

# Barrel Listing Agreement

Victory Spirits Barrel Lab — Private Barrel Marketplace  
This Agreement is entered into as of the date signed below.

## 1. PARTIES

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This Barrel Listing Agreement (“Agreement”) is entered into between:

**CWI Ventures LLC d/b/a Victory Spirits Development**

and

*The undersigned individual or entity submitting a barrel lot for listing (“Listing Party”).*

## 2. LISTING INTAKE & REQUIRED INFORMATION

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The Listing Party agrees to complete and submit the Victory Spirits Barrel Lab Intake Form as a condition of listing. Submit online for each listing. Go to [victoryspirits.com](http://victoryspirits.com)→Spirits Marketplace→SUBMIT BARREL LISTINGS. The information required for each lot/listing (lots may be combined for same maker-mash and fill dates within six months).

FIELD	LISTING PARTY TO COMPLETE
Producer / Distillery	
Spirit Type	
Mash Bill	
Fill Date	
Entry Proof	
Barrel Count (Qty)	
Barrel Size	
Cooperage	
Char / Toast Level	
Warehouse Name	
Warehouse Location	
Storage Type	<i>Racked / Palletized</i>
Target Net Per Barrel/Floor	
Minimum Order Quantity	
COA / Documentation Available	<i>Yes / No / Pending</i>
Listing Contact Name	
Listing Contact Phone / Email	

*Victory Spirits Development (VSD) reserves the right to decline any listing that is incomplete, unverifiable, or inconsistent with platform standards.*

### 3. ACCURACY & VERIFICATION

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By signing this Agreement, the Listing Party represents and warrants that:

- All information submitted in the Intake Form is true, accurate, and complete to the best of the Listing Party's knowledge.
- Supporting documentation is available upon request for each of the following, and will be provided to VSD or to a qualified prospective buyer within five (5) business days of a written request:
  - Certificate of Origin or distillery attestation
  - Mash bill confirmation or producer specification sheet
  - Age statement or fill date documentation (barrel entry records)
  - Barrel specification records (cooperage, char/toast level, entry proof)
  - Warehouse records, including current storage location and warehouse contact

*The Listing Party acknowledges that VS may independently verify submitted information and may remove or suspend any listing found to be materially inaccurate or misrepresented, without liability to the Listing Party.*

### 4. OPTIONAL EXCLUSIVE LISTING PERIOD

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The Listing Party may elect an Exclusive Listing Period of sixty (60) calendar days (“Exclusive Period”) by initialing below. During the Exclusive Period:

- The barrel lot will be featured prominently within the VS Barrel Lab platform, including placement in curated buyer communications, featured inventory sections, and promotional outreach at VSD's discretion.
- VSD will prioritize active buyer outreach and matching for the listed lot.
- The Listing Party agrees not to simultaneously list the same barrel lot on any competing private barrel marketplace during the Exclusive Period without prior written consent from VSD.

Initials

I elect the 60-Day Exclusive Listing Period as described in Section 4.

*If no election is made, the listing will be published as a standard (non-exclusive) listing at VS's discretion.*

### 5. EMPTY BARREL LIABILITY

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The Listing Party assumes full responsibility for the physical condition of all barrels listed. In the event that any barrel within a transferred lot is found to be empty, significantly below declared fill level, or otherwise unusable due to conditions pre-existing at the time of transfer:

- The Listing Party shall, at the buyer's election and within thirty (30) calendar days of written notice: (a) replace the affected barrel(s) with a barrel of equivalent type, age, and volume; (b) issue a pro-rated credit toward a future purchase; or (c) provide a full refund for the affected barrel(s) based on the per-barrel purchase price.
- This obligation applies to any deficiency identified within sixty (60) calendar days of the date of physical transfer to the buyer or buyer's designated custodian.
- VSD may, at its discretion, facilitate the resolution process between parties but assumes no financial liability for barrel condition or fill level.

## 6. BUYER RESPONSIBILITY — TRANSFER & CARRYING COSTS

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The Listing Party acknowledges that all costs associated with the transfer and ongoing custody of barrels are the sole responsibility of the buyer, including but not limited to:

- Transfer and handling fees assessed by the originating warehouse or custodian.
- Outbound freight and logistics costs from the warehouse of record to the buyer's designated facility.
- Ongoing storage fees at any intermediate or destination warehouse.
- Insurance for all barrels from the date of transfer, including coverage for loss, damage, leakage, and evaporation in excess of standard angel's share.

*Title and risk of loss transfer to the buyer upon physical release of the barrel(s) from the originating warehouse.*

## 7. ROLE OF VICTORY SPIRITS DEVELOPMENT

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Victory Spirits Development acts solely as a marketplace facilitator and makes no representations regarding the quality, age, proof, yield, or legality of any listed barrel lot. VSD does not take physical possession of any barrel and is not a party beyond the role of broker to any sale transaction between the Listing Party and a buyer. VSD is not responsible for any disputes arising from inaccurate listing information, barrel condition, transfer logistics, or regulatory compliance.

## 8. GENERAL TERMS

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- This Agreement may be terminated by either party upon written notice. Any active buyer engagements or pending transactions at the time of termination shall be completed under the terms of this Agreement.
- VSD reserves the right to modify listing guidelines at any time. Material changes will be communicated to active listing parties in writing.
- This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to conflict of law principles.
- Any dispute arising from this Agreement that cannot be resolved by mutual agreement shall be submitted to binding arbitration in Louisville, Kentucky, under the rules of the American Arbitration Association.

## 9. ACKNOWLEDGMENT & SIGNATURES

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By signing below, both parties confirm they have read, understand, and agree to the terms of this Barrel Listing Agreement.

**Listing Party:**

**Victory Spirits, LLC:**

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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*Date*

\_\_\_\_\_  
*Date*