

BREW CREW MEMBERSHIP AGREEMENT

This Brew Crew Membership Agreement (“Agreement”) is made and entered by and between **PILOTHOUSE BREWING COMPANY**, a Colorado corporation with a physical place of business at 4233 South Buckley Road, Aurora, Colorado 80013 (“Pilothouse”) and the below signing individual (“Member”).

WITNESSETH:

WHEREAS, Member is an amateur brewer, and is not employed by or serving as a contractor for another commercial brewery in a Brewmaster, Head Brewer, Brewer, Cellarman, or similar capacity, and is not a shareholder, partner, or member in another liquor related enterprise;

WHEREAS, Pilothouse wishes to offer membership in its Brew Crew Membership Program to Member, that provides among other benefits, the opportunity for Member to perform and provide certain competitive brewing services under the terms and conditions hereinafter set forth; and

WHEREAS, Member wishes to accept such membership and the opportunity to provide competitive brewing services on Pilothouse’s behalf as set forth herein.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. **Offer of Brew Crew Membership.** Pilothouse offers Member a membership in its Brew Crew Membership Program, that provides for certain benefits, including the opportunity to provide competitive brewing services on Pilothouse’s behalf, as more fully described below. Pilothouse offers Member these benefits during the one-year term of this Agreement.

2. **Acceptance of Brew Crew Membership.** Member accepts such membership in Pilothouse’s Brew Crew Membership Program, and this Agreement is therefore made effective the day of such acceptance, the day membership dues are paid, or the day Pilothouse opens for competitive brewing, whichever is later (“Start Date”). Note, by becoming a Member, Member attests that he or she is at least 21 years of age. Further, Member acknowledges, recognizes, and defines himself or herself as being an independent contractor of Pilothouse and not an employee of Pilothouse or its affiliates. Member hereby specifically waives any claim of right to benefits, whether present or future, under any benefits provided Pilothouse employees, the payment of social security taxes by Pilothouse, workmen’s compensation or unemployment compensation or other like benefits normally afforded Pilothouse employees. Member hereby agrees to provide Pilothouse with a completed Form W-9, Request for Taxpayer Identification Number and Certification upon the request of Pilothouse. Should the consideration (rewards) received by Member for his or her brewing services equal or exceed \$600.00 in value in any calendar year, Pilothouse will use the information supplied on the Form W-9 to report such rewards on a Form 1099-MISC, Miscellaneous Income, and will supply this form to both the Internal Revenue Service and Member, and Member acknowledges that he or she may have a resulting tax liability. Member has no authority to enter into contracts or agreements on Pilothouse’s behalf. Member hereby agrees that he or she does not have any lease or license interest in the Pilothouse Brewery premises by accepting this Agreement. Member, however, hereby grants Pilothouse a limited license to use his or her name, submitted beer related logos, and other intellectual property to promote his or her beer(s) and/or Pilothouse.

3. **Membership Benefits.**

- A. A PBC BREW CREW t-shirt and Pilothouse beer glass.
- B. Access to Pilothouse’s recipe formulation form, calendar for brew day scheduling, and the opportunity to enter at least one recipe into competition and brew it on Pilothouse’s professional equipment.
- C. The right to order discounted ingredients and supplies, commonly carried in Pilothouse’s inventory, for at-home use in designing new recipes for potential entry into competition at Pilothouse.
- D. A \$10.00 discount on the separate purchase of a Mug Club Membership.

4. **Competition Rewards.** Upon providing competitive brewing services on Pilothouse’s behalf, Pilothouse agrees to reward Member as follows:

- A. **Pilot Round.** A free full pour from Pilothouse’s taproom plus a free Crowler of the Member’s beer when it is ready to be served for entering the related recipe into competition and brewing it on one of Pilothouse’s 50-liter pilot brewing systems.
- B. **Pico Round.** If invited back, i.e., selected as a winning semi-finalist, (based on whether the Member’s daily average Pilot Round beer sales meets or exceeds the top 10% of Pilothouse’s own branded beer sales) to brew Member’s winning recipe once again on Pilothouse’s 200-liter system, Member will receive a \$50.00 gift card to Pilothouse’s taproom plus a free Crowler 3-pack of Member’s beer when it is ready to be served.
- C. **Nano Round.** If selected as the finalist or winner invited back (again, based on whether Member’s daily average beer sales in the Pico Round continue to meet or exceed the top 10% of Pilothouse’s own branded beer sales) to brew Member’s winning recipe for a final time on Pilothouse’s 500-liter system, Member will receive a \$125.00 gift card to Pilothouse’s taproom plus an embroidered work shirt with Member’s name on declaring Member as a “Winning Brewer”.

Member shall receive his or her rewards upon the completion of the applicable competitive brewing session, as determined by Pilothouse. For the avoidance of any doubt, Member must complete all applicable and associated competitive brewing activities to receive his or her rewards.

5. **Authority. Recipe Rights. Competition Conditions.** Pilothouse will refuse membership to anyone under the age of 21. Pilothouse shall determine the brewing services that the Member may perform or provide, the conditions, and as applicable, the timing of such services. Member shall receive direction from Pilothouse’s Brewery staff, and agrees to adhere to such staff’s instructions. Pilothouse reserves the right to refuse any recipe entry. Further, Pilothouse may designate and otherwise manage the specific beer styles and/or number thereof permitted in Competition. Pilothouse exclusively owns the rights to all Member entered recipes to keep a file of the recipes brewed at the Pilothouse Brewery premises, as required by the Alcohol and Tobacco Tax and Trade Bureau. By entering a recipe into Competition, Member assigns his or her right to the recipe to Pilothouse and relinquishes any further control, rights, or ownership to same. If, after the applicable Competition ends, Member wishes to use his or her recipe elsewhere, Pilothouse will sell the ownership rights to such recipe back to Member for a nominal fee of \$1.00. Note that recipes are exact and specific formulas, and a change in raw ingredients, the ratio of such ingredients, or in the brewing process itself results in a new and unique recipe. Recipes may only be entered once into Competition. Further, recipes entered into Competition must be ready to serve within a reasonable amount of time to remain in Competition. Access to Pilothouse’s brite beer tanks for secondary fermentation, i.e., for the addition beer flavorings, spices, sugars, etc. is on a first-come, first-serve basis (based on Member’s applicable Competition entry date). Pilothouse will cover Member’s Pilot Round ingredient costs up to \$75.00 (subject to change at Pilothouse’s sole discretion). If selected as either or both a Pico or Nano Round winner, Pilothouse will wholly cover Member’s ingredient costs in relation to these rounds.

6. **Covenant.** While providing competitive brewing services to Pilothouse, Member agrees that he or she will actively and industriously pursue his or her efforts in Pilothouse’s interest, and will carefully avoid all conflicts of interest, personal acts, habits and usages which might injure in any way, directly or indirectly, Pilothouse’s reputation or that of any employee of Pilothouse, or which might be otherwise detrimental to any interest of Pilothouse.

7. **Membership Fee.** The Brew Crew Membership Program fee (“Membership Fee”) is \$45.00 annually (subject to change at Pilothouse’s sole discretion). No refunds, except as explicitly stated herein, are given once the payment is made. The Membership Fee must be submitted with this Agreement to activate Member’s Brew Crew Membership. Member agrees that to maintain his or her Membership, Member must pay all additional amounts due to Pilothouse as they become due, e.g., amounts due for ingredients costing more than the \$75.00 allowance provided by Pilothouse in the Pilot Round.

8. **Renewal of Membership.** If Member is selected as either a Pico and/or Nano Round winner, Member will be provided with the exclusive right to renew his or her Membership at the end of this Agreement’s one-year term. If Member is not selected as either a Pico and/or Nano Round winner, such renewal will be on a first-come, first-serve basis at the expiration of said membership.

9. **Cancellation of Membership.** Member may cancel this Agreement at any time by providing written notice to Pilothouse. All notices of cancellation of this Agreement must be made either by hand, delivering a written notice to Pilothouse’s physical address of 4233 South Buckley Road, Aurora, Colorado 80013 or by email to info@pilothousebrewco.com.

10. **Termination of Membership.** Pilothouse may terminate Member’s Brew Crew Membership at any time without prior notice. If Pilothouse terminates this Agreement without cause, Pilothouse will remit a prorated refund to Member within thirty (30) days of termination. If Pilothouse terminates this Agreement for cause, which includes but is not limited to the attempt to use any Brew Crew Membership benefits by a minor or by Member on behalf of a minor, failure to pay any amounts owed to Pilothouse within thirty (30) days of becoming due, verbal or physical abuse of Pilothouse’s staff, or damage to Pilothouse’s facilities and/or equipment, no refund will be given. Member understands Pilothouse will not be liable to Member or any third-party for any termination or modification to the Brew Crew Membership Program regardless of the reason for such termination or modification. Member acknowledges that Member’s only right with respect to any dissatisfaction with any modification or discontinuation of service made by Pilothouse is to terminate Member’s Brew Crew Membership.

11. **Contact by Pilothouse.** By accepting Brew Crew Membership, Member agrees and acknowledges that Member is providing permission for Pilothouse to contact Member by email, social media, text message, phone, and/or U.S. Mail.

12. **Disclaimer of Warranty.** Member expressly agrees that Brew Crew Membership is at Member’s own risk. In no event will Pilothouse, its shareholders, directors, officers, employees, affiliates, agents, contractors, partners, other Brew Crew Members, or Pilothouse’s Landlord, currently Kimco Realty, be

liable to Member or any third-party for any indirect, consequential, exemplary, incidental, special, or punitive damages arising from Member's Brew Crew Membership, the use of Pilothouse's facilities and equipment, or the use of any merchandise received from Pilothouse. Member will be responsible for wearing suitable shoes (closed-toe and preferably waterproof), work clothing, and, if applicable, have hair tied back; Pilothouse, however, will supply safety glasses, brewing gloves, and dust masks (for crushing grain). Pilothouse may set additional rules regarding safety and conduct and reserves the right to terminate Member's Brew Crew Membership or amateur brewing activity in its sole discretion for violation of any such rules.

13. **Release.** In consideration for permission to use the facilities and equipment of Pilothouse, including but not limited to the Pilothouse Brewery premises (currently located at 4233 South Buckley Road, Aurora, Colorado 80013), Member hereby releases, waives, discharges, and agrees not to sue Pilothouse, its shareholders, directors, officers, employees, affiliates, agents, contractors, partners, other Brew Crew Members, or Pilothouse's Landlord, currently Kimco Realty (the "Releasees") from any and all liability, claims, demands, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Member, or any of the property belonging to Member, whether caused by the negligence of the Releasees, or otherwise, while using the Brewery, or while in, on or upon the premises of, the Brewery.

14. **Waiver.** Member is fully aware of the risks involved and hazards connected with brewing, including but not limited to burns, broken bones, lacerations, death, and disability, and the inhalation of dangerous fumes and gases, and Member hereby elects to voluntarily participate in brewing with full knowledge that said activity may be hazardous to Member and/or Member's property. Member voluntarily assumes full responsibility for any risks of loss, damage or personal injury, including death, that may be sustained by Member, or any loss or damage to property owned by Member, because of being engaged in amateur brewing, whether such loss, property damage, or personal injury is caused by the negligence of others, including the Releasees. Member also acknowledges that the waiver by Pilothouse of a breach of any provision of this Agreement by Member shall not operate or be construed as a waiver of any subsequent breach.

15. **Limitation of Liability.** Pilothouse's liability to Member for any cause whatsoever, and regardless of the form of the action, shall be limited to the consideration (price) paid for Brew Crew Membership by Member for the current annual membership. Member acknowledges that if no fees are paid to Pilothouse, Member shall be limited to injunctive relief only, unless otherwise permitted by law, and shall not be entitled to damages of any kind by Pilothouse, regardless of the cause of action.

16. **Adjudication.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Denver, Colorado.

17. **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation by any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

18. **Governing Law.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to principles of conflict of laws.

19. **Damages. Indemnity.** Member agrees to indemnify and hold Pilothouse, its subsidiaries, and affiliates, and each of their shareholders, directors, officers, employees, agents, contractors, partners, other Brew Crew Members, and Pilothouse's Landlord, currently Kimco Realty, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorney's fees, arising out of or relating to any use of the Brew Crew Membership or any violation of this Agreement or of any law by Member. If any damage to Pilothouse's facilities or equipment occurs because of Member's actions, Member acknowledges and agrees to be held liable for all associated repair or replacement costs.

20. **Security of Member's Personal Information.** Member understands and acknowledges that Pilothouse has implemented commercially reasonable precautions to protect the information Pilothouse collects from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Member, however, understands and acknowledges that despite best efforts, no data security measures can guarantee security.

21. **No Assignment.** Brew Crew Membership is non-transferrable and cannot be assigned to any other party.

22. **Binding Effect.** This Agreement shall be binding upon the parties hereto.

23. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the Brew Crew Membership and competitive brewing services contemplated herein and supersedes all prior agreements, understandings and negotiations, both written and oral, among and between the parties with respect thereto.

24. **Headings.** The headings or titles of articles, sections and subsections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way, define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

25. **Amendment.** This Agreement may not be altered or amended by Member without the written signed consent of Pilothouse.

26. **Non-presumption.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against Pilothouse, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the parties, and in the case of any ambiguity or uncertainty, shall be construed according to the ordinary meaning of the words used to fairly accomplish Pilothouse's purposes and intentions hereto, and not against Pilothouse who drafted or had its counsel draft this Agreement or any section herein.

27. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Brew Crew Membership Agreement, to be effective as of the date written below. Member hereby attests to having read the terms and conditions of this Brew Crew Membership Agreement as set forth above, and agrees to be bound by such terms. Further, Member agrees and acknowledges that Member must submit the Membership Fee to Pilothouse before his or her Brew Crew Membership will be activated.

PILOTHOUSE BREWING COMPANY

Name: _____

Signature: _____

Title: _____

MEMBER

Name: _____

Signature: _____

Date: _____

Address: _____

Phone: _____

Email: _____