

APPLICATION FOR MEMBERSHIP



Date of Application _____

Name of Firm (Please Print) _____

Street Address _____ Zip Code _____

P.O. Box _____ Zip Code _____

City _____ State _____ Country _____

Telephone _____ Fax _____

E-mail address _____

Description of Applicant's (Firm's) principal business _____

This firm has been engaged in the above-described business in the State/Country of _____ Since _____

Give names, titles and addresses of the directors and officers (if a corporation) or principals (if a sole proprietorship or partnership) of applicant:

The above-named Applicant hereby applies for membership in Wine and Spirits Shippers Association, Inc., a Delaware Corporation, and agrees that if this applicant is accepted on or before _____, it will, on demand, pay the membership fee to be established pursuant to the By-Laws of said Corporation, and that it will comply with the provisions of the Certificate of Incorporation and By-Laws of said Corporation and with the rules, regulations, charges and assessments made or established pursuant thereto. Applicant further expressly agrees to be bound by all terms and conditions set forth on the reverse side of this Application. The above-named Applicant will receive a copy of the Certificate of Incorporation and a copy of the original By-Laws of the Corporation.

Until further notice the executive officer of the above-named Applicant who shall be entitled to exercise Applicant's vote as a member of the Wine and Spirits Shippers Association, Inc., and who shall be entitled to hold office in the Wine and Spirits Shippers Association, Inc. is: _____

The information furnished by this application is certified to be true and complete.

Name of Applicant (Print) _____

Applicant Signature _____ Title _____

Witness Signature _____ Title _____

Accepted by the Wine and Spirits Shippers Association, Inc.

Signature _____ Title _____

PLEASE RETURN THIS APPLICATION TO:
Wine and Spirits Shippers Association, Inc.
Reston International Center
11800 Sunrise Valley Drive, Suite 332, Reston, VA 20191
Phone: (703) 860-2300 - DC/VA; Toll Free: (800) 368-3167
Fax: (703) 860-2422; E-Mail: info@wssa.com

To maintain its membership in good standing and to comply with the requirements of the Department of Justice, the By-Laws of the Association, and relevant shipping statutes and regulations, Applicant agrees to the following terms and conditions of membership in the Wine and Spirits Shipping Association, Inc. (WSSA):

1. Membership in WSSA is open to qualified "shippers" as defined by the Ocean Shipping Reform Act of 1998, and subject to the approval of WSSA's Board of Directors.
2. WSSA will represent and commit the Member's volume to ocean carriers, conference of carriers, and other transportation vendors in return for Association contracts providing preferential rates and terms.
 - a. Contract negotiations will be conducted by a negotiator(s) provided by WSSA, who will not be an employee of or otherwise affiliated with any individual Member of WSSA. WSSA may discuss volumes and shipping intentions with Member, and may request that Member commit certain volumes to WSSA. Such discussions and commitments will be maintained on a strictly confidential basis.
 - b. WSSA will not disclose to other Members of WSSA or to carriers or conferences of carriers the quantities of cargo individually committed or shipped by any Member. WSSA will reveal only aggregate figures of cargo committed by its Membership.
 - c. Member will not be required to tender shipments through the WSSA beyond any specific commitments, and will be free to use rates or service contracts negotiated by others or independently on its own behalf.
 - d. Rates and conditions of WSSA's Ocean Service Contracts are confidential. Member will not reveal any such confidential information to any party outside the Association except as it may be needed to properly manage Member's shipments through its customs brokers and freight forwarders.
1. WSSA may also arrange shipping services for its Members, including coordinating with Member's suppliers, managing shipping arrangements, arranging for land and ocean transportation to or from Member's facility, warehousing and consolidation, and providing information regarding the status of any shipment.
 - a. Member will advise WSSA of all orders that WSSA is to handle. Member will also advise of any specific shipping requirements, terms of sale, required document distribution, and any other information that will assure Member's cargo is handled appropriately. WSSA will maintain all purchase order information in strictest confidence.
 - b. WSSA will use its best judgment in arranging Member's shipments so that the products are shipped efficiently, promptly, and economically. However, MEMBER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT WSSA IS NOT A CARRIER AND DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE SAFE OR TIMELY TRANSPORTATION OF ITS MEMBERS' CARGO, OR FOR THE CHOICE OF UNDERLYING SERVICE PROVIDERS. Loss and damage claims are to be filed solely with the underlying carrier or other service provider, or with the member's insurance carrier. In particular, but without limitation, Member agrees that it has no claim against WSSA, and will hold WSSA harmless for any losses caused by **extreme heat** or **extreme cold**, by maritime disasters, acts of God, or by the actions of forwarders or other service providers engaged, directly or indirectly, to handle Member's shipments.
 - c. Member may elect to make shipping arrangements separate from WSSA, and still utilize services and rates contained in one of WSSA's freight contracts. For any such separately arranged shipment, Member agrees to provide WSSA with copies of each contract bill of lading within 30 days after the shipment is made. Member recognizes that access to any of WSSA's contracts may be restricted and that terms and conditions may be changed by WSSA at any time, and Member agrees that it does not have any claims or legal remedies against WSSA for any such restriction or change.
 - d. Member will pay for services provided by WSSA, forwarders, or other service providers – contract or otherwise – in connection with its specific shipments (including, but not limited to, ocean transportation, land transportation, consolidation, warehousing, marine insurance, etc.).