

The Still Room Wine Club

The Still Room Bar & Restaurant

1609 W. Broadway, Missoula, MT 59808

February 2021

1. Terms and Conditions

The Still Room Bar & Restaurant (henceforth “Still Room”) offers wine clubs at three tiers: Month-to-Month, six-month (“Cru”), and twelve-month (“Grand Cru”). There are no additional fees associated with joining or remaining a member of the Still Room Wine Club, and you may sign up anytime [online](#), via phone (406) 543-5678, or by visiting the Still Room. As a member you agree to all terms and conditions of membership.

All Still Room Wine Club Members, including the person collecting and signing for each monthly wine selection, must be at least 21 years of age.

Still Room Wine Club benefits and terms are subject to change, but all members will be notified of any changes in a timely manner.

2. Automatic Renewal Disclosure

The Still Room Wine Club is a recurring subscription of monthly wine releases, always including three bottles, and always billed at a retail price of \$75; these releases can be paid for monthly (“Month-to-Month”), biannually (“Cru”), or annually (“Grand Cru”), with the latter two levels conferring additional benefits. Upon signing up for the Still Room Wine Club, your Month-to-Month membership will continue automatically until cancellation; biannual (“Cru”) and annual (“Grand Cru”) memberships, meanwhile, will be eligible for renewal, but not automatically renewed.

There is no minimum time commitment to Month-to-Month membership, and you are welcome to cancel your membership at any time, per below-mentioned cancellation policies (section 7). Biannual member (“Cru”) and Annual (“Grand Cru”) membership constitute six-month and twelve-month commitments, paid for up-front, and can be variably extended, or cancelled, after the initial commitment. You may make any extensions to, or cancellations of, your membership at any time by contacting the Still Room at our website or writing to help@stillroommt.com. By clicking “Sign Up” on our website’s Wine Club sign-up forms, you authorize the Still Room to charge your credit card for recurring club shipments monthly, or for the sixth- or twelve-month commitment, respectively, until you cancel your club membership.

The Still Room Wine Club consists of three-bottle monthly wine releases, released for pickup by the member within the first ten days of every month of the calendar year. Club members will receive an email notification at least one week prior to the billing date. **We ask that you verify your billing details upon receiving this notification email.** Please add help@stillroommt.com as well as donotreply@helcim.com to your address book to avoid the email getting lost in your

junk mail folder. Changes to your billing information after your monthly wine release is processed may incur an additional change-fee.

3. In-House Benefits

Your membership discount is granted upon signup according to the level of membership. Still Room Wine Club membership must be active and in good standing (valid credit card on file) in order to be eligible to redeem Wine Club benefits. Declined credit cards are cause for automatic termination of Wine Club account. Benefits are non-transferrable, and the Wine Club Member must be present, and furnish their official Still Room Wine Club membership-card, to redeem benefits.

For biannual members (“Cru”) and annual members (“Grand Cru”), membership benefits are conferred at time of sign-up, which coincides with successful payment for sixth months or twelve months, respectively, of monthly wine releases. Membership benefits proceed through the final month of enrollment, pending optional renewal of membership.

In the case of in-house bottle discounts (available to both biannual and annual members, throughout the duration of good-standing membership), the card-carrying member must order and pay for the bottle(s) to receive discount, though all constituents of the Wine Club member’s party are welcome to consume the wine therein. In the case of in-house glass discounts (available exclusively to annual members), only glasses of wine ordered and consumed by the card-carrying member are eligible for discount, however any constituent of the Wine Club member’s party is welcome to pay for said glasses.

4. Collection Window

The Still Room Wine Club and its attendant monthly wine releases are pick-up premised, and the collection of each monthly release is solely incumbent on the Wine Club member. Neither the Still Room, nor any of its vendors, are responsible for, nor permitted to, deliver or ship wine to members of any tier.

After successful billing—either within the first ten days of each month, for Month-to-Month members; or at the time of sign-up, for biannual (“Cru”) or annual (“Grand Cru”) members—each monthly three-bottle release will be stored at the Still Room, under the card-carrying member’s name, for collection at the member’s leisure. Unless other arrangements are made, in advance and in writing, by the Wine Club member, the card-carrying member must be present for pick-up.

Beginning on the first date wines are available (always within the first ten days of each month), Wine Club members will have sixty days to collect that month’s three-bottle set. A sixty-day window will open for each monthly release, after which the Still Room can no longer guarantee continued storage of purchased wines. While members are welcome to contact the Still Room in an attempt to make other collection accommodations, the Still Room reserves the right to resell,

remove, or otherwise dispose of any purchased wines that remain uncollected after sixty days of pick-up availability.

5. Transferability

Both biannual (“Cru”) and annual (“Grand Cru”) members shall be permitted to transfer their membership to another party once, and once only, during the duration of their Wine Club commitment. This eligibility is intended only to provide redress for members due to unforeseen circumstances, such as an unanticipated need to move beyond a reasonable pick-up area, or other forces majeure.

6. Force Majeure Policy

In no event shall the Still Room be responsible or liable for any failure or delay in the performance of its Wine Club obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of god, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Still Room shall use reasonable efforts, which are consistent with accepted practices in the restaurant and alcoholic beverage industries, to resume performance as soon as practicable under the circumstances.

7. Cancellation and Refund Policy

Members of any tier can cancel at any time following their period of commitment. As such, Month-to-Month members can cancel auto-renewing memberships before the first day of any subsequent month, and thereby be released from any financial commitment. Biannual (“Cru”) and annual (“Grand Cru”) memberships are not automatically renewed.

In the event a biannual (“Cru”) or annual (“Grand Cru”) member can no longer physically collect the monthly-release wines they have pre-purchased, the abovementioned one-time membership transferability clause may be availed (section 5). Failing that, such members can elect to no longer receive monthly releases for the duration of their commitment, should circumstances foreclose continued collection of said wines; however, no refunds will be issued.

Under circumstances whereby the Still Room decides either to temporarily postpone or permanently cancel the Still Room Wine Club, biannual (“Cru”) or annual (“Grand Cru”) members will be eligible for refunds on a pro rata basis. Such pro rata refunds will cover the remainder of said member’s commitment, but no further redress or remuneration will be offered for the loss of additional In-House Benefits.

Total refunds, or refunds in any other events, will not be issued.

8. Ancillary Perquisites

As an auxiliary boon available for satisfactory perusal of all litigious concerns and clauses detailed herein, any Wine Club member who mentions that, since 1609 is a prime number, 1609 is also a deficient number—that is to say, 1609 is a natural integer that is strictly larger than the sum of its proper divisors, i.e., the divisors of 1609 without 1609 itself (that is 1, by definition), shall thereby be eligible, once, at the initial mention, but never additionally thereafter, for one (1) gratis order of mozzarella cheese wedges, while supplies last, and/or unless these terms and conditions are further emended.

Any Questions?

It is our priority to make sure your wine club experience is exceptional. With any questions, please contact us at help@stillroommt.com or call (406) 543-5678 after 4pm.