

Sustainability in Practice (SIP)TM

Certification Program



Information Package

2012

Thank you for your inquiry regarding the *Sustainability in Practice (SIP)TM Vineyard Certification Program*.

Meeting the requirements for this certification program allows growers to promote their vineyards as SIP 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.

Program Distinction:

- SIP looks at the whole farm verifying the farmers commitment to environmental stewardship, equitable treatment of employees, and business sustainability.
- SIP Certification is available to growers and wineries throughout California.
- SIP is a practice and performance based program – every Requirement and Management Enhancement has to do with practices and is measurable, therefore auditable.
- SIP has a high threshold for eligibility.
- SIP prohibits the use of high risk pesticides (toxic air contaminants, cholinesterase inhibitors, groundwater contaminants, and California restricted materials).
- A bottle of wine can bear the SIP seal, given it has undergone a chain of custody audit confirming it is made with at least 85% SIP Certified fruit. This provides consumers and trade a clear indication of your commitment to sustainable practices, providing another reason for a consumer to buy your wine.

The certification program book, otherwise known as the Standards, was developed from 15 years of work in sustainable viticulture. The 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 SIP Certification Standards were tested through a pilot program where farmers from 14 vineyards completed the Standards, provided significant documentation, and were verified by an independent auditor.

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 Beal
Executive Director

Beth Vukmanic
Certification Coordinator

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CHAPTER ONE: Sustainability in Practice[™] 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
Certification Cycle	December 1- November 30
Application (see below for details)	December 1*
Applicant representative must attend one mandatory SIP Informational Training. Trainings available January - March**	January - March
Program staff available for a pre-audit assistance meeting	No Later than June 1
Applicant schedules inspection with approved auditor (listed on last page) Audit must occur between June 1 and July 15.	May
Applicant submits completed Standards and documentation to auditor	No later than seven days prior to onsite audit (if applicable).
Auditor conducts documentation audit and/or onsite inspection	Between June 1 and July 15
Auditor submits audit reports to staff to be blinded and submitted to Certification Advisory Committee (CAC)	July 25
CAC determines 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
Applicant submits July 1 through November 30 PUR to staff	December 15

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

** New applicants only

New Vineyard Application Process

Please review the entire Information Package and return the following items no later than December 1. Applications submitted after December 1st will be handled on a case by case basis.

- Vineyard Application form
- Signed Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement (NDA)
- Property map marked with acres
- List of blocks, varieties, and acres
- Signed Sustainability in Practice Vineyard Certification Agreement
- Completed Vineyard Fee Worksheet
- One time \$500 application (members); \$1,000 (nonmembers)

SIP[™] 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
- Digital editable forms for the Certification Standards
- Copy of application and signed Mutual NDA
- Additional forms and information

Renewal Vineyard Application Process

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.

Please review the entire Information Package and return the following items no later than December 1. Applications submitted after December 1st will be handled on a case by case basis.

- Vineyard Renewal Application form

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Standards Completion

It is recommended 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 totaling 500 points. In order to be eligible for certification, vineyards must receive a minimum of 50% of the applicable Management Enhancement points. Some questions have Not Applicable answers. If a Not Applicable answer is selected that questions point value is subtracted from the total available Management Enhancement points. For example, if a Not Applicable answer is selected on a question worth 5 points the total available Management Enhancement points goes from 500 to 495. In total, the applicant needs at least 75% of the total available points to be eligible for certification.

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 on the last page of the Standards. This list includes active ingredients included in the following 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. The Certification Advisory Committee (CAC) will review the documentation justifying the request and give its decision within five business days of staff receipt of the written grower request. Applicant name and affiliation are not disclosed to the CAC.

Vineyard Audit Process

SIP is an annual certification. The certification cycle is December 1 through November 30. 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 December 1, 2010 through November 30, 2011 would be eligible for certification for the 2011 vintage.

The certification process is a 3-year cycle, with all growers receiving a complete documentation and onsite audit in year one of the cycle. Growers will receive various combinations of documentation audits, interviews, and onsite inspections for years two and three of the cycle. (e.g. a vineyard is in cycle 1 when they are first certified in 2008 and are again in cycle 1 their fourth year of certification in 2011).

New applicants can contact program staff to schedule a pre-audit assistance meeting early in the 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 one-time application fee includes 3 hours of pre-audit assistance at the program staff office. Additional assistance will be charged at a rate of \$30 per hour.

Audits must be completed between June 1 and July 15. Documentation received by your auditor after the July 15 deadline is subject to a late penalty. The applicant will be charged \$250 for documentation received after July 20 and \$500 for documentation received after July 31.

Cycle 1 Audit

All applicants in year one of the certification cycle will receive a full documentation and onsite audit. The audit process is completed in two parts:

- 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 either on or offsite.
- Onsite Inspection. Auditor visits the vineyard, interviews the grower, reviews the documentation, and tours the property. Documentation not verified during the preliminary review, must be present and verified during the onsite inspection.

Renewal Cycle 2 and 3 Audit

Each year, the applicant must submit a Renewal Application. For cycle two and three, all applicants must submit specific documentation. The renewal documentation list is provided by program staff annually and is subject to change on an annual basis. These items will be reviewed by the independent auditor (offsite) and may require an interview.

Onsite Cycle 2 and 3 Audit

Each year, staff and Certification Advisory Committee (CAC) will randomly select 10% of the renewal applicants to receive an onsite audit. Grower notification of this audit selection will be made by February. Applicants must submit the same cycle 2 and 3 renewal documentation as specified by program staff annually. These items will be reviewed by the independent auditor (on or offsite) and the auditor visits the vineyard, interviews the grower, spot reviews documentation, and tours the property.

Impromptu Cycle 2 and 3 Audit

Staff and CAC will randomly select one renewal applicant to receive an impromptu onsite audit. Notification of the impromptu renewal onsite audit will occur at least 48 hours prior to the scheduled inspection. Applicants must submit the same cycle 2 and 3 renewal documentation as specified by program staff annually. These items will be reviewed by the independent auditor (on or offsite) and the auditor visits the vineyard, interviews the grower, spot reviews documentation, and tours the property.

Three Year Audit Cycle Details

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

Auditor Selection and Time

Each vineyard and winery will select their auditor from the list of approved auditors provided in the Information Package. The vineyard will schedule an audit to take place within program deadlines of June 1 through July 15. Cycle 1 documentation and onsite audits will require 8 – 15 hours depending on grower readiness and condition of the documentation. Staff expects renewal cycle 2 and 3 documentation audits to take 1 – 3 hours and onsite and impromptu onsite audits to require 2 - 4 hours. The grower pays the audit fees directly to the auditor (including travel costs, if applicable).

Vineyard Eligibility

Following the third-party audit, the auditor will submit a report of findings to program staff. Staff will blind the audit 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). Applicants placed on hold pending submittal of additional documentation will need to complete the requirements by the date specified in their Letter of Eligibility.

Once the fully executed Vineyard Certification Agreement and applicable fees (paid on 100% of audited acres) have been received, program staff will provide a Certification Letter and accompanying materials. The Certification Letter lists final certified acres so it is imperative that the applicant carefully reviews the information for accuracy. If the applicant feels that any information is inaccurate they have 30 days to contact program staff.

SIP Certification is contingent on practices remaining in alignment with all Standard Requirements through November 30 of the certified vintage. Applicants are required to submit Pesticide Use Reports (PUR) from July 1 through November 30 of the certified vintage to the program staff. PUR must be submitted on or before December 15 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 - 2,499	\$ 8.00
2,500 - 4,999	\$ 7.00
5,000 or more	\$ 5.00

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 SIP 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.	Ongoing
Applicant prepares documentation audit and schedules documentation inspection with approved auditor. Program staff assistance available.	Ongoing – once final blend is complete
Auditor conducts documentation inspection of 20% of applied for wines.	Ongoing – once final blend is complete
Auditor submits reports to staff to be blinded and submitted to Certification Advisory Committee (CAC).	No later than five business days after audit
CAC determines eligibility based on blind audit reports.	Within five business days of receiving audit report
Program staff notifies applicant of the CAC determination of eligibility.	Within five business days of CAC decision
Final licensing is granted with the full execution of the Certification Agreement and payment of White/Rose wine certification fees.	Due within one month after bottling or by September 15 of the following vintage
Applicant submits bottling records for audited wines to program staff	December 1
Final licensing is granted with the full execution of the Certification Agreement and payment of Red wine certification fees.	Due within one month after bottling or by December 15 of the following vintage

Application Process

Please review the entire information package and return the following item.

- Wine Application form including required attachments listed on form

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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.

Chain of Custody Audit. The Applicant prepares documentation and schedules a chain of custody audit directly with an approved third-party auditor listed in the Information Package. Chain of custody documentation includes a standard operating procedure identifying SIP 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 SIP Certified fruit. The auditor reviews 20% of applied for wines (selected by auditor) and verifies hardcopy chain of custody documentation offsite.

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 SIP Certified fruit as verified by the wine audit. The Rules of Use are specified in the Winery Certification Agreement.

Following the third-party wine audit, the auditor will submit an audit report to program staff. Staff will then submit blinded (applicant names and affiliations are not disclosed) audit reports to the Certification Advisory Committee (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. Applicants are required to submit bottling records for the wines audited by December 1 of the bottling year.

Applicable fees are calculated on final case production. Payment is due no later than one month after bottling or by September 15 of the following vintage for white and rose wines and by December 15 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. tasting notes, sales sheets, shelf hangers, neckers, 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

Wine Application

Wine Certification Agreement

Wine Certification Fee Worksheet

Approved Logos/Verbiage

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.
835 12th Street, Suite 204, Paso Robles, California 93446

Please print legibly.

Vineyard Information:

CC

Vineyard Name

Year of Certification

Vineyard Physical Address

City, State Zip

Total Planted Acreage Included in Application

Total Site Acreage

Vineyard Pesticide Use Permit Number

Main Contact Information:

Main Contact Name

Main Contact Title

Mailing Address

City, State Zip

Phone Number

Fax Number

Mobile Number

Email Address

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, nonrefundable 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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MUTUAL CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT (the "Agreement"), with an effective date of _____ ("Effective Date"), is by and between Central Coast Vineyard Team, a California nonprofit mutual benefit corporation, located at 835 12th Street, Suite 204, Paso Robles, CA 93446 ("CCVT") and _____, located at _____, a _____, located at _____, Company Name _____, Company Type (i.e. Corporation, LLC, etc.) _____, Address _____ ("Company").

CCVT and Company agree to exchange information, subject to the terms and conditions set forth below:

1. CONFIDENTIAL INFORMATION

"Confidential Information" means nonpublic information that disclosing party ("Disclosing Party") designates as being confidential or which, under the circumstances surrounding disclosure, the receiving party ("Receiving Party") should know is treated as confidential by the Disclosing Party. Confidential Information includes, without limitation, non-public information relating to growing, marketing and promoting any Disclosing Party product, Disclosing Party's business policies or practices, financial information, technical information, computer systems, infrastructure designs, data, analysis, compilations, studies or other documentation, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party, its employees, related entities and/or agents is covered by this Agreement. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party without access to the Disclosing Party's information.

2. OBLIGATION OF NON DISCLOSURE

Receiving Party shall not use or disclose any Confidential Information to third parties, except as provided for by this Agreement or in accordance with judicial or other governmental order (provided Receiving Party shall take reasonable measures to give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent). Receiving Party shall safeguard the Confidential Information with at least the same level of care as it uses to safeguard its own confidential information. Receiving Party agrees to segregate all such Confidential Information from the confidential information of others in order to prevent commingling. Receiving Party may disclose Confidential Information only to Receiving Party's employees, consultants and advisory boards, if any, on a need-to-know basis. Receiving Party will have executed or shall execute appropriate written agreements with such employees and consultants sufficient to require them to comply with all the provisions of this Agreement during and after the term of their employment or engagement. Receiving Party may not reverse engineer, decompile or disassemble any processes, formulas or methods disclosed to Receiving Party. The Receiving Party may use the Confidential Information only for the purpose of evaluating entering into a particular transaction or agreement that is currently being discussed by the parties, or to further a transaction or agreement entered into by the parties.

3. NOTICE OF DISCLOSURE

Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further

unauthorized use. At the Disclosing Party's request, the Receiving Party will use its best efforts to enforce the confidentiality obligations of this Agreement against its employees, consultants and advisory board members, if any, during and after the term of their employment or engagement.

4. RETURN OF INFORMATION

Upon the request of the Disclosing Party, Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information, or at Disclosing Party's option, certify destruction of the same.

5. NON CIRCUMVENTION

The parties, including any affiliates, subsidiaries, partners, and agents thereof, shall not circumvent or attempt to circumvent the other party. This agreement not to circumvent includes, but is not limited to: (i) an agreement not to attempt to work outside of the other party for the purpose of obtaining a similar contract with a third party that the parties would have obtained in connection with this Agreement or any other agreement between the parties; and (ii) an agreement not to provide information made available pursuant to this Agreement to any other person for the same purpose of working outside of the other party for the purpose of obtaining a similar contract with a third party that the parties would have obtained in connection with this Agreement or any other agreement between the parties.

6. REMEDIES

Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive and other equitable relief (without bond and without the necessity of showing actual monetary damages) as may be deemed proper by a court.

7. MISCELLANEOUS

(a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(c) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of California and both parties further consent to jurisdiction in San Luis Obispo County, California.

(d) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior approval.

IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date.

CENTRAL COAST VINEAYRD TEAM
Authorized Signature: _____
Printed Name: Kris O'Connor
Title: Executive Director

COMPANY: _____
Authorized Signature: _____
Printed Name: _____
Title: _____

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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 – 2499	\$8.00
2500 – 4999	\$7.00
5000 or more	\$5.00

*\$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: _____

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 of Certification

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

This page is intentionally left blank.

VINEYARD RENEWAL APPLICATION

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

Please print legibly.

Vineyard Information:

Vineyard Name	Certification Year
---------------	--------------------

Main Contact Information:

Main Contact Name	Main Contact Title
-------------------	--------------------

Mailing Address	City, State Zip
-----------------	-----------------

Phone Number	Fax Number
--------------	------------

Mobile Number	Email Address
---------------	---------------

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 SIP™ 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

WINE APPLICATION

Please complete, sign, provide necessary documentation, and return one copy to program staff and one copy to your auditor selected from the approved list on the last page of the Information Package.
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

List all wines included in the audit. **Twenty percent of applied for wines will be chosen from this list to undergo a thorough verification process** from vineyard (block) to final blend composition. Attach additional list if the space provided is insufficient.

Audited*	Brand	Vintage	Varietal/Source	Bottling Date (est.)	Release Date (est.)	Cases (est.)
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
Total Cases (a)						
Per Case Fee (b)						
Total Fee (a x b)						

*to be completed by auditor

Sustainability in Practice (SIP)TM

Vineyard Certification Program

- 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

This page is intentionally left blank.

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: _____

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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EXHIBIT A

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 Sustainable
SIP[™] Certified

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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 3/5/12

Vineyard Auditors

Coastal Vineyard Consulting
Kelley Brophy Clark
PO Box 1727
Nipomo, CA 93444
P: (805) 680-6492
F: (805) 929-8301
coastvines@charter.net

FJS Consulting
Chip Sundstrom
2744 Del Rio Place, Suite 200
Davis, CA 95618
C: (530) 304-1158
F: (530) 758-8523
fjsundstrom@sbcglobal.net

Pacific Crop Associates
Mike Wise
1144 Palm Street
San Luis Obispo, CA 93401
P: (559) 930-8677
pacificcrop@gmail.com

Adega Consulting
Jeremy Cook
Central Coast
PO Box 781
Avila Beach, CA 93424
P: (805) 234-4296
North Coast
405 North First Street #312
San Jose, CA 95112
P: (510) 289-7215
jjc2344@gmail.com

Wine Auditors

Compli, Inc.
Beverage Compliance
July Ackerman
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