



Membership Terms & Conditions

This Membership Terms and Conditions ("Agreement" or "Terms and Conditions") is a legal agreement between you/your organization ("You/Your") and the Paso Robles Wine Country Alliance ("PRWCA") which sets forth the terms and conditions of your membership. You understand that the rights of membership, including the right to identify membership, begin only when You have been notified that your application for membership has been accepted. These Terms and Conditions are in addition to the PRWCA's Bylaws, Privacy Policy, Code of Advertising Standards which by applying for membership, You acknowledge You have read and understand and agree that they will also govern and control Your membership.

PRWCA membership is open to wineries, vineyards, growers and other entities or individuals involved in or affiliated with the Paso Robles wine industry. PRWCA reserves the right to decline membership to any entity or individual.

Membership Categories and Dues:

Members purchase a category of membership and, if applicable, a sub-category of membership within the first membership category. A member may elect to pay membership fees in one annual payment or two installment payments.

Classes of Membership

- *Winery Membership* - Winery membership includes any bonded winery in Paso Robles Wine Country and/or sourcing fruit or juice (bulk wine) to make Paso Robles American Viticulture Area (AVA) and York Mountain AVA labeled wines. Wine tasting rooms must be owned by a bonded winery, although the bonded winery need not be located within the Paso Robles AVA. The Paso Robles AVA includes the Paso Robles and York Mountain viticulture areas as defined by the Alcohol and Tobacco Tax and Trade Bureau. Winery members may participate in a wide range of marketing activities designed to help members build their brands while strengthening the regional brand. Dues are assessed on an annual basis and are dependent upon wine case production. Benefits of Winery Membership: <http://www.pasowine.com/files/WineryBenefits.pdf>
- *Grower Membership* - Grower membership includes wine grape growers within the Paso Robles American Viticulture Area (AVA) including wineries with vineyards. Dues are assessed on an annual basis and are dependent upon planted acreage assessment. Benefits of Grower Membership: <http://www.pasowine.com/files/GrowerBenefits.pdf>

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- *Associate Membership* - Associate membership is designed for businesses or individuals who benefit from the success of the Paso Robles Wine Country Alliance and its wine industry members including wine industry suppliers and community businesses. Dues are assessed annually dependent on level of membership. Multiple levels of membership are available varying in benefits offered:
<http://www.pasowine.com/files/AssociateBenefits.pdf>
- *Hospitality Membership* - Hospitality membership is for businesses and individuals offering hospitality related services for wine consumers visiting the Paso Robles AVA including Restaurants/Caterers, Lodging, Transportation services, Recreational Activities, Specialty Shopping/Tasting and Olive Oil Tasting. Dues are assessed annually and are dependent on the level of membership chosen:
<http://www.pasowine.com/files/HospitalityBenefits.pdf>

Term of Membership:

The term of membership shall be one year. The term may be renewed upon written approval and acceptance by PRWCA. Membership shall commence upon being notified that Your application for membership has been accepted by PRWCA or upon notification of renewal, as the case may be.

PRWCA shall have the right, in its complete and sole discretion, to terminate Your membership if You fail to comply with the terms and conditions stated herein or in the Bylaws. In the event that the Agreement is breached, PRWCA reserves the right to immediately remove any content related to You from any online or written materials provided by PRWCA and suspend or terminate Your membership.

Obligations of Members

You shall timely pay dues, fees and other assessments applicable to your class of membership and payment plan as established from time to time by PRWCA. PRWCA may establish reasonable additional fees or charges for participation in meetings, events or for other benefits of membership. You understand failing to timely pay membership dues, assessments or fees constitutes a material breach of this Agreement. PRWCA in its sole discretion may suspend or terminate all of Your membership benefits, rights and privileges and retain all membership dues, assessments or fees paid as of the date of breach. These rights of PRWCA are in addition to any other rights or remedies to which PRWCA may be entitled.

You understand after 30 days from the Payment Due Date, all unpaid balances will be assessed a 1.5% per month (18% APR) finance charge. In addition to the finance charge, You agree to pay all PRWCA's legal fees, court costs and/or collection fees incurred by it as a result of or relating to Your delinquent account.

Online and Printed Advertising Terms and Conditions

Members may be included by reference in both online and printed advertising materials produced by PRWCA, depending on their membership class.

Advertisement Approval:

You acknowledge that it is Your sole responsibility to proof any advertisement submitted to PRWCA for publication online or in print. Some advertising materials shall be available for preview in PRWCA office prior to final print. You bear full responsibility to proof all text, map location, legend and label during the preview period. You indemnify and release PRWCA for any errors contained in the advertisement You submit and PRWCA assumes no responsibility for the content of Your advertisement.

Right to Refuse Unacceptable Advertising:

PRWCA reserves the right to refuse any advertisement that does not meet its quality standards or is not submitted in sufficient time to allow production. In addition, PRWCA may, in its complete discretion, refuse the use of any advertisement copy that it deems inappropriate.

Truth in Advertising and Indemnification for Liability:

You are solely responsible for any legal liability arising out of or relating to the content of the advertisement submitted. You represent and warrant that any advertisement submitted will comply with Federal and California law and PRWCA advertising standards; and that it holds the necessary rights to permit the use of the advertisement for the purpose of this Agreement; and, the use, reproduction, distribution, or transmission of the advertisement will not violate any laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, or other property rights. Advertiser agrees to indemnify PRWCA and to hold PRWCA harmless from any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses that may be incurred by PRWCA, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

Code of Advertising Standards:

You agree that Your advertising in any form (not just PRWCA published advertising) shall be in compliance with the Wine Institute's Code of Advertising Standards. A current copy of which can be found at the PRWCA website. The Code of Advertising Standards is subject to revision at any time without notice to You.

Member Use of PRWCA Name and Logo:

During the Term of this Agreement, PRWCA grants You a nonexclusive, non-assignable and non-transferable limited license to use the PRWCA Name and Logo for the limited purpose of

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conveying notice of Your membership in PRWCA. You agree that the PRWCA Name and Logo may not be otherwise used, copied, reproduced or altered in any manner. Nothing in this Agreement, or in Your use of the PRWCA Name and Logo, will give You any right whatsoever in the PRWCA Name and Logo, or in any similar marks, beyond the right granted in this Agreement.

Upon any termination, expiration, cancellation or suspension of your membership, you shall discontinue all use of the Name and/or Logo. Furthermore, PRWCA has an absolute right to terminate, cancel, suspend or withdraw your license at any time.

You may not modify the Name and/or Logo or create derivative works based upon the Name and/or Logo or any part of the Name and/or Logo. PRWCA reserves all rights not expressly granted.

Use and Disclosure of Contact Information:

PRWCA may request business contact information, including, without limitation, e-mail addresses, telephone and facsimile numbers, and physical addresses, pertaining to its Members. PRWCA will use this information for customer service and account management purposes, including to reply to your inquiries, to provide you with requested products and services, to set up your account, and to contact you. By providing your business contact information to PRWCA, You have consented to the use and disclosure of that information in this manner and as stated in our Privacy Policy.

Limitation of Liability:

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL PRWCA BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR AFFILIATION WITH PRWCA OR PARTICIPATION IN ANY PRWCA EVENT OR ACTIVITY, EVEN IF PRWCA HAS BEEN ADVISED OF THE RISK.

Assignment:

You may not assign Your membership, in whole or in part, without PRWCA's prior written consent. Any attempt to assign Your membership without such consent will be null and void.

Notices:

All notices to PRWCA should also be emailed to: Jennifer Porter at jporter@pasowine.com.

Any party to this Agreement may change its address for notice purposes, by providing written notice of the change of address to the other party.

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Miscellaneous:

No modification to these terms and conditions is binding, unless in writing.

These terms and conditions will be governed by and construed in accordance with the laws of the State of California. Venue for any action or arbitration brought to enforce or interpret these terms and conditions of membership shall be San Luis Obispo County Superior Court. To the extent litigation is commenced to interpret or enforce any provision of this Agreement, the prevailing party in any such litigation shall be entitled to recover its reasonably attorney's fees and litigation costs.

Other than PRWCA's Bylaws, this Agreement is the entire Agreement between You and PRWCA relating to the subject matter herein and supersedes all prior and contemporaneous oral or written communications, proposals, and representations with respect to its subject matter.

PRWCA reserves the right to change this Agreement and/or its terms at any time and may eliminate the license granted herein with respect to You individually or all members collectively at any time. Any change to this Agreement and/or its terms shall be effective as of the date of posting to the website of PRWCA or actual notice to you, whichever is earlier.