

Information Package 2019

Sustainability in Practice (SIP) Certified



Thank you for your inquiry regarding the Sustainability in Practice (SIP) Certified® Program for sustainable winegrowing. SIP Certified is the gold standard for sustainable vineyard, winery and wine certification, challenging you to review, implement, and amend practices that impact the earth, its people, and future generations while offering buyers and consumers a trustworthy seal that guarantees conscientious quality.

SIP Certified evolved from over 20 years of work in sustainability and has undergone two extensive external peer reviews. The Standards continue to evolve and incorporate comments from dozens of state, federal, social, environmental, agricultural, and university experts.

Program Distinction:

- SIP Certified is meaningful, measurable, and verifiable. Not everyone can meet the requirements. This will distinguish you from your peers.
- SIP Certified substantiates practices in place through third-party inspection, providing certification, not self-assessment, of sustainability.
- SIP Certified prohibits the use of high risk pesticides – differentiating it from other sustainability certifications.
- SIP Certified addresses the people aspect of sustainability – customers care how companies treat their employees.
- SIP Certified provides regulatory relief in Regional Water Quality Control Board 3.
- SIP Certified has allowed the seal on the bottle of wine since 2008, helping your customers shop their values.
- SIP Certified provides all levels of support and a variety of materials to help you maximize your value and increase awareness of your wines and SIP Certified seal.

Applicants can choose to certify their vineyard or winery or both by implementing the rules covered in the Standards. Wines can carry the SIP Certified seal on their packaging when they are made with at least 85% SIP Certified fruit as verified by an inspection. SIP Certified applies to individual vineyards, wineries, and year specific wines and does not certify organizations.

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 805.466.2288.

Sincerely,

Kris Beal
Executive Director

Beth Vukmanic Lopez
SIP Certified Manager

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Technical Advisory Committees (TAC)

SIP Certified prides itself on the rigorous rules and content of the Standards, which outline the farming and wine processing qualifications for certification. To maintain the utmost integrity, the Vineyard and Winery Vineyard Technical Advisory Committees play a critical role in the program.

Purpose

The Technical Advisory Committee is dedicated to ensuring the excellence of the SIP Certified program. These committees are responsible for determining program updates including rules, guidelines, and the addition or modification of Standards questions.

Membership

- Committee will have five to eight members.
- No more than half the members on the committee will be SIP Certified.
- Committee membership will rotate periodically.
- New members are recommended by staff and the existing committee.
- Final approval of committee members is granted by the Vineyard Team Board of Directors.

Operations

- Annual review of one to three Standard chapters.
- Annual review of the Information Package rules and procedures.
- Major changes and updates to the Information Package or Standards will be piloted for content and clarity by four to six interested parties prior to release.
- Oversees external peer review of entire program every five years.
- Changes made to the Information Package and Standards are published and posted online by December 1 of the certification year.

Current Vineyard TAC Members

- Willy Cunha, Sunview Shandon Vineyards
- Amy Freeman, Independent
- Bill Hammond, Jackson Family Wines
- Gregg Hibbits, Mesa Vineyard Management
- Brenda Ouwerkerk, San Luis Obispo County Department of Agriculture
- Anji Perry, J. Lohr Vineyards & Wines
- Lucas Pope, Halter Ranch
- Daryl Salm, Paraiso Vineyards

Current Winery TAC Members

- Michael Callahan, Chamisal Vineyards
- Melissa Duggan, Treasury Wine Estates
- Amy Freeman, Brave New Wine
- Ian Herdman, J. Lohr Vineyards & Wines
- Ben Mayo, San Antonio Winery
- Dave Sartain, Paso Robles Wine Services

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Certification Advisory Committee (CAC)

The Certification Advisory Committee (CAC) is comprised of independent government, academic, and industry professionals with agricultural expertise, experience with inspections and audits, and commitment to program integrity. This committee votes on anonymous inspection reports to determine eligibility for vineyard, winery, and wine certification.

Purpose

- Determine vineyard, winery, and wine eligibility for certification based on inspector's findings.
- Grant certification based on compliance with all program requirements.
- Approve accredited inspectors.
- Review and make determinations based on applicant extension and exemption requests.
- Review and make determinations based on applicant appeals.
- Oversee the program to ensure transparency, fairness, and integrity.

Membership

- Committee will have five members.
- Terms are three year staggered intervals not to exceed three terms. Resigning committee members will recommend potential replacements.
- Committee members will be selected through a process involving CAC and Technical Advisory Committees. Final approval is granted by the Vineyard Team Board of Directors.
- The new member and outgoing member will overlap at the first opportunity to attend a meeting.
- Members will represent regulatory, academic, technical, and agricultural expertise with no individual interest group representing a majority of the committee.
- At least one member will be on the Vineyard Team Board of Directors.
- Committee members will maintain confidentiality as per the Non-Disclosure Agreement.
- Members will be free from conflict of interest as it pertains to the certification process. If a conflict arises, committee member has a responsibility for full disclosure and will recuse him/herself from related votes.

Operations

- Business and voting can be conducted in person, electronically, or by conference call.
- A majority vote of the CAC represents the Committee's decision.
- Committee will meet two to three times per year in addition to intermittent conference calls and electronic communications.
- Program staff will coordinate and prepare committee meetings.

Current CAC Members

- Hunter Francis, California Polytechnic State University, San Luis Obispo
- Julian Malone, Coastal Vineyard Care
- Brenda Ouwerkerk, San Luis Obispo Department of Agriculture
- Steve Saiz, Regional Water Quality Control Board
- Jill Whitacre, Independent

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CERTIFICATION ADVISORY COMMITTEE NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between Vineyard Team (hereinafter referred to as "Discloser") and _____ (hereinafter referred to as "Recipient").

A. Discloser offers a wine industry certification program ("Certification Program") to wine grape growers and wineries ("Wine Industry Disclosers"), designed to promote environmentally safe, viticulturally effective, economically sustainable farming methods. Recipient is willing to serve on an advisory board that will assist Discloser with the Certification Program, and Recipient will receive Confidential Information (defined below) in conjunction with Recipient's participation as a member of Discloser's Certification Program advisory board.

B. Discloser owns and will also obtain from Wine Industry Disclosers certain information, technical data, non-technical data, intellectual property (including trade secrets), facts, financial information, know-how in whatever form, methods, formulas, processes, techniques, specifications, documented information, machine readable or interpreted information, information contained in physical components, business plans, in written, oral, and electronic form, all relating to the certification program (hereinafter the "Confidential Information"). Such Confidential Information does not include information which is: (i) developed by Recipient independently of Discloser without breach of this Agreement as supported by Recipient's written records, (ii) rightfully obtained without restriction by Recipient from a third party, (iii) at the time of disclosure, or thereafter becomes, publicly available other than through the fault or negligence of Recipient, (iv) released without restriction by Discloser to anyone, including the U.S. Government, as supported by Recipient's written records, or (v) known to Recipient at the time of disclosure as supported by Recipient's written records.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Recipient hereby agrees to receive the Confidential Information on the following terms and conditions:

1. The Confidential Information is received in confidence by Recipient, and Recipient agrees to maintain the Confidential Information in confidence and not to disclose the same.

2. The Confidential Information is being disclosed to Recipient and Recipient receives the Confidential Information solely for the purpose of performing his or her duties as a member of Discloser's Certification Program advisory board, and specifically agrees not to use the Confidential Information for any other purpose. Recipient may not use in whole or in part the Confidential Information for his or her personal uses or purposes, or for the benefit of third parties, including without limitation, any governmental entity. Recipient may not use the Confidential Information to provide, design, reproduce, redesign, reverse engineer or manufacture any services, products or equipment of Discloser or of any Wine Industry Discloser. Recipient may not use the Confidential Information to perform any services relating to the services, products or equipment of Discloser or of any Wine Industry Discloser.

3. Recipient agrees to take reasonable measures to safeguard the Confidential Information, including such measures as are reasonably necessary to ensure compliance with this Agreement.

4. Recipient further agrees not to make copies of any materials furnished as a part of the Confidential Information except after prior written permission of Discloser.

5. The Confidential Information shall remain the property of Discloser, or of the Wine Industry Discloser providing the information to Discloser. Recipient also agrees to provide Discloser with all documents and information generated by Recipient pursuant to his or her participation as a member of Discloser's advisory board.

6. Recipient will not, without Discloser's consent, disclose to any person the fact that it has obtained the Confidential Information.

7. If Recipient, or anyone else to whom Confidential Information is provided as permitted by this Agreement, receives notice indicating that it may or will be legally compelled to disclose any of the Confidential Information, it will provide Discloser with prompt notice so that Discloser may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. If a protective order or other remedy is not obtained for whatever reason, or if Discloser waives compliance with this Agreement in writing, the compelled person will furnish only that portion of the Confidential Information in respect of which it is advised by written opinion of counsel that it is required to disclose.

8. Upon request of Discloser, Recipient further agrees to return to Discloser forthwith all Confidential Information furnished to Recipient.

9. The parties agree that a breach of any part of this Agreement by Recipient shall cause immediate and irreparable injury to Discloser due to the unique nature of the Confidential Information.

10. This Agreement shall be governed by and construed according to the laws of the state of California. Any proceeding regarding enforcement of this Agreement shall take place in the County of San Luis Obispo, State of California, in the United States of America. Each party irrevocably consents to the personal jurisdiction of such courts and irrevocably waives any objection that such party may now or later have based on venue or forum non conveniens.

11. This Agreement is non-assignable.

12. Counterparts; Digital Signatures: This Agreement may be signed and delivered in counterparts. It may be signed and delivered by each Party either (i) by facsimile or (ii) digitally through the use of EchoSign, DocuSign, or other software that results in verified and confirmed signatures delivered digitally to each Party. Each such digital signature of a Party shall be treated as an original as if personally signed by that Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

DISCLOSER:

Company: Vineyard Team

Signature: _____

Name: Kris Beal

Title: Executive Director

RECIPIENT:

Company: _____

Signature: _____

Name: _____

Title: _____

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Peer Review

Peer review of the Vineyard and Winery Standards ensures the scientific and technical integrity of the SIP Certified program and rules.

Process

- A full peer review is completed every five years.
- Each chapter is reviewed by at least three topic experts.
- Reviewers will represent academic, industry, environmental, and government professions.
- Technical Advisory Committee (TAC) considers all reviewer comments, deliberates, and documents all changes.

Reviewers

- Thoroughly review relevant Standard chapters.
- Comment on existing questions.
- Make recommendations based on accepted best farming/winemaking practices, current scientific findings, and new technology.

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Certified Properties: Vineyard and Winery

The SIP Certified program gives applicants third party verification of their sustainable farming and/or wine processing practices. Applicants can choose to certify their vineyard or winery or both. The program document, called the Standards, was developed by the industry to address vineyards and wineries in their entirety. This section provides a summary of timing and procedures for 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 Documents

Program documents are updated annually and posted by December 1. Vineyard and winery documents are available in the online database at <https://app.sipcertified.org> and at <http://www.sipcertified.org/certification/documents>.

- **Information Package** - Program rules and guidelines.
- **Standards** - Certification practices.
- **Vineyard Prohibited Materials List** – Active ingredients not allowed in order to qualify for vineyard certification (see Standard 9.1.1).
- **Updates and Cycle 2 & 3 Inspections** – Includes changes made to the previous year's Information Package and Standards and Standards to be documented for Cycle 2 or 3 inspections.

Program Timeline

Timeframe	Action
Dec. 1 - Nov. 30	Certification Cycle
Dec. 1	*Application
Jan. - March	**Applicant representative must attend one mandatory informational training. Trainings available January - March**
No Later than June 1	Program staff is available for a pre-inspection assistance meeting
May	Applicant schedules inspection with approved inspector. Inspection must occur between June 1 and July 15
No later than seven days prior to onsite audit (if applicable)	Applicant submits completed Standards and documentation to inspector in the database
Between June 1 - July 15	Inspector conducts documentation inspection and/or onsite inspection
July 25	Inspector submits inspection reports to staff in the database to be redacted and submitted to Certification Advisory Committee (CAC)
Aug.	CAC determines eligibility for certification based on blind inspection reports
Aug.	Program staff notifies applicant of the CAC determination of eligibility
Sept. - Oct.	Certification is granted following full execution of the Certification Agreement and payment of fees
Dec. 15	Vineyard applicant submits July 1 through Nov. 30 pesticide use reports and Year End Nitrogen and Water Use Reports to inspector Winery applicant submits noise testing (every three years) to inspector
Dec. 31	Inspector submits verification of December 15 submissions to staff in the database

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

** New applicants only

New Application – Due December 1

Please review the entire Information Package and return the following items no later than December 1. Applications submitted after December 1 will be handled on a case by case basis. Forms to be completed for application are:

Vineyard and/or Winery

- Vineyard and/or Winery Application
- Signed Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement (NDA)
- Signed Sustainability in Practice Vineyard and/or Winery Certification Agreement
- Completed Vineyard and/or Winery Fee Worksheet
- One time \$500 application ([Vineyard Team](#) members); \$1,000 non-members)
- Property map marked with acres (vineyard applicants only)
- List of blocks, varieties, and acres (vineyard applicants only)

Submit all forms, documentation, and payment to:

Vineyard Team
5915 El Camino Real
Atascadero, CA 93422

Once the applicant completes, signs, and returns the application materials above, program staff will send the following within 10 business days of receipt:

Vineyard and/or Winery

- Login to database at <https://app.sipcertified.org>
- Signed Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement (NDA)
- Signed Sustainability in Practice Vineyard and/or Winery Certification Agreement
- Additional forms and information

Renewal Application – Due December 1

SIP Certified applicants are renewed on an annual basis. Renewal applications are submitted through the online database (<https://app.sipcertified.org>) by December 1. Applications submitted after December 1 will be handled on a case by case basis.

Adding New Vineyards/Increasing Winery Capacity

For vineyards, acres added to certification that are contiguous to existing certified acres and greater than 20% of the currently certified acres, require a Cycle 1 full inspection.

For wineries, facilities that increase by 50% or more of the currently certified capacity (measured in total gallon capacity of tanks and barrels) require a Cycle 1 full inspection.

Standards Completion

Company with Multiple Vineyards and/or Wineries

A single owner managing multiple vineyards and/or wineries can combine documentation and inspections under one application. Unless specified in the Standards, documentation can be a representative sample of the properties. Specific documentation will need to be available for all properties if requested by the inspector. Consistent information (e.g. Human Resources) can be documented once. Onsite inspections are conducted at sample properties.

Timeline

The certification cycle is December 1 through November 30. Certification applies to the vintage within which the Standards' practices were third-party inspected. For example, an applicant who submits completed Standards and documentation for practices occurring December 1, 2010 through November 30, 2011 would be eligible for 2011 certification. Documentation and practices must be based on the Standards for the current certification year and reflect practices between December 1 and November 30 unless otherwise specified in the Standard question. All records must be maintained for at least three years.

Time Required to Complete Standards

The time required to complete SIP Certified Standards documentation varies based on the size and number of properties being certified. On average:

- Cycle 1 (new applicant): 60 – 80 hours
- Cycle 1 (renewal applicant): 20 – 30 hours
- Cycle 2 and 3: 20 – 30 hours

Documentation and Points

All documentation for Requirements and Management Enhancements must be present at the time of inspection.

Documentation is completed in the online database (<https://app.sipcertified.org>).

It is important that the appropriate person(s) at the applicant property are responsible for documenting and completing certification. The applicant should have a broad knowledge of viticulture and/or winemaking, in addition to a solid understanding of the operation and company practices.

The applicant should review the Standards (which include both "Requirements" and "Management Enhancements (ME)") in its entirety. It is important for the applicant to fully understand the record keeping and documentation required for each practice.

The Standards include both Requirements and Management Enhancements. In order to be eligible for certification, applicants must document meeting ALL Requirements. Management Enhancements build on the Requirements and are assigned various point values. Applicants must receive a minimum of 50% of the applicable Management Enhancement points. Some Management Enhancement questions have "Not Applicable" answers. If a Not Applicable answer is selected that question's 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 decreases from 500 to 495. 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 and document each Management Enhancement.

Extensions

In extraordinary circumstances where documentation is missing or unavailable at the time of the Certification Advisory Committee (CAC) August meeting, the applicant must submit a written request for an extension. The request must include a thorough explanation regarding the lack of documentation, in addition to the expected date of submittal. Applicants should recognize that an extension is not often granted by the CAC. Approved extensions may be subject to late fees as outlined in the Vineyard Inspection Process section under Late Documentation Fees. See Appeals.

Exemptions

There may be extraordinary situations in which an applicant may request a temporary or research exemption from a specific Standard or rule. The applicant must contact program staff regarding their intent to request an exemption and provide written documentation justifying the exemption.

When applicable, SIP Certified will facilitate an expert review of the exemption request to obtain technical, scientific, and/or academic justification.

The Certification Advisory Committee (CAC) will review the exemption; applicant name and affiliation are not disclosed. The CAC reserves the right to seek clarifying information from the applicant and technical input from outside professionals. The CAC will make a decision within five business days of staff receipt of the written request. See Appeals.

Exemptions may be contingent on reporting data and analysis back to SIP Certified. Grower is responsible to communicate information about exemptions to their buyers.

Guidelines for Exemptions

Exemptions should include the following (where applicable) with detail to adequately inform the CAC.

- Standard or rule for which the exemption applies.
- Environmental, economic, and social impacts related to complying with the specific Standard or rule.
- Historical challenges and efforts to comply with the specific Standard or rule, including data, records, and professional recommendations.
- Proposed research or alternative, justifying its alignment with the intent of the existing Standard or rule.
- Potential impacts of the research or alternative plus proposed practices to mitigate for environmental, economic, and social impacts.

Inspection Process

Main Inspection - June 1 – July 15

Certification is annual on a three-year cycle. For example, a property is in Cycle 1 when they are first certified in 2008 and are again in Cycle 1 their fourth year of certification in 2011. Records and onsite inspections (where applicable) are conducted between June 1 and July 15.

Year End Submissions - December 15

- Vineyard applicant submits Standards 9.1.1 July 1 through Nov. 30 pesticide use reports and Chapter 14 Year End Nitrogen and Water Use Reports to inspector in the database.
- Winery applicant submits Standard 3.3.1 noise testing (every three years) to inspector in the database.

Three-Year Cycle Inspection Overview

- 100% of applicants have a full documentation and onsite inspection in Cycle 1.
- 100% of renewal applicants have a documentation inspection in Cycle 2 and 3.
- 10% of renewal applicants have a documentation and onsite inspection in either Cycle 2 or 3 for every two cycles (6 years).
- One renewal applicant per year in either Cycle 2 or 3 will have an impromptu inspection.
- A single owner or owner managing multiple renewal applicants will receive a maximum of one documentation and onsite or impromptu inspection in Cycle 2 or 3 for every two cycles (6 years).

Cycle 1 Inspection

All applicants in Cycle 1 will receive a full documentation and onsite inspection. The inspection process is completed in two parts:

Documentation

Applicant completes Standards documentation in [database](#) for the third-party inspector to review. The inspector reviews and verifies documentation of Requirements and Management Enhancements either on or offsite.

Onsite

Inspector visits the property, interviews the representative, reviews the documentation, and tours the property. Documentation not verified during the documentation review must be present and verified during the onsite inspection.

Cycle 2 and 3 Inspection

Cycle 2 and 3 renewal documentation for documentation, documentation and onsite/impromptu inspections is provided by program staff and is subject to change on an annual basis.

Documentation

Applicant completes Standards marked D (documentation) in the [database](#). These items will be reviewed by the independent inspector (offsite) and may require an interview.

Documentation and Onsite

Staff and the Technical Advisory Committee (TAC) randomly select 10% of renewal applicants to receive a documentation and onsite inspection. Notification of this inspection is identified in the database by February. Applicant completes Standards marked D (documentation) and D+O (documentation and onsite) in the [database](#). These items are reviewed by the independent inspector (on or offsite) and the inspector visits the property, interviews the applicant, spot reviews documentation, and tours the property.

Impromptu

Staff and the Technical Advisory Committee (TAC) randomly select one renewal applicant to receive an impromptu onsite inspection. Notification of the impromptu renewal onsite inspection will occur at least 48 hours prior to the scheduled inspection. Applicant completes Standards marked D (documentation) and D+O (documentation and onsite) in the [database](#). These items will be reviewed by the independent inspector (on or offsite) and the inspector visits the property, interviews the applicant, spot reviews documentation, and tours the property.

Inspector Selection and Time Requirements

Each applicant will select and hire their inspector from the list of [SIP Accredited Inspectors](#) provided in the Information Package. The applicant will schedule an inspection between June 1 and July 15. Time required for the inspection depends on applicant readiness and condition of the documentation. The applicant pays inspection fees directly to the inspector (including travel costs, if applicable).

If an inspector notes that an applicant has insufficient or questionable documentation, the Certification Advisory Committee (CAC) can require additional impromptu inspections the following certification cycle with a unanimous vote.

Generally, inspection time is as follows:

- Cycle 1 (new applicant) documentation and onsite inspections: 8 – 15 hours
- Cycle 1 (renewal applicant) documentation and onsite inspections: 4 – 6 hours
- Cycle 2 and 3 documentation inspection: 1 – 3 hours
- Cycle 2 and 3 documentation and onsite/impromptu inspection: 2 – 4 hours

Late Documentation Fees

Inspections must be completed by program deadlines. The main sections Requirements and Management Enhancements must be completed between June 1 and July 15 and all documentation must be provided to the inspector by July 25. Vineyard 9.1.1 June/July to November Pesticide Use Reports and Chapter 14 Water and Nitrogen Use and Winery 3.3.1 noise testing (every three years) must be submitted by December 15. All documentation must be provided to the inspector by December 31. Late documentation is subject to a \$250-\$500 late fee penalty and is assessed at the discretion of program staff based on the individual circumstances. Incomplete inspection reports and documentation are subject to a NOT ELIGIBLE vote by the Certification Advisory Committee (CAC). Growers may appeal penalties and decisions as per the program rules. See appeals.

Eligibility

Following the third-party inspection, inspectors submit their report to program staff by July 25. Staff blinds the inspection report so that applicant names and affiliations are not disclosed to the Certification Advisory Committee (CAC). Staff schedules and facilitates a CAC meeting to be held in August. The CAC reviews inspector reports and votes ELIGIBLE, HOLD or NOT ELIGIBLE. A majority vote of the entire CAC represents the Committee's decision.

Following the August CAC meeting, applicants are notified of the eligibility decision. If an applicant is eligible for certification, notification will also include an invoice for certification fees. Applicants placed on HOLD need to complete the requirements by the date specified in their Letter of Eligibility.

Certification

Once the fully executed Certification Agreement and applicable fees (paid on 100% of audited acres and/or gallons) have been received, program staff will provide a Certification Letter and accompanying materials. The Certification Letter lists final certified acres and/or gallons 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 notify program staff.

SIP Certified is contingent on practices remaining in alignment with all Standards through November 30 of the certified vintage. Vineyard 9.1.1 June/July to November Pesticide Use Reports and Chapter 14 Water and Nitrogen Use and Winery 3.3.1 noise testing (every three years) must be submitted by to the applicant's inspector by December 15 of the certification year.

Certified products are eligible to use the seal as it pertains to the product in a variety of ways (i.e. labels, brochures, website, displays). See the Style Guide for details.

Appeals

If an applicant wishes to appeal an administrative or Certification Advisory Committee (CAC) decision, applicants will be granted an opportunity to provide a written explanation of their circumstance. The CAC will review the appeal materials and provide an opportunity for an applicant 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 Costs

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

Vineyard Fees

- Application (one time): \$500 [Vineyard Team](#) members / \$1,000 non-members
- Inspector: Estimated at \$100 - \$125/hour
 - Paid directly to inspector
 - Reference Inspector Selection and Time Requirement section to estimate length of inspection
- Licensing (per acre):

Certified 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

*\$500 minimum

Winery Fees

- Application (one time): \$500 [Vineyard Team](#) members / \$1,000 non-members
- Inspector: Estimated at \$100 - \$175/hour
 - Paid directly to inspector
 - Reference Inspector Selection and Time Requirement section to estimate length of inspection
- Licensing (total tank and barrel capacity in gallons):
 - An owner with SIP Certified vineyard(s) receives a 25% percent discount on winery certification fees.

Capacity (gal)	Fee per Gallon*
0 - 19,999	\$0.0300
20,000 - 39,999	\$0.0250
40,000 - 124,999	\$0.0200
125,000 - 199,999	\$0.0150
200,000 - 499,999	\$0.0100
500,000 - 999,999	\$0.0050
1,000,000 - 2,999,999	\$0.0025
3,000,000+	\$0.0020

*\$500 minimum

SIP Certified Vineyard and/or Winery Application

Please complete, sign, provide required materials, and return to 5915 El Camino Real, Atascadero, CA 93422

Information:

Company Name	Owner
--------------	-------

Physical Address	City, State Zip
------------------	-----------------

For Vineyards:

Total Planted Acreage Included in Application	Total Planted Acreage (if different from Application)
---	---

Total Site Acreage	Vineyard Pesticide Use Permit Number
--------------------	--------------------------------------

For Wineries:

Total Gallon Capacity (Tanks and Barrels)	
---	--

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 the applicant:

- 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 SIP Certified 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 signed and enclosed the original Certification Agreement. _____ INITIAL
- I have signed and enclosed the Fee Worksheet. _____ INITIAL
- I have attached the onetime, nonrefundable application fee (\$500 for Vineyard Team grower members of the certified vintage year; \$1,000 for non-members). _____ INITIAL
- (for vineyards) I have attached a property map marked with the acres and 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

MUTUAL CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION

THIS AGREEMENT (the "Agreement"), with an effective date of _____ ("Effective Date"), is by and between Vineyard Team,
 Today's Date
 a California nonprofit mutual benefit corporation, located at 5915 El Camino Real, Atascadero, CA 93433 ("VT") and _____ ("Company"), a
 Company Name
 located at _____
 Company Type (i.e. Corporation, LLC, etc.) Address

VT 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.

8. COUNTERPARTS; DIGITAL SIGNATURES

(e) Counterparts; Digital Signatures: This Agreement may be signed and delivered in counterparts. It may be signed and delivered by each Party either (i) by facsimile or (ii) digitally through the use of EchoSign, DocuSign, or other software that results in verified and confirmed signatures delivered digitally to each Party. Each such digital signature of a Party shall be treated as an original as if personally signed by that Party.

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

Company: Vineyard Team

Authorized Signature: _____

Printed Name: Kris Beal

Title: Executive Director

COMPANY: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

SUSTAINABILITY IN PRACTICE VINEYARD CERTIFICATION AGREEMENT

THIS SUSTAINABILITY IN PRACTICE™ VINEYARD CERTIFICATION AGREEMENT (this "Agreement") is by and between Vineyard Team,

a California nonprofit mutual benefit corporation ("VT") and _____

a _____ Company Name
Company Type (i.e. Corporation, LLC, etc.)

(“Grower”), and is effective as of _____

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. "VT Material" shall mean the names, characters, symbols, designs, likenesses, and visual representations provided to Grower by VT in digital form, examples of which are set forth on Exhibit A.
- b. "CERTIFICATION PAYMENT" shall mean the gross amount payable by Grower to VT, 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
1,000 – 2,499	\$8.00
2,500 – 4,999	\$7.00
5,000 or more	\$5.00

*\$500 minimum Vineyard Certification Fee.

"Certified Products" shall mean Grower's vineyard, or portion thereof, certified in accordance with the Sustainability in Practice™ Certified Vineyard 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 VT. 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, VT hereby grants Grower the non-exclusive right to hold the Certified Products out as certified pursuant to the Program, and to use the VT 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 VT the Certification Payment.

- a. Any amount payable by Grower to VT 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 VT with respect to non-payment.
- b. Grower shall pay VT 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 VT Material.

4. USE OF VT MATERIAL.

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

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

c. Use of the VT Material does not constitute and may not be used to imply the endorsement of the Certified Products by VT, or any other product of Grower, and the VT 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 VT Material, its reputation, or that of VT.

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 that shall have jurisdiction over the Certified Products.

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

5. OWNERSHIP OF VT MATERIAL; RESERVATION OF RIGHTS.

All right title and interest in and to the VT Material shall belong solely to VT. All use of the VT Material by Grower shall inure to the benefit of VT. VT retains all rights not expressly conveyed to Grower hereunder, and VT may use and/or grant to others the right to use the VT 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 VT Material, or packaging, labeling, advertising or promotional material therefore, or related thereto. VT makes no warranty with respect to the VT Material.

b. Grower agrees that if Grower receives knowledge of any unauthorized use of the VT Materials, Grower will call such fact to the attention of VT. VT 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 VT, Grower shall join in or cooperate in any such action as may be instituted by VT; all at VT'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 VT. Grower shall not commence any action of its own to restrain or recover damages for any alleged infringements of the VT Material without first obtaining express written permission to do so from VT.

c. Grower will not attack the title or right of VT in and to the VT 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 VT 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 VT Material covered by this Agreement) or any alleged defects or inherent dangers in said Certified Products or the use thereof.

b. VT shall give Grower prompt notice of any claim asserted against VT on the basis of which VT 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. VT 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 VT Material. Grower agrees that the VT 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 VT.

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 VT 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 VT 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 VT. 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 VT. 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 VT Material or any copy or simulation thereof, or other use of the VT Material, may be determined in any forum of VT'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 circumstance.

18. COUNTERPARTS; DIGITAL SIGNATURES.

This Agreement may be signed and delivered in counterparts. It may be signed and delivered by each Party either (i) by facsimile or (ii) digitally through the use of EchoSign, DocuSign, or other software that results in verified and confirmed signatures delivered digitally to each Party. Each such digital signature of a Party shall be treated as an original as if personally signed by that Party.

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.

COMPANY: Vineyard Team

COMPANY: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

Printed Name: Kris Beal

Printed Name: _____

Title: Executive Director

Title: _____

SUSTAINABILITY IN PRACTICE [WINERY] 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, doing business as Vineyard Team ("VT") and _____

Company Name

a _____ ("Producer"), and is effective as of _____

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. "VT Material" shall mean the names, trademarks, characters, symbols, designs, likenesses, and other visual representations provided to Producer by VT in digital form, examples of which are set forth on Exhibit A.
- b. "Certification Payment" shall mean the gross amount payable by Producer to VT, determined as follows:

Winery Certification Fees	
Capacity (gal)	Fee per Gallon*
0 - 19,999	\$0.0300
20,000 - 39,999	\$0.0250
40,000 - 124,999	\$0.0200
125,000 - 199,999	\$0.0150
200,000 - 499,999	\$0.0100
500,000 - 999,999	\$0.0050
1,000,000 - 2,999,999	\$0.0025
3,000,000+	\$0.0020

*\$500 minimum Winery Certification Fee.

- c. "Certified [Winery]" shall mean Producer's [winery] when Producer successfully completes the Sustainability in Practice Certified [Winery] Program (the "Program"), and pays the Certification Payment to VT.

2. TERMS OF CERTIFICATION.

Upon the terms and conditions of this Agreement, VT hereby grants Producer the non-exclusive right to hold the Certified [Winery] out as certified pursuant to the Program, and to use the VT Material during the Term of this Agreement, solely on and in connection with the Producer's services at the Certified [Winery].

3. CONSIDERATION.

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

- a. Any amount payable by Producer to VT 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 VT with respect to non-payment.
- b. Producer shall pay VT 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 Producer uses the VT Material.

4. USE OF VT MATERIAL.

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

- a. Producer shall use the VT Material, and may claim compliance with the Program only in relation to services provided at the Certified [Winery], and not in relation to any of Producer's facilities that are not certified pursuant to the Program.
- b. Producer shall use the VT Material in the exact form provided to Producer by VT, without modification or deviation of any kind, except as may be pre-approved in writing by VT, and except that Producer may re-size the material, so long as the overall dimensions of the VT Material remain consistent and legible.
- c. Use of the VT Material does not constitute and may not be used to imply the endorsement of the Certified [Winery] by VT, or any other facility, services or product of Producer, and the VT Material may not be used as an indication of a particular standard of quality.

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

e. Producer will comply with all laws and regulations relating or pertaining to the provision of services and any other activities by or at the Certified [Winery], shall maintain high quality and standards commensurate with Producer's market, and shall comply with any regulatory agencies which shall have jurisdiction over the Certified [Winery].

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

5. OWNERSHIP OF VT MATERIAL; RESERVATION OF RIGHTS.

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

6. QUALITY OF CERTIFIED [WINERY].

Producer shall ensure that Producer's services and activities at the Certified [Winery] shall be of high standard and quality.

7. PROTECTION OF RIGHTS.

- a. Producer agrees that it will not apply for or seek to obtain trademark, copyright or any other proprietary right in the VT Material, or packaging, labeling, advertising or promotional material therefore, or related thereto. VT makes no warranty with respect to the VT Material.
- b. Producer agrees that if Producer receives knowledge of any unauthorized use of the VT Materials, Producer will call such fact to the attention of VT. VT shall then have the exclusive right in its sole discretion to pursue any such unauthorized use, and Producer shall cooperate and assist in any such action. If requested by VT, Producer shall join in or cooperate in any such action as may be instituted by VT; all at VT'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 VT. Producer shall not commence any action of its own to restrain or recover damages for any alleged infringements of the VT Material without first obtaining express written permission to do so from VT.
- c. Producer will not attack the title or right of VT in and to the VT 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.

Producer hereby agrees to defend, indemnify and hold VT and its agents, employees, and representatives harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of the provision, advertising, promotion, and sale of Producer's services at the Certified [Winery], including without limitation any claims or suits against any of them by reason of or alleging any unauthorized or infringing use by Producer of any patent, process, method, trade secret, copyright, trademark, or publicity right or other similar property (other than the VT Material covered by this Agreement) or any alleged injuries or inherent dangers in said Certified [Winery] or the use thereof.

b. VT shall give Producer prompt notice of any claim asserted against VT on the basis of which VT intends to seek defense and/or indemnification from Producer as herein provided (but the obligations of Producer 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 Producer is certified pursuant to the Program.

10. TERMINATION.

a. VT 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 Producer.
 b. In the event of termination of this Agreement due to Producer's uncured breach, Producer will immediately refrain from further use of the VT Material. Producer agrees that the VT Material possess a special, unique and extraordinary character which makes difficult the assessment of the monetary damage sustained by unauthorized use. Producer 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 VT.

11. USE OF MATERIAL UPON EXPIRATION OR TERMINATION.

Within fifteen (15) days following expiration or termination of this Agreement, other than termination due to Producer's breach, Producer agrees to make no further use of the VT Material whatsoever, either in or on the Certified Winery, 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 Producer and VT. 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 Producer pursuant to this Agreement are personal to Producer and Producer shall not assign, transfer or sub-license any or all of the rights granted herein to any third party without the written consent of VT.

Producer shall not pledge or encumber this Agreement as security or collateral for any obligation of Producer.

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 Producer's use of the VT Material, or any copy or simulation thereof, or other use of the VT Material, may be determined in any forum of VT's choosing, and Producer 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.

18. COUNTERPARTS; DIGITAL SIGNATURES.

This Agreement may be signed and delivered in counterparts. It may be signed and delivered by each Party either (i) by facsimile or (ii) digitally through the use of EchoSign, DocuSign, or other software that results in verified and confirmed signatures delivered digitally to each Party. Each such digital signature of a Party shall be treated as an original as if personally signed by that Party.

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.

VINEYARD TEAM

Authorized Signature: _____

Printed Name: Kris Beal _____

Title: Executive Director _____

Address: 5915 El Camino Real, Atascadero, CA 93422 _____

[PRODUCER]

Authorized Signature: _____

Printed Name: _____

Title: _____

Address: _____

Sustainability in Practice (SIP) Certified Vineyard Fee Worksheet

Please complete form. Certification fees are invoiced upon vineyard eligibility in August/September of the certification year.

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) - \$500 minimum			

*Refer to Vineyard Certification Agreement for fee structure.

I understand SIP Certified is contingent on practices remaining in alignment with all Standard Requirements through November 30th of the certified vintage year. _____ INITIAL

I will submit 9.1.1 Pesticide Use Reports from July 1st through November 30th and Chapter 14 Water and Nitrogen Use Reports of the certified vintage to my accredited inspector on or before December 15th 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 (SIP) Certified Winery Fee Worksheet

Please complete form. Certification fees are invoiced upon winery eligibility in the fall of the certification year.

Winery Name	Year of Certification	
Contact Name	Company	Phone Number
Tank Capacity (gal)		
Barrel Capacity (gal)		
Total Gallons (a)		
Per Gallon Fee* (b)		
Sub Total (c = a x b)		
Program Discount - 25% off for companies with SIP Vineyard (d)		
Total Fee (c – [c x d]) - \$500 minimum		

*Refer to Winery Certification Agreement for fee structure.

I understand SIP Certified is contingent on practices remaining in alignment with all Standard Requirements through the certification 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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Certified Products: Wine

The SIP Certified program gives applicants third party verification that their wines have a minimum of 85% certified fruit in the final product. After completing the following chain of custody inspection, applicants can use the SIP Certified seal on their packaging. This section provides a summary of timing and procedures to be expected during the inspection 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 Documents

Program documents are updated annually and posted by December 1.

- **Information Package** – Program rules and guidelines.
- **Updates and Cycle 2 & 3 Inspections** – Document includes changes made to the previous year's Information Package, which apply to the current Information Package.

Program Overview and Timeline

The application and inspection process is flexible needs but must allow for credible chain of custody verification with adequate lead time for the applicant to incorporate the seal on labels. A delay by the applicant to promptly complete any of the related steps will result in a delay in granting licensing and use of the seal.

In general, the inspection process of the SIP Certified program is as follows:

Timeline	Action
Ongoing	Applicant completes and submits signed Wine Application to program staff and accredited inspector.
Ongoing – once final blend is complete	Applicant prepares chain of custody documentation and schedules documentation inspection with approved inspector.
Ongoing – once final blend is complete	Inspector conducts documentation inspection of 20% of applied for wines.
No later than five business days after inspection	Inspector submits report to staff to be blinded and submitted to Certification Advisory Committee (CAC).
Within five business days of receiving inspection report	CAC determines eligibility based on blind inspector report.
Within five business days of CAC decision	Program staff notifies applicant of the CAC determination of eligibility. **Applicant provides Eligibility Letter to TTB.
Due one month after bottling/processing (for wines: whites by September 15; reds by December 15 of the following vintage)	Final licensing is granted with the full execution of the Certification Agreement and payment of certification fees.
30 days after bottling/processing or by December 1	Applicant submits bottling/processing records for inspected wines to inspector.

**New applicants only

Application Process

Submit the Application form and required attachments to:

Vineyard Team
5915 El Camino Real
Atascadero, CA 93422

Inspection Process

Inspector Selection and Time Requirement

Each applicant will select and hire their inspector from the list of [SIP Accredited Inspectors](#) provided in the Information Package. Inspections will require 1-4 hours depending on the preparedness of the applicant and the number of products in the application. The applicant pays inspection fees directly to the inspector (including travel costs, if applicable).

Chain of Custody Inspection

All applicants receive a chain of custody inspection for each application. Applicant submits SIP Certified Wine Application to program staff and their inspector. Inspector selects 20% of the applied for wines for hardcopy chain of custody documentation verification onsite or offsite.

Applicant submits documentation for the wines to their inspector chain of custody documentation includes a standard operating procedure identifying SIP Certified fruit from the vineyard throughout the winemaking process. To be eligible, the final wine must include greater than or equal to 85% SIP Certified fruit.

Inspections are conducted during production and are required for applicants to use the certification seal and related marketing materials as specified in the Certification Agreement.

Eligibility

Within five business days of the third-party inspection, the inspector submits a report to program staff. Staff submits blinded (applicant names and affiliations are not disclosed) inspection reports to the Certification Advisory Committee (CAC) for eligibility decisions via email within five business days. The CAC reviews inspector reports and votes ELIGIBLE, HOLD or NOT ELIGIBLE. A majority vote of the entire CAC represents the Committee's decision.

Applicants are notified of eligibility within five business days of the CAC decision. Notification will include a Letter of Eligibility (if applicable) and a copy of the inspection report. If wine(s) is(are) eligible for certification, this notification includes an invoice for certification fees and a copy of the fully executed Certification Agreement (new applicants only).

Applicants supply their Eligibility Letter to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for label approval for each new SKU.

Certification

Certification is not granted until full execution of the Certification Agreement and payment in full of applicable fees. Applicants are required to submit bottling/processing records to their inspector within 30 days of bottling or by December 1 of the bottling year. Once the fully Executed Certification Agreement and applicable fees (paid on 100% of inspected wines) are received, program staff provides documentation of certification and SIP Certified promotional materials. Certified products are eligible to use the seal as it pertains to the product in a variety of ways (i.e. labels, brochures, website, displays). See the Style Guide for details.

Appeals

If an applicant wishes to appeal a CAC decision, the applicant will be granted an opportunity to provide a written explanation of any discrepancy of the inspector 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.

Certification Costs

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

Wine Fees

- Application: None
- Audit: Estimated at \$100 - \$175/hour
 - Paid directly to inspector
 - 1 - 4 hours depending on preparedness of applicant
- Licensing (Per Case):

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

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 accrue interest at the monthly rate of one and one-half percent.

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SIP Certified Wine Application

Please complete, sign, provide necessary documentation, and return one copy to program staff (beth@sipcertified.org or 5915 El Camino Real, Atascadero, CA 93422) and one copy to your inspector (selected from the approved list in the Information Package).

Main Contact Information:

Winery Name	
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 by the inspector to undergo a thorough verification process** from vineyard (block) to final blend composition. Attach additional list if the space provided is insufficient.

Inspected*	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"/>						
Total Cases (a)						
Per Case Fee (b)						
Total Fee (a x b)						

*To be completed by Inspector

- 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. (new applicants only) ____INITIAL
- I understand that final licensing occurs after satisfactory 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

SIP Certified Wine Inspection Report

To be completed by a SIP Certified Accredited Inspector

SIP Certified products must be identified at all stages using consistent identifiers.

A SIP Certified Accredited Inspector randomly selects 20% of wines on the SIP Certified Wine Application to review. Please provide your inspector with documentation for the following chain of custody items once wines are selected.

Harvest

Criteria	Req. Met	Documentation	Notes
SIP Certified letter (for each vintage)	<input type="checkbox"/>	<input type="checkbox"/>	
Weigh Tag	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

Crush/Press/Juice

Criteria	Req. Met	Documentation	Notes
Crush records with volume	<input type="checkbox"/>	<input type="checkbox"/>	
Fermentation records	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

Storage

Criteria	Req. Met	Documentation	Notes
Tank/Barrel storage records	<input type="checkbox"/>	<input type="checkbox"/>	
Topping records	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

Blending

Criteria	Req. Met	Documentation	Notes
Blending records	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

Bottling

Criteria	Req. Met	Documentation	Notes
Bottling schedule	<input type="checkbox"/>	<input type="checkbox"/>	
Estimated bottling date	<input type="checkbox"/>	<input type="checkbox"/>	
Bottling records (Furnished to inspector 30 days after bottling)	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

- The identity and integrity of the SIP Ccertified product(s) was maintained throughout the product production process. _____
(Auditor initials)
- The final product(s) contains greater than or equal to 85% SIP Certified fruit. _____ (Auditor initials)

Auditor comments:

I certify that the information found in this report is true and correct.

Auditor Signature

Date

SUSTAINABILITY IN PRACTICE WINE CERTIFICATION AGREEMENT

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

nonprofit mutual benefit corporation ("VT") and _____,
 a _____ Company Name
 Company Type (i.e., Corporation, LLC, etc.) ("Winery"), and is effective as of _____,
 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. "VT Material" shall mean the names, characters, symbols, designs, likenesses, and visual representations provided to Winery by VT in digital form, examples of which are set forth on Exhibit A.
- b. "Certification Payment" shall mean the gross amount payable by Winery to VT, 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 Certified Vineyard 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 VT. 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, VT 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 VT Material during the Term of this Agreement, solely on and in connection with the Certified Products.
- b. VT 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 VT the Certification Payment.

a. Any amount payable by Winery to VT 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 VT with respect to non-payment.

b. Winery shall pay VT 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 VT MATERIAL.

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

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

c. Use of the VT Material does not constitute and may not be used to imply the endorsement of the Certified Products by VT, or any other product of Winery, and the VT 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 VT Material, its reputation, or that of VT.

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 VT it acquires from any source during the Term of this Agreement.

5. OWNERSHIP OF VT MATERIAL; RESERVATION OF RIGHTS.

All right to title and interest in and to the VT Material shall belong solely to VT. All use of the VT Material by Winery shall inure to the benefit of VT. VT retains all rights not expressly conveyed to Winery hereunder, and VT may use and/or grant to others the right to use the VT 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 VT Material, or packaging, labeling, advertising or promotional material therefore, or related thereto. VT makes no warranty with respect to the VT Material.

b. Winery agrees that if Winery receives knowledge of any unauthorized use of the VT Materials, Winery will call such fact to the attention of VT. VT 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 VT, Winery shall join in or cooperate in any such action as may be instituted by VT; all at VT'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 VT. Winery shall not commence any action of its own to restrain or recover damages for any alleged infringements of the VT Material without first obtaining express written permission to do so from VT.

c. Winery will not attack the title or right of VT in and to the VT 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 VT 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 other similar property (other than the VT Material covered by this Agreement) or any alleged defects or inherent dangers in said Certified Products or the use thereof.

b. VT shall give Winery prompt notice of any claim asserted against VT on the basis of which VT 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. VT 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 VT Material, and will, within fifteen (15) days of written notice from VT, remove the VT Material from all of Winery's products. Winery agrees that the VT 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 VT.
- c. The obligation to remit any fees or payments to VT, 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 VT 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 Winery and VT. 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 VT Material or any copy or simulation thereof, or other use of the VT Material, may be determined in any forum of VT'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.

18. COUNTERPARTS; DIGITAL SIGNATURES.

This Agreement may be signed and delivered in counterparts. It may be signed and delivered by each Party either (i) by facsimile or (ii) digitally through the use of EchoSign, DocuSign, or other software that results in verified and confirmed signatures delivered digitally to each Party. Each such digital signature of a Party shall be treated as an original as if personally signed by that Party.

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.

VINEYARD TEAM

Authorized Signature: _____

Print Name: Kris Beal _____

Title: Executive Director _____

Address: 5915 El Camino Real, Atascadero, CA 93422 _____

WINERY]

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Accredited Inspectors

Accreditation

Inspectors are selected and accredited by SIP Certified staff, Certification Advisory Committee, and Technical Advisory Committee. Positions are posted as needed December 1 with interviews conducted in winter and notice of accreditation in spring. Upon accreditation, new inspectors receive an orientation, shadow inspection training in the spring, and submit a signed copy of the Sustainability in Practice Approved Inspector Agreement to staff. Inspectors serve "at-will" and can be removed from the accredited list at any time.

Interested applicants may submit a resume and letter of inquiry to:

Vineyard Team
5915 El Camino Real
Atascadero, CA 93422

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SUSTAINABILITY IN PRACTICE ACCREDITED INSPECTOR AGREEMENT

THIS SUSTAINABILITY IN PRACTICE ACCREDITED INSPECTOR AGREEMENT (this "Agreement") is by and between Vineyard Team, a

California non-profit mutual benefit corporation ("CCVT") and _____, ("Inspector"), and is effective as of _____, 20_____.

RECITALS: CCVT created and administers the Program, as defined below. Inspector is an independent inspector who has been approved by CCVT to perform third party inspections of vineyards and wineries.

AGREEMENT: For good and valuable consideration, the sufficiency of which is hereby acknowledged, CCVT and Inspector hereby agree as follows:

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. "INSPECTED PARTY" shall mean the party seeking certification of compliance with the Program, and that has engaged Inspector in relation to assessing the Inspected Party's compliance with the Program.

B. "CCVT Material" shall mean the processes, inspection, criteria, names, characters, symbols, designs, likenesses, and visual representations provided to Inspector by CCVT for use in inspecting Inspected Parties.

C. "THE PROGRAM" shall mean CCVT's Sustainability in Practice (SIP) Certification Program.

2. TERMS OF APPROVAL.

In consideration for the approval granted to Inspector under this Agreement, Inspector shall comply with all of the terms of this Agreement, including without limitation, the following:

a. Inspector agrees that it shall not perform an inspection of any party where such inspection may create a financial conflict of interest, and shall not inspect any party that has paid Inspector for any consulting or other work in the 12 months prior to the proposed inspection.

b. Inspector agrees to attend and participate in CCVT's orientation program, and in CCVT's annual update training programs, and to perform all inspections in compliance with the requirements of the Program as set forth in such orientation and annual training programs.

c. Inspector agrees to provide CCVT with written feedback annually by September 1 regarding the inspection process after the completion of the Program related inspections, which will normally occur in June and July of each year.

3. TIMELY COMPLETION OF VINEYARD INSPECTIONS.

a. Inspector acknowledges and agrees that the timely completion of vineyard inspections and delivery of the results of such inspections is an important component in the success of the Program. Therefore, Inspector shall commence all vineyard inspections on or after June 1st of each applicable year, and will complete all vineyard inspections no later than July 15th of the same year and submit completed inspection report to The Program no later than July 25th of the same year.

b. Inspector shall receive a written warning for failure to submit the completed inspection report by July 25th of the applicable year. A second failure to submit the completed inspection report by July 25th of the applicable year shall lead to removal from CCVT's approved inspector list for one year, and a third failure shall result in permanent removal from the approved inspector list.

c. If the failure is due to events beyond Inspector's control, Inspector may present such facts to CCVT for consideration. CCVT, or the Certification Advisory Committee, may take such facts into consideration and in its/their sole discretion, reduce the suspension or removal from the approved inspector list.

4. USE OF CCVT MATERIAL.

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

b. Inspector will comply with all laws and regulations relating or pertaining to performance of its duties under this Agreement.

c. Inspector will never disclose any Confidential Information about CCVT it acquires from any source during the term of this Agreement, except as is required to perform its duties under this Agreement.

5. CONFIDENTIAL INFORMATION.

"Confidential Information" means nonpublic information that the Inspected Party designates as being confidential or which, under the circumstances surrounding disclosure, the Inspector should know is treated as confidential by the Inspected Party, including the identity of any Inspected party. Confidential Information includes, without limitation, the Inspected Party's identity, non-

public information relating to growing, marketing and promoting any Inspected Party product, Inspected 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 Inspected Party is obligated to treat as confidential. Confidential Information disclosed to Inspector by any Inspected 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 Inspector's breach of any obligation owed to Inspected Party; (ii) became known to Inspector prior to Inspected Party's disclosure of such information to Inspector; (iii) became known to Inspector from a source other than Inspected Party other than by the breach of an obligation of confidentiality owed to Inspected Party; or (iv) is independently developed by Inspector without access to the Inspected Party's information.

6. OBLIGATION OF NON-DISCLOSURE.

Inspector shall not use or disclose any Confidential Information to third parties, except as necessary to provide inspection services to an Inspected Party as part of such party's Program certification process. Inspector shall safeguard the Confidential Information with at least the same level of care as it uses to safeguard its own confidential information. Inspector may disclose Confidential Information only to Inspector's employees, if any, on a need-to-know basis. Inspector will have executed or shall execute appropriate written agreements with such employees sufficient to require them to comply with all the provisions of this Agreement during and after the term of their employment or engagement.

7. TERM.

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

8. TERMINATION OF AGREEMENT.

CCVT shall have the right to terminate this Agreement without cause, 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 Inspector. Upon termination of this Agreement, Inspector shall return all CCVT Material to CCVT.

9. 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.

10. ENTIRE AGREEMENT; WAIVER, MODIFICATION.

a. 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.

b. 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.

11. COUNTERPARTS; DIGITAL SIGNATURES.

This Agreement may be signed and delivered in counterparts. It may be signed and delivered by each Party either (i) by facsimile or (ii) digitally through the use

of EchoSign, DocuSign, or other software that results in verified and confirmed signatures delivered digitally to each Party. Each such digital signature of a Party shall be treated as an original as if personally signed by that Party.

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

VINEYARD TEAM

Name: Kris Beal

Authorized Signature: _____

Title: Executive Director

Address: 5915 El Camino Real, Atascadero, CA 93422

[INSPECTOR]

Name: _____

Authorized Signature: _____

Title: _____

Address: _____

Accredited Inspector Contacts

The following are approved to conduct SIP Certified inspections as of May 2017.

Vineyard Inspectors

Heidi Chanagala
3760 Willow Creek Road
Paso Robles, CA 93446
t: 805.674.3573
hchangala@sbcglobal.net

Coastal Vineyard Consulting
Kelley Brophy Clark
PO Box 1727
Nipomo, CA 93444
t: 805.680.6492
coastvines@charter.net

Jeremy Cook
1341 Osos St. #30
San Luis Obispo, CA 93401
t: 805.440.8473
jjc2344@gmail.com

Pacific Crop Associates
Mike Wise
1144 Palm Street
San Luis Obispo, CA 93401
t: 559.930.8677
pacificcrop@gmail.com

Stan Silverman
3324 South Maple Valley Road
Suttons Bay, MI 49682
t: 231.590.4611
organicproducer@aol.com

Winery Inspectors

Jeremy Cook
1341 Osos St. #30
San Luis Obispo, CA 93401
t: 805.440.8473
jjc2344@gmail.com

Heidi Chanagala
3760 Willow Creek Road
Paso Robles, CA 93446
t: 805.674.3573
hchangala@sbcglobal.net

Wine Inspectors

July Ackerman
c: 805.610.2332
july.ackerman@gmail.com

Organize My Wine
Sheri A. Robesky
359 Alliance Way
San Luis Obispo, CA 93405
t: 805. 550.7507
sherdyn@gmail.com

Upstairs Marketing
Jennifer Tourkin
675 Lincoln Avenue
Templeton, CA 93465
t: 805.610.3399
jennifer@upstairsmarketing.com

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Inspector Guidelines and Procedures

Professional Conduct

The inspector's duty is to objectively document and verify what is seen, heard, and stated during the inspection and accurately and completely report the results in the format supplied by the SIP Certified program.

The inspector shall be familiar with all aspects of the program and the principals on which SIP Certified is based. Inspector shall be thoroughly familiar with the SIP Certified Standards, Information Package, and all program rules.

Inspector shall only comment on matters directly related to the performance of the site visit and documentation review. They shall not speak on behalf nor represent the SIP Certified program or its staff in ways other than directly related to performing the review. Inspectors shall refer uncooperative participants to SIP Certified staff.

The inspector shall maintain confidentiality and remain impartial by:

- Adhering to the Sustainability in Practice Accredited Inspector Agreement.
- Being prepared and practicing good etiquette.
- Establishing open communication with applicant.
- Listening carefully to applicant.
- Making no exceptions.
- Documenting applicant point of view in comment section when necessary.

Inspection Procedures

Certified Properties: Vineyard and Winery

Overview

The SIP Certified program provides third party verification of the applicant's sustainable farming or wine processing practices. The program documents, called the Standards, were developed by the industry to address vineyards and wineries in their entirety and are peer reviewed by over 30 experts every five years.

In general the SIP Certified vineyard and winery inspection schedules are as follows:

Timeline	Action
Dec. 1 – Nov. 30	SIP Certified annual cycle
By February	Staff posts a list of changes made to previous years materials and Standards required for Cycle 2 & 3 inspections
May	Applicant select inspector and schedules inspection
May – June	Staff conducts inspector training
June 1 – July 15	Inspections are conducted in database
July 25	Submission of inspection report(s) to staff in database
August	Inspection reports are reviewed for eligibility by Certification Advisory Committee (CAC)
Dec. 15	Vineyards submit 9.1.1 July to November Pesticide Use Reports and Chapter 14 Year End Water and Nitrogen Use Reports to inspector Wineries submit 3.3.1 noise testing (every three years) to inspector
Dec. 31	Submission of inspection on December 15 Standards to staff in the database

Inspector Selection and Time Requirement

Each applicant will select and hire their inspector from the list of [SIP Accredited Inspectors](#) provided in the Information Package. The applicant will schedule an inspection between June 1 and July 15. Time required for the inspection depends on applicant readiness and condition of the documentation. The applicant pays inspection fees directly to the inspector (including travel costs, if applicable).

If an inspector notes that an applicant has insufficient or questionable documentation, the Certification Advisory Committee (CAC) can require additional impromptu inspections the following certification cycle with a unanimous vote.

Generally, inspection time is as follows:

- Cycle 1 (new applicant) documentation and onsite inspections: 8 – 15 hours
- Cycle 1 (renewal applicant) documentation and onsite inspections: 4 – 6 hours
- Cycle 2 and 3 documentation inspection: 1 – 3 hours
- Cycle 2 and 3 documentation and onsite/impromptu inspection: 2 – 4 hours

Company with Multiple Vineyards and/or Wineries

A single owner managing multiple vineyards and/or wineries can combine documentation and inspections under one application. Unless specified in the Standards, documentation can be a representative sample of the properties. Specific documentation needs to be available for all properties if requested by the inspector. Consistent information (e.g. Human Resources) can be documented once. Onsite inspections are conducted at sample properties.

Inspection Process

Main Inspection - June 1 – July 15

Certification is annual on a three-year cycle. For example, a property is in Cycle 1 when they are first certified in 2008 and are again in Cycle 1 their fourth year of certification in 2011.

Year End Submissions – December 15

- Vineyard applicant submits Standard 9.1.1 July 1 through Nov. 30 pesticide use reports and Chapter 14 Year End Nitrogen and
- Water Use Reports to inspector via the database. Winery applicant submits 3.3.1 noise testing (every three years) to inspector via the database.

Three-Year Cycle Inspection Overview

- 100% of applicants have a full documentation and onsite inspection in Cycle 1.
- 100% of renewal applicants have a documentation inspection in Cycle 2 and 3.
- 10% of renewal applicants have a documentation and onsite inspection in either Cycle 2 or 3 for every two cycles (6 years).
- One renewal applicant per year in either Cycle 2 or 3 will have an impromptu inspection.
- A single owner or owner managing multiple renewal applicants will receive a maximum of one documentation and onsite or impromptu inspection in Cycle 2 or 3 for every two cycles (6 years).

Compliance Verification

It is the responsibility of the inspector to verify the applicant's documentation, responses, and practices meet the specifications of the Standards for the current year.

The inspector will:

- To maintain consistency and ensure that all relevant information is reported, use the SIP Certified database (<https://app.sipcertified.org>).
- Provide clear, accurate, thorough, and concise inspection reports - inspection reports are reviewed and verified by the Certification Advisory Committee (CAC).
- Visually verify the responses to Standards questions noted in the database as "Onsite Inspection Required" as often as possible (i.e. crop, equipment, water source, chiller system, pest management, fertilizer applications, storage, supplies, etc.) for Cycle 1 Full, and Cycle 2 and 3 Documentation and Onsite/Impromptu.
- Comment on documentation for all Requirements. For example, a comment on Requirement "You must have a winter cover crop." is "Photograph of winter cover crop verified."
- Request additional documentation when provided information is insufficient.
- Submit reports to program staff by July 25.
- Submit December 15 submissions to program staff by December 31.

Required Score

The SIP Certified Standards include both Requirements and Management Enhancements. All documentation for Requirements and Management Enhancements must be present at the time of inspection.

Cycle 1

- Cycle 1 full inspection documentation can be reviewed on or offsite plus onsite inspection.
- Applicant must document meeting ALL Requirements and are awarded 500 points for meeting all the Requirements.
- Applicant must receive a minimum of 50% of the **applicable** Management Enhancement points (not applicable questions points will be subtracted from the total available points).
- Applicant must have 75% of the total available points (500 mandatory Requirement points + Management Enhancement points).

Cycle 2 and 3 (Documentation, Documentation and Onsite/Impromptu)

- Cycle 2 and 3 documentation inspection documentation is reviewed offsite. Review Standards marked D in the database.
- Cycle 2 and 3 documentation and onsite/impromptu inspection documentation can be reviewed on or offsite plus onsite inspection. Review Standards marked D and D+O in the database.
- Applicant must implement and document all Standards specified by staff.

The inspector will notify staff immediately in writing if an applicant is missing documentation, has not met Requirements, has insufficient points for eligibility, or is in any way out of compliance with the SIP Certified Standards.

Certified Products: Wine

Overview

The SIP Certified wine inspection provides third party verification that the final product is made with at least 85% SIP Certified fruit.

In general the SIP Certified wine inspection schedule is as follows:

Timeline	Action
Ongoing	Inspector conducts documentation inspection of 20% of applied for wines
No later than five business days after inspection	Inspector submits reports to staff to be blinded and submitted to Certification Advisory Committee (CAC)
Ongoing	Inspector verifies final bottling records after submission of inspection report as needed

Inspector Selection and Time Requirement

Each applicant will select and hire their inspector from the list of SIP Certified Accredited Inspectors provided in the Information Package. The applicant schedules an inspection to take place once final blend(s)/processing is(are) made. Inspections require 1 - 3 hours. The winery facility pays inspection fees (hourly bases) directly to the inspector (including travel costs, if applicable).

Compliance Verification

It is the responsibility of the inspector to verify the applicant's documentation, responses, and product based on the required documentation specified in the Wine Inspection Report.

It is the responsibility of the inspector to:

- Use and complete the Sustainability in Practice (SIP) Wine Inspection Report to maintain consistency and ensure that all relevant information is reported.
- Randomly select and review 20% of applied for wines and verify hardcopy chain of custody documentation on or offsite.
- Provide clear, accurate, thorough, and concise reports. Inspection reports are reviewed and verified by the CAC.
- Include comment on overall performance and note any special circumstances in the comment box on the Inspection Report signature page.
- Comment on all documentation verification.
- Reports must be submitted in the appropriate format to program staff no later than five business days after completion of inspection.

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Style Guide

Exhibit A

Sustainability in Practice (SIP) Certified Amendment to Program Documentation

Applicants seeking to amend documentation previously submitted shall use this form to submit the requested amendment.

Contact Information:

Main Contact Name

Vineyard/Winery/Producer Name

Describe the amendment to the certification documents previously submitted (attach sheets as applicable):

Except as specified in this amendment, the documents previously submitted with our application remain accurate and unchanged. _____ 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