

- The La Vida Buena Wine Club Membership Agreement – (R1)

This Agreement is effective as of _____, by and between the La Vida Buena Vineyards, DBA La Vida Buena Wine Club, herein referred to as LVBWC, and having an office at 5450 E. Deer Valley Drive, #3205, Phoenix, AZ; and the Member whose address is:

Member's Name _____

Member's Address _____

City _____ State _____ Zip _____

Contact Tele # _____ E-Mail _____

City _____ State _____ Zip _____

(Member's Shipping Address if different from above)

WHEREAS, Member wishes to participate in the LVBWC, the purposes of which are more fully set forth below.

WHEREAS, LVBWC has agreed to Member's participation as a Member in the LVBWC, subject to said terms and conditions; and

NOW, THEREFORE, LVBWC AND THE MEMBER AGREE AS FOLLOWS:

1. Purposes of The La Vida Buena Wine Club (LVBWC).

The purposes of the LVBWC is to produce in Argentina and ship on an annual basis beginning no sooner than Year Three after the planting of grapevines four types of quality Argentine wine to its Members; Malbec, Cabernet Sauvignon, Syrah and Chardonnay.

2. Membership

The Member hereby agrees to participate in the LVBWC and to pay a one time Membership Fee of US\$6,450.00. Except as provided for in this Agreement, the Membership Fee is non-refundable and shall be payable to the LVBWC by cash, check or wire transfer.

3. Term of Membership.

The Term of Membership ("Term") shall begin the day this agreement is executed ("Effective Date") and shall continue in force for twenty-three years beginning from the first day of the planting of the grapevines. Both LVBWC and Member agree that hereafter; this Agreement shall automatically expire leaving each party with no rights or obligations to each other.

4. Rights and Obligations of The La Vida Buena Wine Club.

a. LVBWC will hire an Agronomist and Enologist who will plant Malbec, Cabernet Sauvignon, Syrah and Chardonnay grapevines in parcels of 3.5 acres each on its 108 acre San Rafael, Argentina property. LVBWC will professionally maintain all vineyard(s), harvest the grapes, deliver the harvested grapes to a Winery, have the Winery process the grapes into wine, age the wine, then bottle including generic labeling (prices quoted on individual basis for private labeling) and ship to each Member at his/her designated residence or business address listed above subject to the following distribution schedule:

Year #1 Distribution	None, grapevines are maturing
Year #2 Distribution	None, grapevines are maturing
Year #3 Distribution	Modest representing 10% - 25% of a full distribution
Year #4 Distribution	Modest representing 20% - 50% of a full distribution
Year #5 Distribution	100% distribution, 240* 750ml bottles, or twenty cases of 12 bottles in each case
Year's #6 – 23 Distribution	100% wine distribution, 240* 750ml bottles, or twenty cases of 12 bottles in each case

*Each shipment, unless prohibited by weather and or other acts of Nature, or modified in writing and signed by LVBWC will consist of one shipment of: 60 bottles of Malbec wine, 60 bottles of Cabernet Sauvignon wine, 60 bottles of Syrah wine, and 60 bottles of Chardonnay wine,

b. LVBWC will pay for all vineyard startup and maintenance costs including labor and materials.

c. LVBWC will pay for all harvesting costs and delivery of grapes to a Winery.

d. LVBWC will pay for Winery processing costs including the aging and bottling of the wines.

e. LVBWC will pay for delivery costs of the wine from Argentina to the Member's designated address which must be in a country, America, Canada or Europe that allows such wine deliveries: The USA states that currently allow wine deliveries are: Alaska, Arizona, California, Hawaii, Idaho, Illinois, Iowa, Louisiana, Massachusetts, Michigan, Missouri, Minnesota, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, South Carolina, South Dakota, Texas, Virginia, Washington, Washington D.C., West Virginia, Wisconsin and Wyoming.

f. LVBWC will grant each Member the right to stay for FREE one week each year, subject to prior reservations being made, at its Estancia located on the vineyard property. Each Member will have use of a private bedroom with bathroom, interior kitchen, entertainment room, common gardens, pool, decks and terraces and an outdoor parilla. If a LVBWC Member cannot use a week during any calendar year he/she will not be allowed to add this week(s) onto future years, however, in an effort to accommodate LVBWC Members, a Member can always stay FREE if there is availability even if it exceeds the one week per year.

5. Rights and Obligations of Member.

The Member shall have the following rights and obligations under this Agreement:

- a. Each LVBWC Member will pay in full to LVBWC \$6,450.00 prior to any rights inuring to said member. Once the \$6,450.00 is paid in full the Membership shall run for twenty-three consecutive years beginning with the planting of the grapevines.

Payments MUST be in US Dollars

For Credit Card Payments:

Go to: www.argentinevineyardsforsale.com

[\[click\]](#) “La Vida Buena Wine Club”

[\[click\]](#) “Join Now”

Money Order or Check Payments. Make payable to: La Vida Buena Wine Club

Mail To:

**Yvonne Phelan
La Vida Buena Wine Club
5450 E. Deer Valley Drive,
Unit 3205
Phoenix, AZ 85054**

Wire Deposit Payments:

**Contact: Yvonne Phelan yvphelan@yahoo.com for wiring instructions
La Vida Buena Wine Club**

- b. Each LVBWC Member agrees to pay to LVBWC in the month of January beginning with the Third Year an annual Wine Club Dues of \$249.00 for the maintenance of the Wine Club vineyards, Estancia, Worker’s House etc. Member further understands and agrees that said dues may increase annually due to Argentina’s COLA with a cap of 10% per year.

If in any year after year three a LVBWC Member fails to pay an annual Wine Club Dues of \$249.00 plus any increases due to COLA, his/her wine shipment shall be reduced by the number of bottles necessary for LVBWC to sell to pay for said delinquent Wine Club dues.

If a LVBWC Member fails to pay for three annual Wine Club Dues of \$249.00 including any increases due to COLA, his/her wine shipments shall automatically terminate and any and all rights to LVBWC wines, facilities or vineyard property visits shall cease and any and all rights shall forever be voluntarily forfeited to the LVBWC.

- c. Each LVBWC Member agrees that he/she and or his/her Guests are responsible for maintaining the LVBWC areas in an orderly manner and in a clean and proper condition.

Keeping his/her share of the Estancia and surrounding grounds is the sole responsibility of the Member while using said premises.

d. Each LVBWC Member agrees that any damage caused or loss from use by the Member or his/her Guests is the sole responsibility of the LVBWC Member who will immediately compensate at Fair Market Replacement Value LVBWC for any such damages or losses sustained.

e. Each LVBWC Member shall have the right to visit the La Vida Buena Vineyards at any time within reasonable hours to view the progress of the Wine Club vineyards.

f. Each LVBWC Member shall have the right to receive on a bi-monthly basis or more frequently as LVBWC deems appropriate an e-mail update including pictures if applicable of the La Vida Buena Wine Club progress.

g. Each LVBWC Member shall have the right to sell, trade or exchange his/her LVBWC Membership so long as all Wine Club Dues are current and paid in full and there are no monies due LVBWC under 5 d. above. Any such transfer will carry only what remains of the twenty-three year membership and the person who accepts said transfer, trade or exchange agrees to comply with all of the provisions contained herein. And, any new shipping address will not incur additional expenses to LVBWC or result in a prohibited delivery by any state law.

h. Each LVBWC Member understands and agrees that nature will play a major role in the annual production of grapes and that rain, wind, hail, or lack of sunshine or water can significantly reduce the yield of a grape harvest to the point that NO DISTRIBUTION could result in a given year due to such adverse weather conditions.

i. Each LVBWC Member understands and agrees that any governmental or individual acts by LVBWC's Argentine employees such as strikes, walkouts, lockouts or restrictive laws may affect any given year's harvest and or resultant wine production.

j. Each LVBWC Member understands and agrees that any governmental or individual acts by shipping companies, shipping lines or shipping ports of departure and or entry and or its employees such as strikes, walkouts, lockouts or restrictive laws may adversely affect any given year's shipment probability and or costs. LVBWC shall have the sole discretion to determine on an annual basis the financial feasibility of shipping wine to the USA from Argentina. If in any given year the shipment of the LVBWC Member's wine is not economically feasible LVBWC shall have the right to ship it with the following year's distribution.

If any of the provisions in Section 5 (j) occur each LVBWC Member will have the right to have the wine picked up at the Winery by the Member or a designee and or shipped by whatever means the Member dictates, however, said shipping for that year will be entirely at the Member's cost.

6. Use of Names.

Each LVBWC Member agrees not to use the name of La Vida Vineyards or LVBWC in any shape, form or manner for publicity without the written, signed permission of LVBWC.

7. Intellectual Property Rights.

a. Rights of Publication.

Each LVBWC Member agrees that LVBWC shall be free to use and publish any research results, ideas, techniques and other information developed in connection with the LVBWC project during the term of this Agreement, except that LVBWC agrees not to sell, rent, lend or otherwise reveal the e-mail identities of any LVBWC Member without the prior, written consent of the Members.

b. Ownership of The La Vida Buena Vineyards

Each LVBWC Member agrees that all rights, title and interest in and to all La Vida Buena Vineyard properties including structures and equipment thereon shall belong exclusively to La Vida Buena Vineyards (S.A.). Member understands and agrees that this shall include all harvested grapes and or wines being processed including any fermenting, aging and bottled wines at any Winery LVBWC has delivered grapes to for the processing into wine.

8. Notices.

All notices or other communications to or upon either party shall be in writing and or e-mail delivered by first class, air mail or facsimile, dispatched to or given at the following addresses:

For LVBWC:

Yvonne or Thomas Phelan tomphe lany@yahoo.com
La Vida Buena Vineyards
5450 E. Deer Valley Drive, #3205
Phoenix, AZ 85054
UNITED STATES

For the Member:

In the event notices and statements required under this Agreement are sent by certified or registered mail by one party to the party entitled thereto at its above address, they shall be deemed to have been given or made as of the date received.

9. Relationship of Parties.

The relationship of the parties under this Agreement shall be that of a Wine Club and its individual Members. Each LVBWC Member understands he/she cannot bind the other or represent or create any relationship of principal or agent unless expressed in writing and signed by both parties.

10. DISCLAIMER OF WARRANTIES.

LVBWC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, TO ANY MEMBER OTHER THAN THOSE SO EXPRESSED HEREIN.

11. Limitation of Liability.

Each Member understands and agrees that in no event shall LVBWC be liable for any indirect, incidental, consequential, or special damages, including lost profits, sustained or incurred by a Member in connection with or as a result of its participation in the Wine Club or under this Agreement.

12. Force Majeure.

If the performance of any obligation by LVBWC under this Agreement is prevented, restricted or interfered with by reason of natural disaster, war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act or event which is beyond the reasonable control of the party affected, then LVBWC shall be excused from such performance to the extent of such prevention, restriction, or interference, provided that LVBWC shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

13. Export Controls.

Each Member acknowledges that export to the United States of wine may be subject to the export control laws and regulation of Argentina and or the United States and could preclude or delay export of such Controlled Commodities. LVBWC's obligation hereunder is contingent on compliance with such applicable laws and regulations. Neither party will directly or indirectly export across any national boundary, or communicate or transfer to any third party, any Controlled Commodities (wine) without first obtaining any and all licenses that may be required from a cognizant agency of the United States government and/or any and all written assurances from the Member that it will not re-export or transfer such Controlled Commodities to certain foreign countries or third parties without prior approval of the cognizant government agency. While LVBWC agree to cooperate in securing any license which the cognizant agency deems necessary in connection with the export, re-export, transfer or communication of any Controlled Commodities, LVBWC cannot guarantee that such licenses will be granted.

14. Assignment.

Neither this Agreement nor any rights hereunder, in whole or in part, are assignable by the Member without the prior written consent of LVBWC which shall not be unreasonably withheld. Any attempt to assign the rights, duties or obligations under this Agreement by the Member without such consent shall be a breach of this Agreement and shall render it null and void.

15. Entire Agreement.

This Agreement embodies the entire understanding between LVBWC and the Member for the Member's participation in the Wine Club and cancels and supersedes any other agreements, oral or written, entered into by the parties hereto as to its subject matter.

16. No Modifications.

This Agreement may be amended only by a writing signed by LVBWC and the Member.

17. Governing Law.

This Agreement shall be deemed to have been entered into and shall be interpreted and governed in all respects by the laws of Argentina.

18. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to friendly negotiation between the parties. Matters which cannot be resolved through negotiation shall be finally settled. The English language shall be used throughout the proceedings. Any award, order or judgment pursuant to such arbitration may be entered and enforced in any court of competent jurisdiction. The Member agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such award, order or judgment.

19. Survivability.

The obligations of LVBWC and the Member under Sections 6, 7, 9, 11-14, 17, 18, and 19 of this Agreement shall survive expiration or termination hereof, and shall continue hereafter in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the day and year first above written.

La Vida Buena Wine Club

Wine Club Member

By: _____
Thomas Phelan

By: _____

Marketing Director