

Sustainability in Practice (SIP)TM Certification Program



Information Package

Thank you for your inquiry regarding the *Sustainability in Practice (SIP)TM Vineyard Certification Program* developed by the Central Coast Vineyard Team (CCVT).

In 1996, CCVT developed the first self-assessment program for sustainable viticulture (the Positive Points System (PPS)TM) which became a model for many other sustainable programs within and beyond the wine industry. Following significant success with the self assessment program, CCVT developed a program of third-party certification, using PPSTM concepts and content as a starting point for the standards. The *Sustainability in PracticeTM Certification Standards* (available online at www.vineyardteam.org/certified_sustainable) evolved from a four year process involving grower, academic and technical advisors.

CCVT's certification standards underwent an extensive external peer review process facilitated by an outside consultant. The current standards incorporate comments by dozens of state, federal, social, environmental, agricultural, and university experts. Following external review, the *SIPTM Certification Standards* were tested through a pilot program where farmers from 14 vineyards completed the standards, provided significant documentation, and were verified by an outside auditor.

Meeting the requirements for this certification program allows growers to promote their vineyards as SIPTM Certified. Wines, using at least 85% of certified fruit as verified by a chain of custody audit, can use the seal and statement in accordance with the Wine Certification Agreement.

Please review the enclosed information and documents. We are here to assist you, and look forward to working with you on this innovative program.

Feel free to contact the office regarding any questions at 805-369-2288.

Sincerely,

Kris O'Connor
Executive Director

Beth Vukmanic
Certification Associate

SIP Certification Information Package 08.09.doc

TABLE OF CONTENTS

- CHAPTER ONE: Sustainability in Practice™ Vineyard Certification Process 1**
- Program Overview..... 1
- Vineyard Application Process 1
- Standards Completion 2
- Vineyard Audit Process 3
- Vineyard Eligibility 3
- Certification Fee Structure 3
- Vineyard Renewal Cycle 4
- CHAPTER TWO: Sustainability in Practice™ Wine Audit Process 5**
- Program Overview..... 5
- Application Process..... 6
- Wine Audit Process..... 6
- Wine Eligibility and Licensing 6
- Wine Audit Process Cycle..... 7
- FORMS AND AGREEMENTS 8**
- Vineyard Application
- Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement
- Vineyard Certification Agreement
- Vineyard Certification Fee Worksheet
- Vineyard Renewal Application
- Vineyard Renewal Documentation
- Wine Application
- Wine Chain of Custody Records
- Wine Certification Agreement
- Wine Certification Fee Worksheet
- List of Approved Auditors

CHAPTER ONE: Sustainability in PracticeTM Vineyard Certification Process

The intent of this chapter is to provide a summary of timing and procedures to be expected during the certification process. The program is dependent on the applicant's ability to communicate and submit documentation in a timely manner. Program staff is available to answer questions and discuss procedures during business hours.

Program Overview

In general, the Certification Program schedule is as follows:

Action	Timeframe
Applicant completes and submits signed Application Form, Mutual Non-Disclosure Agreement**, and onetime application fee**.	December 1*
Applicant representative must attend one mandatory SIP TM Informational Training. Trainings available January and February**.	January-February
Program staff available for a pre-audit assistance meeting.	No Later than June 1
Applicant schedules on-site inspection with approved auditor. Program staff assistance available.	May
Applicant submits completed Standards and documentation to auditor.	Approximately mid June. No later than seven days prior to onsite audit.
Auditor conducts documentation audit and/or on-site inspection.	No Later than July 15
Auditor submits reports to Certification Advisory Committee (CAC).	July 31
Certification Advisory Committee determines vineyard eligibility for certification based on blind audit reports.	August
Program staff notifies applicant of the CAC determination of eligibility.	August
Certification is granted following full execution of the Certification Agreement and payment of fees.	September - October

*Applications submitted after December 1st will be handled on a case by case basis.

** Year one of certification cycle only

Review the enclosed information and contact program staff with questions or comments at 805.369.2288.

Vineyard Application Process

Please review the entire information package and return the following items to the CCVT office no later than December 1st. Applications submitted after December 1st will be handled on a case by case basis.

- Vineyard Application Form including required attachments
- Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement (NDA)

Central Coast Vineyard Team
Attn: SIPTM Certification Program
835 12th Street, Suite 204
Paso Robles, CA 93446

Once the grower completes, signs, and returns the application materials, program staff will send the applicant the Standards Package within 10 business days of receipt. This packet includes the following:

- Binder with hard copy of Certification Standards and organizational dividers
- CD with digital editable Forms for the Certification Standards
- Copy of application and signed Mutual NDA
- Additional forms and information

Standards Completion

CCVT recommends that once an applicant receives the Standards Package, they review the Standards (which include both Requirements and Management Enhancements) in its entirety. It is important to be aware of the record keeping and documentation required for vineyards to meet eligibility requirements. **All documentation for Requirements and Management Enhancements must be present at the time of audit.**

Requirements are practices that must be achieved in order for vineyards to be eligible for certification. Management Enhancements are additional practices, building on the Requirements, which go above and beyond the requirement. Because the Requirements are mandatory, it is recommended that they be addressed first to ensure adequate documentation of each Requirement. Once the Applicant completes all the Requirements, begin to answer each Management Enhancement and provide documentation.

The Standards are based on a 1,000 point scale. In order to be eligible for certification, vineyards must document meeting ALL Requirements; vineyards are awarded 500 points for meeting all the Requirements. Management Enhancements (ME) are assigned various point values. In addition, in order to be eligible for certification, vineyards must receive a minimum of 50% (250 points) of the applicable Management Enhancement points.

Standard Chapters include:

1. Conservation & Enhancement of Biological Diversity
2. Vineyard Acquisition/Establishment & Management
3. Soil Conservation & Water Quality
4. Water Conservation
5. Energy Conservation & Efficiency
6. Air Quality
7. Social Equity
8. Pest Management
9. Continuing Education
10. Product Assurance and Business Sustainability

In order to be eligible for certification, vineyards MUST NOT use any materials on the Prohibited Materials List (PML) as described in the requirements; the current list is attached to the Standards. This list includes active ingredients included in several regulatory designations:

- Cholinesterase Inhibiting
- Toxic Air Contaminant
- DPR Ground Water Protection
- DPR California Restricted Materials

There may be extraordinary situations in which a grower may request a temporary exemption from a specific procedure or requirement. In these cases, the grower must contact program staff regarding their intent to request an exemption and provide written documentation justifying the request. A Request for Exemption form is available from program staff. Applicant name and affiliation are not disclosed to the Certification Advisory Committee (CAC). The CAC will review the documentation justifying the request and give its decision within five business days of staff receipt of the written grower request.

Vineyard Audit Process

Contact program staff to schedule a pre-audit assistance meeting early in this process. This meeting should take place a **minimum of four weeks prior to a scheduled audit** to allow for the incorporation of program staff suggestions to standard documentation. The application fee includes 3 hours of pre-audit assistance by program staff at the CCVT office. Additional assistance will be charged at a rate of \$30 per hour.

All new applicants (first year) will receive a full documentation and on-site audit. The audit process is completed in two parts.

1. Off-site documentation review. Applicant submits completed Standards and documentation directly to the third-party auditor. The auditor reviews and verifies hardcopy documentation of Requirements and Management Enhancements off-site.
2. On-site inspection. Auditor visits the vineyard, interviews the grower, reviews the documentation, and tours the property. Documentation not verified during the off-site review, must be present and verified during the on-site inspection.

Each vineyard and winery will select their auditor from the list of approved auditors. The vineyard and/or winery will schedule an audit to take place with in program deadlines. The audit itself will be charged on an hourly basis to each grower. First year documentation and on-site audits will require 8 – 15 hours depending on grower readiness and condition of the documentation. The grower pays the audit fees directly to the auditor.

Vineyard Eligibility

Following the third-party audit, the auditor will submit a report of findings to Program Staff. Staff will blind the auditor reports so that applicant names and affiliations are not disclosed to the Certification Advisory Committee (CAC). Staff will schedule and facilitate a CAC Meeting to be held in August. The CAC is comprised of independent government, academic, and industry professionals with agricultural expertise, experience with inspections and audits, and commitment to program integrity. A majority vote of the entire CAC represents the Committee's decision.

Following the August CAC meeting, applicants will be notified of the eligibility decision. Notification will include a Letter of Eligibility (if applicable) and a copy of the auditor's report. If a vineyard is eligible for certification, this notification will also include a Vineyard Certification Agreement and Fee Worksheet (attached for reference).

Once the fully executed Vineyard Certification Agreement and applicable fees (paid on 100% of audited acres) have been received, program staff will provide documentation of vineyard certification and accompanying materials.

SIPTM Certification is contingent on practices remaining in alignment with all Standard Requirements through November 30th of the certified vintage. Applicants are required to submit Pesticide Use Reports (PUR) from July 1st through November 30th of the certified vintage to the Central Coast Vineyard Team. PUR must be submitted on or before December 15th of the same year.

If a grower wishes to appeal a CAC decision, growers will be granted an opportunity to provide a written explanation of any deficiencies in scores, or why the points awarded during the certification process should have been awarded differently. The CAC will review the appeal materials and provide an opportunity for a grower interview (in person or via conference call). All decisions of the CAC following an appeal are final. Any other dispute or disagreement between the parties hereto arising out of or relating to the program shall be settled by binding arbitration in San Luis Obispo County, California, under the rules of the American Arbitration Association.

Certification Fee Structure

Certification fees cover staff and materials to support specific program administration and outreach. Specifically, program staff is working diligently to build brand awareness among trade, media, gatekeepers, and consumers through a variety of methods. Staff also provides materials to each participant to support their individual marketing efforts. In order to determine the structure, CCVT evaluated a variety of factors (i.e., creation of a self-sustaining program, sharing costs between wineries and vineyards, comparability to other programs). The annual fee structure is included below for both vineyards and wineries.

Vineyard Certification Fees

Acres	(\$/ac)
0 - 49	\$ 20.00
50-99	\$ 15.00
100 - 249	\$ 12.00
250 - 499	\$ 10.00
500-999	\$ 9.00
1,000 or more	\$ 8.00

Vineyard Renewal Cycle

SIPTM Certification is renewed on an annual basis. The Certification cycle is from December 1st through November 30th. Certification applies to the vintage within which the practices were third-party audited.

For example, an applicant who submits completed standards and documentation for practices occurring from December 1, 2007 through November 31, 2008 would be eligible for certification for the 2008 vintage.

The certification process is a 3-year cycle, with all growers receiving a complete documentation and on-site audit in year one. Growers will receive various combinations of documentation audits, interviews, and onsite inspections for years two and three.

Each year, the applicant must submit a Renewal Application. For years two and three of a certification cycle, all applicants must submit specific documentation. The renewal documentation list is provided by program staff annually; renewal documentation is subject to change on an annual basis. These items will be reviewed by the independent auditor (off-site) and may require an interview. Each year, staff and CAC will randomly select 10% of the renewal applicants to receive an on-site audit. Grower notification of this audit selection will be made by February; audit must be completed by July 15th. In addition, staff and CAC will randomly select one renewal applicant to receive an impromptu on-site audit. Notification of the impromptu renewal on-site audit will occur at least 48 hours prior to the scheduled inspection. Staff expects annual documentation audits to take 1 – 3 hours and random on-site audits to require 2 - 4 hours. Growers will pay the auditor directly for these costs (including travel costs, if applicable).

Three year audit cycle details:

- 100% of the applicants will have a complete documentation audit in year 1 and modified documentation audit in years 2, and 3.
- 100% of the applicants will have a complete, on-site audit in year 1.
- 1 renewal applicant per year (in years 2 and 3) will have an impromptu on-site audit.
- 10% of renewal applicants will have an on-site audit in either year 2 or year 3.
- A single farmer or company with multiple vineyard renewals will receive a maximum of one on-site renewal audit in years 2 or 3.
- A single farming company managing multiple renewal applicants will receive a maximum of one impromptu audit in years 2 or 3.
- A single farming company is subject to only one onsite or impromptu audit in years 2 or 3.

CHAPTER TWO: Sustainability in PracticeTM Wine Audit Process

The intent of this chapter is to provide a summary of timing and procedures to be expected during the audit process. The program is dependent on the applicant's ability to communicate and submit documentation in a timely manner. Program staff is available to answer questions and discuss procedures during business hours.

Program Overview

Wines eligible to use the logo and language must have a minimum of 85% of the juice for the final product made from SIPTM Certified fruit.

The wine application and audit process is flexible for individual winery needs but must allow for credible verification of wine chain of custody with adequate lead time for the winery to incorporate use of logo for the labels. A delay by the winery to promptly complete any of the related steps will result in a delay in granting licensing and use of logo. In general, the Wine Audit Process of the Certification Program is as follows:

Action	Timeframe
Wine applicant completes and submits signed Wine Application.	January 15*
Applicant prepares chain of custody documentation and schedules on-site inspection with approved auditor. Program staff assistance available.	Ongoing – once final blend is complete
Auditor conducts on-site chain of custody inspection.	Ongoing – once final blend is complete
Auditor submits reports to Certification Advisory Committee (CAC).	No later than five business days after audit
Certification Advisory Committee determines eligibility.	With in five business days of receiving audit report
Program staff notifies applicant of the CAC determination of eligibility.	With in five business days of CAC decision
Final licensing is granted with the full execution of the Certification Agreement and payment of fees.	No more than one month after bottling
White/Rose wine certification fees	Due within one month after bottling or by September 15 of the following vintage
Red wine certification fees	Due within one month after bottling or by December 15 of the following vintage

*For example, Wine Application for 2009 wines must be submitted by January 15, 2010. Applications submitted after this date will be handled on a case by case basis.

Review the enclosed information and contact program staff with questions or comments at 805.369.2288.

Application Process

Please review the entire information package and return the following item to the CCVT office no later than January 15th. Applications submitted after this date will be handled on a case by case basis.

- Wine Application with applicable attachments.

Central Coast Vineyard Team
Attn: SIPTM Certification Program
835 12th Street, Suite 204
Paso Robles, CA 93446

Once the winery completes, signs, and submits the application, program staff will return a copy of the application form within ten business days.

Wine Audit Process

All wineries will receive a chain of custody audit for each application year.

Chain of custody audit. The Applicant prepares documentation and schedules a chain of custody audit directly with an approved third-party auditor. Chain of custody documentation includes a standard operating procedure identifying SIPTM Certified fruit from the vineyard throughout the wine making process. To be eligible the final wine product must include greater than or equal to 85% juice from SIPTM Certified fruit. The auditor reviews 20% of applied for wines and verifies hardcopy chain of custody documentation on-site. Reference Chain of Custody Diagram in attachments.

The audit itself will be charged on an hourly basis to each winery. The length of the audit will depend on the preparedness of the applicant. The winery pays the audit fees directly to the auditor.

Wine Eligibility and Licensing

Wines eligible to use the logo and language must have a minimum of 85% of the juice for the final product made from SIPTM Certified fruit as verified by the wine audit. The Rules of Use are specified in the Winery Certification Agreement.

Following the wine third-party audit, the auditor will submit an audit report to program staff. Staff will then submit audit reports to the CAC for eligibility decisions via email. The CAC is comprised of independent government, academic, and industry professionals with agricultural expertise, professional experience with inspections and audits, and commitment to program integrity. A majority vote of the entire CAC represents the Committee's decision.

Following the CAC decision, wine applicants will be notified of the eligibility decision. Notification will include a Letter of Eligibility (if applicable) and a copy of the audit report. If wine(s) are eligible for certification, this notification will also include a copy of the fully executed Wine Certification Agreement and a Wine Certification Fee Worksheet (attached for reference). Certification is not granted until full execution of the Wine Certification Agreement and payment in full of applicable fees.

Applicable fees are calculated on final case production. Payment is due no later than one month after bottling or by September 15th of the following vintage for white and rose wines and by December 15th of the following vintage for red wines. Outstanding balances are subject to a 5% late penalty.

Wine Certification Fees

Cases	(\$/case)
0 - 7,500	\$0.16
7,500 - 24,999	\$0.12
25,000 - 49,999	\$0.10
50,000 - 99,999	\$0.08
100,000 - 249,999	\$0.07

Once the Fully Executed Wine Certification Agreement and applicable fees (paid on 100% of audited cases) have been received, program staff will provide documentation of wine certification, which will be used by winery staff when applying to TTB for use of seal on the label. Staff will also provide SIP[™] informational materials. Certified wines will be eligible to use the seal as it pertains to the product in a variety of ways (i.e., shelf hangers, neckers, stickers, labels). Please contact program staff for more information.

If an applicant wishes to appeal a CAC decision, applicant will be granted an opportunity to provide a written explanation of any discrepancy of the auditor findings. The CAC will review the appeal materials and provide an opportunity for an interview (in person or via conference call). All decisions of the CAC following an appeal are final. Any other dispute or disagreement between the parties hereto arising out of or relating to the program shall be settled by binding arbitration in San Luis Obispo County, California, under the rules of the American Arbitration Association.

Wine Audit Process Cycle

The wine audit process is conducted as bottling occurs and is required for wineries to use the certification seal and related marketing materials associated with certified wine(s).

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FORMS AND AGREEMENTS

Vineyard Application

Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement

Vineyard Certification Agreement

Vineyard Certification Fee Worksheet

Vineyard Renewal Application

Vineyard Renewal Documentation

Wine Application

Wine Chain of Custody Records

Wine Certification Agreement

Wine Certification Fee Worksheet

List of Approved Auditors

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Sustainability in Practice (SIP)TM

Vineyard Certification Program

VINEYARD APPLICATION

Please complete, sign, provide required materials, and return to CCVT Office.
835 12th Street, Suite 204, Paso Robles, California 93446

Please print legibly.

Main Contact Information:

_____	_____
Main Contact Name	Main Contact Title
_____	_____
Mailing Address	City, State Zip
_____	_____
Phone Number	Fax Number
_____	_____
Mobile Number	Email Address

Vineyard Information:

Vineyard Name

Vineyard Physical Address

City, State Zip

Total Planted Acreage Included in Application

Total Site Acreage

Vineyard Pesticide Use Permit Number

Certification Year

Please include a list of winery clients associated with vineyard (attach information if space provided is insufficient):

- I have read, understand, and agree to abide by the rules set forth in this package ____ INITIAL
- I understand that a company representative must attend one mandatory program informational meeting.
____ INITIAL
- I have read the SIPTM Standards and am aware of the requirements necessary to achieve certification including but not limited to the active ingredients listed in the Prohibited Materials List. ____ INITIAL
- I have signed and enclosed the original Non-Disclosure Agreement. ____ INITIAL
- I have attached a property map marked with the acres. ____ INITIAL
- I have attached records of vineyard blocks including varieties and corresponding acres. ____ INITIAL
- I have read and understand the licensing agreement and fee structure. ____ INITIAL
- I have attached the onetime application fee (\$1000 for non-CCVT grower members, \$500 for CCVT grower members of the certified vintage year). ____ INITIAL

I certify that my responses are true and correct and that I am an authorized representative of the above listed company.

_____	_____	_____
Printed Name	Signature	Date

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SUSTAINABILITY IN PRACTICE VINEYARD CERTIFICATION AGREEMENT

THIS SUSTAINABILITY IN PRACTICE™ VINEYARD CERTIFICATION AGREEMENT (this "Agreement") is by and between Central Coast Vineyard Team, a California nonprofit mutual benefit corporation ("CCVT") and _____, a _____ ("Grower"), and is effective as of _____.

Company Name

Company Type (i.e. Corporation, LLC, etc.) Today's Date

1. DEFINITIONS.

Terms with initial capital letters used and not defined elsewhere in this Agreement shall have the meanings set forth below, unless the context requires otherwise.

A. "CCVT MATERIAL" shall mean the names, characters, symbols, designs, likenesses, and visual representations provided to Grower by CCVT in digital form, examples of which are set forth on Exhibit A.

B. "CERTIFICATION PAYMENT" shall mean the gross amount payable by Grower to CCVT, determined as follows:

Vineyard Certification Fees	
Acres	\$/Acre
0 – 49	\$20.00*
50 - 99	\$15.00
100 – 249	\$12.00
250 - 499	\$10.00
500 – 999	\$9.00
1000 or more	\$8.00

*\$500 minimum Vineyard Certification Fee.

c. "Certified Products" shall mean Grower's vineyard, or portion thereof, certified in accordance with the Sustainability in Practice™ Vineyard Certification Program (the "Program"), and the wine grapes produced by such certified vineyard, which become Certified Products when Grower successfully completes the Program and pays the Certification Payment to CCVT. Certified Products shall not include any products that are not produced from blocks specifically certified pursuant to the Program.

2. TERMS OF CERTIFICATION.

Upon the terms and conditions of this Agreement, CCVT hereby grants Grower the non-exclusive right to hold the Certified Products out as certified pursuant to the Program, and to use the CCVT Material during the Term of this Agreement, solely on and in connection with the Certified Products.

3. CONSIDERATION.

In consideration for the certification granted to Grower under this Agreement, Grower shall pay to CCVT the Certification Payment.

a. Any amount payable by Grower to CCVT hereunder not paid when due shall accrue interest at the monthly rate of one and one-half percent (1.5%) from the date due until such amount is paid in full. The payment of such interest shall be in addition to and not in substitution for any other remedies available to CCVT with respect to non-payment.

b. Grower shall pay CCVT the Certification Payment within thirty (30) days following notification of certification pursuant to the Program, for each applicable year during the Term of this Agreement, and shall be due and payable regardless of whether or not Grower uses the CCVT Material.

4. USE OF CCVT MATERIAL.

In addition to the provisions set forth elsewhere in this Agreement, the use of the CCVT Material by Grower is subject to the following conditions:

a. Grower shall use the CCVT Material, and may claim compliance with the Program only in relation to Certified Products, and not in relation to any of Grower's products that are not certified pursuant to the Program. Notwithstanding this Paragraph 4.a, if Grower certifies more than eighty-five percent (85%) of Grower's vineyard, then Grower may display the CCVT Material with respect to Grower's entire vineyard, but may not claim products are Certified Products unless they are produced from blocks specifically certified in accordance with the Program.

b. Grower shall use the CCVT Material in the exact form provided to Grower by CCVT, without modification or deviation of any kind, except as may be pre-approved in writing by CCVT, and except that Grower may re-size the material,

so long as the overall dimensions of the CCVT Material remain consistent and legible.

c. Use of the CCVT Material does not constitute and may not be used to imply the endorsement of the Certified Products by CCVT, or any other product of Grower, and the CCVT Material may not be used as an indication of a particular standard of quality.

d. Grower will not harm, misuse or bring into disrepute the CCVT Material, its reputation, or that of CCVT.

e. Grower will comply with all laws and regulations relating or pertaining to the manufacture, sale, advertising or use of the Certified Products, shall maintain high quality and standards commensurate with Grower's market, and shall comply with any regulatory agencies which shall have jurisdiction over the Certified Products.

f. Grower will never disclose any confidential and non-public information about CCVT it acquires from any source during the Term of this Agreement.

5. OWNERSHIP OF CCVT MATERIAL; RESERVATION OF RIGHTS.

All right title and interest in and to the CCVT Material shall belong solely to CCVT. All use of the CCVT Material by Grower shall inure to the benefit of CCVT. CCVT retains all rights not expressly conveyed to Grower hereunder, and CCVT may use and/or grant to others the right to use the CCVT Material in connection with other products.

6. QUALITY OF CERTIFIED PRODUCTS.

Grower shall ensure that the Certified Products shall be of high standard and quality, and shall be adequate and suitable for their intended uses.

7. PROTECTION OF RIGHTS.

a. Grower agrees that it will not apply for or seek to obtain trademark, copyright or any other proprietary right in the CCVT Material, or packaging, labeling, advertising or promotional material therefore, or related thereto. CCVT makes no warranty with respect to the CCVT Material.

b. Grower agrees that if Grower receives knowledge of any unauthorized use of the CCVT Materials, Grower will call such fact to the attention of CCVT. CCVT shall then have the exclusive right in its sole discretion to pursue any such unauthorized use, and Grower shall cooperate and assist in any such action. If requested by CCVT, Grower shall join in or cooperate in any such action as may be instituted by CCVT; all at CCVT's expense, including reasonable attorneys' fees. The proceeds recovered in any such action in the form of damages, profits, or other recovery shall belong solely to CCVT. Grower shall not commence any action of its own to restrain or recover damages for any alleged infringements of the CCVT Material without first obtaining express written permission to do so from CCVT.

c. Grower will not attack the title or right of CCVT in and to the CCVT Material or any copyright or trademark pertaining thereto, nor will it attack the validity of the rights granted hereunder during the Term hereof or thereafter.

8. INDEMNIFICATION.

a. Grower hereby agrees to defend, indemnify and hold CCVT and its agents, employees, and representatives harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of the production, distribution, advertising, promotion, offering for sale, and sale of the Certified Products, including without limitation any claims or suits against any of them by reason of or alleging any unauthorized or infringing use by Grower of any patent, process, method, trade secret, copyright, trademark, or publicity right or other similar property (other than the CCVT Material covered by this Agreement) or any alleged defects or inherent dangers in said Certified Products or the use thereof.

b. CCVT shall give Grower prompt notice of any claim asserted against CCVT on the basis of which CCVT intends to seek defense and/or indemnification from Grower as herein provided (but the obligations of the Grower under this Paragraph shall not be conditioned upon the receipt of such notice). The defense and indemnification provisions of this Paragraph 8 shall not require payment as a condition precedent to recovery.

9. TERM.

The initial term of this Agreement shall be one (1) year, and shall automatically renew for each consecutive year in which Grower is certified pursuant to the Program.

10. TERMINATION.

a. CCVT shall have the right to terminate this Agreement without prejudice to any other rights which it may have, whether under the provisions of this Agreement, in law or in equity or otherwise, upon thirty (30) days prior written notice to Grower.

b. In the event of termination of this Agreement due to Grower's uncured breach, Grower will refrain from further use of the CCVT Material. Grower agrees that the CCVT Material possess a special, unique and extraordinary character which makes difficult the assessment of the monetary damage sustained by unauthorized use. Grower recognizes that irreparable injury would be caused by unauthorized use and agrees that injunctive and other equitable relief would be appropriate in the event of a breach of this Agreement, provided, however, that such remedy shall not be exclusive of other legal remedies otherwise available to CCVT.

11. USE OF MATERIAL UPON EXPIRATION OR TERMINATION.

Following expiration or termination of this Agreement, other than termination due to Grower's breach, Grower may continue to distribute and sell Certified Products remaining after such expiration or termination for any period during which it was properly certified by CCVT pursuant to the Program. Following expiration or termination of this Agreement for whatever reason, and the distribution and sale of Certified Products pursuant to this Paragraph, Grower agrees to make no further use of the CCVT Material whatsoever, either in or on products or in advertising, publicity, promotional or display materials.

12. NOTICES.

All notices which either party hereto is required or may desire to give to the other shall be given by addressing the same to the other at the address provided below, or at such other address as may be designated in writing or by facsimile by any such party in a notice to the other given in the manner described in this Paragraph. All such notices shall be sufficiently given when the same shall be received by facsimile or after such notice is deposited so addressed, postage prepaid, in the United States mail. The date of actual receipt of such facsimile or mail shall be the date of the giving of such notice.

13. NO PARTNERSHIP OR JOINT VENTURE.

This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or agency between Grower and CCVT. Neither party shall have any right to obligate or bind the other party in any manner

whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

14. NO ASSIGNMENT.

The rights granted to Grower pursuant to this Agreement are personal to Grower and Grower shall not assign, transfer or sub-license any or all of the rights granted herein to any third party without the written consent of CCVT. Grower shall not pledge or encumber this Agreement as security or collateral for any obligation of Grower.

15. ENTIRE AGREEMENT; WAIVER, MODIFICATION.

This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements between the parties hereto. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein.

16. DISPUTE RESOLUTION.

a. Any dispute or disagreement between the parties hereto seeking to enjoin or restrain Grower's sale or distribution of the Certified Products, or of any other products, services, or merchandising bearing CCVT Material or any copy or simulation thereof, or other use of the CCVT Material, may be determined in any forum of CCVT's choosing, and Grower hereby consents to venue and personal jurisdiction in the Superior Court of San Luis Obispo County, State of California, and the United States District Court for the Central District of California. In any such action, the forum may retain jurisdiction to award damages, profits, attorney's fees or costs, as allowed by law in such matters.

b. Any other dispute or disagreement between the parties hereto arising out of or relating to this Agreement shall be settled by binding arbitration in San Luis Obispo County, California, under the rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. Arbitration shall not preempt the seeking of relief provided by Paragraph 16.a, and if such relief is sought, any court in which such action is commenced, not any arbitration panel, shall determine whether any particular matter is justiciable by the court or only arbitrable.

c. This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to the conflict of laws principles thereof.

17. SEVERABILITY.

If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the date first written above.

CENTRAL COAST VINEYARD TEAM

Authorized Signature: _____

Printed Name: Kris O'Connor

Title: Executive Director

Address: 835 12th Street, Suite 204, Paso Robles, Ca 93446

[GROWER]

Authorized Signature: _____

Printed Name: _____

Title: _____

Address: _____

EXHIBIT A

CCVT MATERIAL

IMAGES

The following represents likenesses of the seal, logo, and related images and may vary with regards to size and color. Please refer to the digital versions for exact specifications.



LANGUAGE

When presenting information about certification, the standards and the program, the following language must be used:

Sustainability in Practice (SIP)[™] Certified
SIP[™] Certified

If you have an interest in modifying the language, please contact Program Staff. Advance written approval is required in order to deviate from this language.

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Sustainability in Practice (SIP)TM

Vineyard Certification Program

Vineyard Certification Fee Worksheet

Please complete form and submit with signed license agreement and appropriate payment.

Vineyard Name Year

Contact Name Company Phone Number

Attach additional information if space provided is insufficient.

Block	Variety(s)	Winery Client (if applicable/known)	Acres
Total Acres (a)			
Per Acre Fee* (b)			
Total Fee (a x b)			

*Refer to Vineyard Certification Agreement for fee structure

- I understand SIPTM Certification is contingent on practices remaining in alignment with all Standard Requirements through November 30th of the certified vintage year. _____ INITIAL
- I will submit Pesticide Use Reports from July 1st through November 30th of the certified vintage to program staff on or before December 15th of the certified vintage year. _____ INITIAL
- I have attached a check payable to the Central Coast Vineyard Team indicating SIPTM Certification fees.
_____ INITIAL

I certify that my responses are true and correct and that I am an authorized representative of the above listed company.

Printed Name Signature Date

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Sustainability in Practice (SIP)TM

Vineyard Certification Program

VINEYARD RENEWAL APPLICATION

Please complete, sign, provide required materials, and return to CCVT Office.
835 12th Street Suite 204, Paso Robles, California 93446

Please print legibly.

Main Contact Information:

Main Contact Name	Main Contact Title
Mailing Address	City, State Zip
Phone Number	Fax Number
Mobile Number	Email Address

Vineyard Information:

Vineyard Name	Certification Year
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If grower is entering blocks into the program NOT included in the original application, complete table below. Attach additional information if space provided is insufficient.

Block	Variety (s)	Winery Client (if applicable/known)	Acres
Total Acres Added to Application			
Total Acres for Certification			

- I have read, understand, and agree to abide by the rules set forth in this package ____ INITIAL
- I have read the SIPTM Standards and am aware of requirements necessary to achieve certification including but not limited to the active ingredients listed in the Prohibited Materials List. ____ INITIAL
- If different from the original application, I have attached a property map marked with acres in the application. ____ INITIAL
- If different from the original application, I have attached records of vineyard blocks including varieties and corresponding acres. ____ INITIAL

I certify that my responses are true and correct and that I am an authorized representative of the above listed company.

Printed Name	Signature	Date
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Sustainability in Practice (SIP)TM

Vineyard Certification Program

VINEYARD RENEWAL DOCUMENTATION

SIP Vineyard Certification is renewed on an annual basis. All applicants seeking renewal of certification are required to submit documentation to an approved auditor. The purpose of the renewal documentation is to demonstrate that the applicant is actively engaged in farming practices that are in accordance with the Certification Standards. Renewal documentation is subject to change on an annual basis and will be made available in the beginning of the renewal calendar vintage.

In accordance with Chapter One: Vineyard Renewal Cycle (page 1), it is essential that Standard compliance documentation be kept current on an annual basis.

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Sustainability in Practice (SIP)TM

Vineyard Certification Program

WINE APPLICATION

Please complete, sign, provide necessary documentation, and return to CCVT Office.
835 12th Street, Suite 204, Paso Robles, California 93446

Please print legibly.

Main Contact Information:

Winery Name	Vintage
Mailing Address	City, State Zip
Winemaker Name	Cellarmaster Name
Winemaker Phone Number	Cellarmaster Phone Number
Winemaker Email Address	Cellarmaster Email Address

Please include a summary of the wines submitted with this application. Attach additional list if necessary.

Brand	Varietal/Blend	Vineyard Source	Vineyard Block	Bottling Month/Year*

*Estimated/anticipated bottling month and year

- I have read, understand, and agree to abide by the rules set forth in this package _____ INITIAL
- I understand that the chain of custody audit must take place prior to receiving the Certification Letter required by TTB for label approval. _____ INITIAL
- I have attached the signed Winery Certification Agreement. _____ INITIAL
- I understand that final licensing occurs after satisfactory on-site inspection, CAC determination of eligibility, fully executed Certification Agreement, and payment of Certification fees. _____ INITIAL

I certify that my responses are true and correct and that I am an authorized representative of the above listed company.

Printed Name	Signature	Date
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SUSTAINABILITY IN PRACTICE WINE CERTIFICATION AGREEMENT

THIS SUSTAINABILITY IN PRACTICE™ WINERY CERTIFICATION AGREEMENT (this "Agreement") is by and between Central Coast Vineyard Team, a California

nonprofit mutual benefit corporation ("CCVT") and _____, a _____ ("Winery"), and is effective as of _____.

Company Name
Company Type (i.e., Corporation, LLC, etc) Today's Date

1. DEFINITIONS.

Terms with initial capital letters used and not defined elsewhere in this Agreement shall have the meanings set forth below, unless the context requires otherwise.

A. "CCVT MATERIAL" shall mean the names, characters, symbols, designs, likenesses, and visual representations provided to Winery by CCVT in digital form, examples of which are set forth on Exhibit A.

B. "CERTIFICATION PAYMENT" shall mean the gross amount payable by Winery to CCVT, determined as follows:

Wine Certification Fee	
Cases	(\$/case)
0 - 7,500	\$0.16
7,500 - 24,999	\$0.12
25,000 - 49,999	\$0.10
50,000 - 99,999	\$0.08
100,000 - 249,999	\$0.07

C. "CERTIFIED PRODUCTS" shall mean wine produced by Winery from grapes where eighty-five percent (85%) or more of the grapes are from a vineyard block or blocks certified in accordance with the Sustainability in Practice™ Vineyard Certification Program (the "Program"), as confirmed by a chain of custody audit (the "Audit"). Winery's products become Certified Products upon successful completion of the Audit and payment of the Certification Payment to CCVT. Certified Products shall not include any wine that is not produced from grapes grown in blocks specifically certified pursuant to the Program.

2. TERMS OF CERTIFICATION.

a. Upon the terms and conditions of this Agreement, CCVT hereby grants Winery the non-exclusive right to hold the Certified Products out as being produced using grapes where at least eighty-five percent (85%) of the grapes come from a vineyard block or blocks certified in accordance with the Program, and to use the CCVT Material during the Term of this Agreement, solely on and in connection with the Certified Products.

b. CCVT reserves the right to conduct follow up chain of custody audits to confirm wine claimed as Certified Products was produced using grapes from vineyard blocks certified pursuant to the Program.

3. CONSIDERATION.

In consideration for the rights granted to Winery under this Agreement, Winery shall pay to CCVT the Certification Payment.

a. Any amount payable by Winery to CCVT hereunder not paid when due shall accrue interest at the monthly rate of one and one-half percent (5%) from the date due until such amount is paid in full. The payment of such interest shall be in addition to and not in substitution for any other remedies available to CCVT with respect to non-payment.

b. Winery shall pay CCVT the Certification Payment as follows:

(i) The Certification Payment for white and rose wines is due on the earlier of: (A) thirty days after bottling, or (B) September 15th of the following vintage year (for example, if the certified vintage is 2009, fees are due no later than September 15, 2010).

(ii) The Certification Payment for red wines is due on the earlier of: (A) thirty days after bottling, or (B) December 15th of the following vintage year (for example, if the certified vintage is 2009, fees are due no later than December 15, 2010).

4. USE OF CCVT MATERIAL.

In addition to the provisions set forth elsewhere in this Agreement, the use of the CCVT Material by Winery is subject to the following conditions:

a. Winery shall use the CCVT Material only in relation to Certified Products, and not in relation to any of Winery's products that are not certified pursuant to the Audit.

b. Winery shall use the CCVT Material in the exact form provided to Winery by CCVT, without modification or deviation of any kind, except as may be pre-approved in writing by CCVT, and except that Winery may re-size the material, so long as the overall dimensions of the CCVT Material remain consistent and legible.

c. Use of the CCVT Material does not constitute and may not be used to imply the endorsement of the Certified Products by CCVT, or any other product of Winery, and the CCVT Material may not be used as an indication of a particular standard of quality.

d. Winery will not harm, misuse or bring into disrepute the CCVT Material, its reputation, or that of CCVT.

e. Winery will comply with all laws and regulations relating or pertaining to the manufacture, sale, advertising or use of the Certified Products, shall maintain high quality and standards commensurate with Winery's market, and shall comply with any regulatory agencies which shall have jurisdiction over the Certified Products.

f. Winery will never disclose any confidential and non-public information about CCVT it acquires from any source during the Term of this Agreement.

5. OWNERSHIP OF CCVT MATERIAL; RESERVATION OF RIGHTS.

All right title and interest in and to the CCVT Material shall belong solely to CCVT. All use of the CCVT Material by Winery shall inure to the benefit of CCVT. CCVT retains all rights not expressly conveyed to Winery hereunder, and CCVT may use and/or grant to others the right to use the CCVT Material in connection with other products.

6. QUALITY OF CERTIFIED PRODUCTS.

Winery shall ensure that the Certified Products shall be of high standard and quality, and shall be adequate and suitable for their intended uses.

7. PROTECTION OF RIGHTS.

a. Winery agrees that it will not apply for or seek to obtain trademark, copyright or any other proprietary right in the CCVT Material, or packaging, labeling, advertising or promotional material therefore, or related thereto. CCVT makes no warranty with respect to the CCVT Material.

b. Winery agrees that if Winery receives knowledge of any unauthorized use of the CCVT Materials, Winery will call such fact to the attention of CCVT. CCVT shall then have the exclusive right in its sole discretion to pursue any such unauthorized use, and Winery shall cooperate and assist in any such action. If requested by CCVT, Winery shall join in or cooperate in any such action as may be instituted by CCVT; all at CCVT's expense, including reasonable attorneys' fees. The proceeds recovered in any such action in the form of damages, profits, or other recovery shall belong solely to CCVT. Winery shall not commence any action of its own to restrain or recover damages for any alleged infringements of the CCVT Material without first obtaining express written permission to do so from CCVT.

c. Winery will not attack the title or right of CCVT in and to the CCVT Material or any copyright or trademark pertaining thereto, nor will it attack the validity of the rights granted hereunder during the Term hereof or thereafter.

8. INDEMNIFICATION.

a. Winery hereby agrees to defend, indemnify and hold CCVT and its agents, employees, and representatives harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of the production, distribution, advertising, promotion, offering for sale, and sale of the Certified

Products, including without limitation any claims or suits against any of them by reason of or alleging any unauthorized or infringing use by Winery of any patent, process, method, trade secret, copyright, trademark, or publicity right or b. CCVT shall give Winery prompt notice of any claim asserted against CCVT on the basis of which CCVT intends to seek defense and/or indemnification from Winery as herein provided (but the obligations of the Winery under this Paragraph shall not be conditioned upon the receipt of such notice). The defense and indemnification provisions of this Paragraph 8 shall not require payment as a condition precedent to recovery.

9. TERM.

The initial term of this Agreement shall be one (1) year, and shall automatically renew for each consecutive year in which Winery is certified following successful completion of an Audit.

10. TERMINATION.

a. CCVT shall have the right to terminate this Agreement without prejudice to any other rights which it may have, whether under the provisions of this Agreement, in law or in equity or otherwise, upon thirty (30) days prior written notice to Winery.

b. In the event of termination of this Agreement due to Winery's uncured breach, Winery will refrain from further use of the CCVT Material, and will, within fifteen (15) days of written notice from CCVT, remove the CCVT Material from all of Winery's products. Winery agrees that the CCVT Material possess a special, unique and extraordinary character which makes difficult the assessment of the monetary damage sustained by unauthorized use. Winery recognizes that irreparable injury would be caused by unauthorized use and agrees that injunctive and other equitable relief would be appropriate in the event of a breach of this Agreement, provided, however, that such remedy shall not be exclusive of other legal remedies otherwise available to CCVT.

c. The obligation to remit any fees or payments to CCVT, including without limitation any Certification Payment, shall survive termination or expiration of this Agreement.

11. USE OF MATERIAL UPON EXPIRATION OR TERMINATION.

Following expiration or termination of this Agreement, other than termination due to Winery's breach, Winery may continue to distribute and sell Certified Products remaining after such expiration or termination of any applicable Audit period. Following expiration or termination of this Agreement for whatever reason, and the distribution and sale of Certified Products pursuant to this Paragraph, Winery agrees to make no further use of the CCVT Material whatsoever, either in or on products or in advertising, publicity, promotional or display materials.

12. NOTICES.

All notices which either party hereto is required or may desire to give to the other shall be given by addressing the same to the other at the address provided below, or at such other address as may be designated in writing or by facsimile by any such party in a notice to the other given in the manner described in this Paragraph. All such notices shall be sufficiently given when the same shall be received by facsimile or after such notice is deposited so addressed, postage prepaid, in the United States mail. The date of actual receipt of such facsimile or mail shall be the date of the giving of such notice.

other similar property (other than the CCVT Material covered by this Agreement) or any alleged defects or inherent dangers in said Certified Products or the use thereof.

13. NO PARTNERSHIP OR JOINT VENTURE.

This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or agency between Winery and CCVT. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

14. NO ASSIGNMENT.

The rights granted to Winery pursuant to this Agreement are personal to Winery and Winery shall not assign, transfer or sub-license any or all of the rights granted herein to any third party without the written consent of CCVT. Winery shall not pledge or encumber this Agreement as security or collateral for any obligation of Winery.

15. ENTIRE AGREEMENT; WAIVER, MODIFICATION.

This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements between the parties hereto. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein.

16. DISPUTE RESOLUTION.

a. Any dispute or disagreement between the parties hereto seeking to enjoin or restrain Winery's sale or distribution of the Certified Products, or of any other products, services, or merchandising bearing CCVT Material or any copy or simulation thereof, or other use of the CCVT Material, may be determined in any forum of CCVT's choosing, and Winery hereby consents to venue and personal jurisdiction in the Superior Court of San Luis Obispo County, State of California, and the United States District Court for the Central District of California. In any such action, the forum may retain jurisdiction to award damages, profits, attorney's fees or costs, as allowed by law in such matters.

b. Any other dispute or disagreement between the parties hereto arising out of or relating to this Agreement shall be settled by binding arbitration in San Luis Obispo County, California, under the rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. Arbitration shall not preempt the seeking of relief provided by Paragraph 16.a. and if such relief is sought, any court in which such action is commenced, not any arbitration panel, shall determine whether any particular matter is justiciable by the court or only arbitrable.

c. This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to the conflict of laws principles thereof.

17. SEVERABILITY.

If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the date first written above.

CENTRAL COAST VINEYARD TEAM

Authorized Signature: _____

Print Name: Kris O'Connor

Title: Executive Director

Address: 835 12th Street, Suite 204, Paso Robles, CA 93446

[WINERY]

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

EXHIBIT A

CCVT MATERIAL

IMAGES

The following represents likenesses of the seal, logo, and related images and may vary with regards to size and color. Please refer to the digital versions for exact specifications.



LANGUAGE

When presenting information about certification, the standards and the program, the following language must be used:

Sustainability in Practice (SIP)[™] Certified
SIP[™] Certified

If you have an interest in modifying the language, please contact Program Staff. Advance written approval is required in order to deviate from this language.

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Sustainability in Practice (SIP)TM

Vineyard Certification Program

Wine Certification Fee Worksheet

Winery Name

Main Contact

Please complete the following information for each wine in the application. Additional wine tables are attached on page 3 of 3 and can be duplicated if necessary. If printable internal records are available and provide the required information, you may attach records in lieu of completing the tables provided.

WINE 1

1. Vintage:	
2. Brand/Label:	
3. Variety/Blend Composition:	
4. Bottling Date:	
5. Cases:	

WINE 2

1. Vintage:	
2. Brand/Label:	
3. Variety/Blend Composition:	
4. Bottling Date:	
5. Cases:	

WINE 3

1. Vintage:	
2. Brand/Label:	
3. Variety/Blend Composition:	
4. Bottling Date:	
5. Cases:	

Page Summary

Total Cases of current page (Sum Line 5):	
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Sustainability in Practice (SIP)TM

Vineyard Certification Program

Wine Certification Fee Worksheet Continued

Summary Calculation

a. Total Cases (Sum Line 5):	
b. Applicable Certification Fee (\$/case)*:	\$
c. Total Certification Fee (a x b):	\$

*Reference Wine Certification Agreement for Fees

Please attach a check payable to Central Coast Vineyard Team.
Indicate: SIPTM Wine Certification Fees.

I certify that my responses are true and correct and that I am an authorized representative of the above listed company.

Printed Name

Signature

Date

Sustainability in Practice (SIP)TM

Vineyard Certification Program

Wine Certification Fee Worksheet

Additional Wine Tables

Please complete the following information for each wine in the application. If printable internal records are available and provide the required information, you may attach records in lieu of completing the tables provided.

WINE

1. Vintage:	
2. Brand/Label:	
3. Variety/Blend Composition:	
4. Bottling Date:	
5. Cases:	

WINE

1. Vintage:	
2. Brand/Label:	
3. Variety/Blend Composition:	
4. Bottling Date:	
5. Cases:	

WINE

1. Vintage:	
2. Brand/Label:	
3. Variety/Blend Composition:	
4. Bottling Date:	
5. Cases:	

Page Summary

Total Cases of current page (Sum Line 5):	
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Sustainability in Practice (SIP)TM

Vineyard Certification Program

LIST OF APPROVED AUDITORS

Auditors listed here are approved to audit vineyard and wine applicants.
List as of 8.19.09

Vineyard Auditors

FJS Consulting
Chip Sundstrom
2744 Del Rio Place, Suite 200
Davis, CA 95618
530-758-8523
fjsundstrom@sbcglobal.net

Wine Auditors

Compli Beverage Company
Rachel Dumas Ray
PO Box 3617
Paso Robles, Ca 93447
805-239-4502
rachel@compli-beverage.com