

# Patina Brewing Co.

## Friends of Patina Agreement



Date: 2024

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*This Friends of Patina Agreement ("Agreement") is being entered into on the date set forth on the signature page hereto by the undersigned ("me", "my" or "I") and Patina Brewing Company Inc. (including its subsidiaries, "Patina" or "you" and, together with me, "we" or "us") in connection with my purchase of a Patina Brewing Co. Friends of Patina. We are entering this Agreement to give me certain additional benefits as a Friend of Patina. Accordingly, we agree as follows:*

### **1. What do I receive?**

*Subject to the conditions described later in this Agreement, I will be entitled to the following benefits as a Friend of Patina (collectively, "FOP"):*

- a) You have pre-paid for one 20oz beer per week. Your beer will be served in a unique Friend of Patina Glass. You will serve me with a custom-made beer glass, designed by Patina, and bearing the Friends of Patina logo. I will be entitled to use the Friend of Patina Glass to enjoy any beer purchased by or for me (or received by me pursuant to this Agreement) on premises at Patina Brewery. If Friends of Patina Glass is not available, you will be serviced in a regular 20oz Pint Glass.*
- b) Pre-Paid Craft Beer. I will be provided with one pre-paid 20-ounce draft beer per week on premises at Patina Brewery for as long as Patina Brewery remains open for business ("Special Beverage"). I will not incur any additional charges for my Special Beverage.*
- c) Access to the mobile app that tracks your benefits.*
- d) You will receive 10% off all food orders up to \$100 each visit ("Food Discount"). Food Discount is for dine in only.*
- e) You will receive 10% off all Merchandise orders ("Merch Discount"). The Merch Discount can only apply to purchases you make in-house.*
- f) You will be granted one custom tour of the Brewery during your lifetime ("Brewery Tour"). You can invite up to 7 friends to join you on the Brewery Tour. You must schedule the Brewery Tour with Patina; Patina will do its best to accommodate your request, but the final date and timing of the Brewery Tour is determined by Patina.*

### **2. When can I begin to use my Friends of Patina?**

*FOP will be available as soon as you pay. I understand that, if Patina Brewery never opens for business, I will not receive any benefits from the FOP. Once the FOP is available, I will only be entitled to use it while Patina Brewery is open to the public.*

### **3. I understand that my rights to the FOP are conditional. What are the conditions?**

Notwithstanding anything in this Agreement to the contrary, I will not have any rights to FOP unless each of the following conditions is fully satisfied:

- a) All FOP benefits will be available to me subject to, and only in full compliance with, all applicable laws and regulations.
- b) The FOP benefits may only be used when Patina Brewery is open to the public.
- c) I must always, while at Patina Brewery (i) drink responsibly and in moderation, (ii) exercise good judgment, (iii) treat other patrons, servers, bartenders and other people with courtesy and respect, (iv) not take any action that might jeopardize the health, welfare or safety of myself or any other person and (v) not engage in any harassment or violent or inappropriate conduct.
- d) I must consume any complimentary alcoholic beverages received from Patina Brewery on premises at Patina Brewing Co.
- e) I must not drive if unable to do so safely because of the consumption of alcoholic beverages or medication or for any other reason.
- f) I must present acceptable photo identification to Patina Brewery staff as proof of identity and proof that I am over 19 years of age.
- g) I must not appear intoxicated on the premises of Patina Brewing Co.
- h) Unforeseen circumstances, including, for example, acts of God, inventory shortages, utility service interruptions, suspensions of licenses and acts of terrorism, may prevent or interfere with my use and enjoyment of the FOP.

### **4. I understand that my participation in FOP requires me to satisfy certain qualifications and acknowledge certain aspects of the program.**

I represent, acknowledge and agree that (a) I am over 19 years of age, (b) my status as a Friend of Patina and my participation in FOP does not provide me with any managerial authority over any aspect of your business or operation of Patina Brewing Co., (c) I am not entitled to any discounts, free food and beverages or special services or treatment by Patina or Patina Brewery staff, except as expressly set forth in this Agreement, (d) I am participating voluntarily in FOP, and I am not encouraging the excessive consumption of alcohol, (e) none of FOP, including, without limitation, the Friend of Patina Glass is redeemable for cash, (f) FOP has no monetary value and are non-refundable and (g) Patina Brewing Co. reserves the right to modify the terms and conditions of Friends of Patina or revoke a Friend's participation in FOP under the following specific scenarios, to maintain FOP's integrity, comply with legal requirements, and ensure the community's welfare:

- **Legal and Regulatory Changes:** If changes in applicable laws or regulations make it necessary to adjust the program to remain compliant.
- **Safety and Welfare Concerns:** If behavior is deemed to jeopardize the safety, welfare, or enjoyment of other patrons, staff, or the broader community.

- *Program Abuse: If there is evidence of abuse or fraudulent use of FOP benefits, such as transferring benefits without consent, repeatedly violating FOP conditions, or engaging in conduct that is detrimental to Patina Brewing Co.'s reputation.*
- *Operational Changes: Significant changes to Patina Brewing Co.'s operations or business model that impact the ability to offer FOP as initially conceived.*

*In furtherance and not in limitation of the foregoing, if, at any time, you determine in your sole and absolute discretion that my continued participation in FOP program is in any way harmful to the reputation, business or prospects of Patina, including, for example, if I am charged or convicted of a crime involving dishonesty or moral turpitude, you may revoke all or any of my privileges under FOP, and I will not be entitled to any compensation or refund.*

#### **5. I understand that FOP is not transferable.**

*Unless you give me your prior written consent, I am prohibited from directly or indirectly assigning, selling, encumbering, hypothecating or otherwise transferring or disposing of all or any part of my rights and obligations under this Agreement.*

#### **6. Breach of Conditions Resolution Process:**

*If you breach any agreement conditions, the following steps will be taken:*

- 1) *Notification: You will be notified of the breach and given details regarding the nature and evidence of the violation.*
- 2) *Response Opportunity: You will have 7 days to respond to the allegations, providing any explanations or mitigating evidence.*
- 3) *Review and Action: Patina Brewing Co. will review the response and decide on the appropriate action, which may range from a warning to temporary suspension or permanent revocation of FOP benefits, based on the breach severity.*
- 4) *Appeal: You can appeal a suspension or revocation decision within 14 days, with a final decision made by Patina Brewing Co. ownership.*

#### **7. Non-Refundable Contribution**

*I understand and agree that my purchase of FOP is non-refundable under any circumstances, including, but not limited to, cancellation of my FOP status, non-commencement or closure of Patina Brewery, revocation of my FOP status due to non-compliance with this Agreement, or any changes to the terms or availability of FOP. This non-refundability acknowledges my support for Patina Brewing Co.'s vision and operations, recognizing that my contribution is made to support the establishment and growth of Patina Brewery, without expectation of a monetary return or refund.*

#### **8. Miscellaneous.**

*This Agreement and any claims associated herewith shall be governed by and construed in accordance with the internal laws of the Province of British Columbia, Canada without giving effect to its choice of law provisions. This Agreement constitutes the entire agreement between us*

*with respect to the subject matter hereof, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Nothing expressed or referred to in this Agreement will be construed to give any person, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision hereof. If any provision of this Agreement should be found by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect. This Agreement shall be executed by me when I purchase Friend of Patina in person at Patina Brewing Co. or online.*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Name of Friend of Patina*

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*Name of Patina Representative*

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*Signature of Friend of Patina*

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*Signature of Patina Representative*