



Factotum Brewhouse Local 303 Membership Agreement

By becoming a member of the Factotum Brewhouse Local 303 ("Local 303"), you agree to the following terms and conditions (the "Agreement") between you and Factotum Brewhouse. If you have any questions about these terms or membership benefits, contact us at factotumbrewhouse@gmail.com.

1. Term. Membership in the Local 303 is through 365 days from May 1, 2015.
2. Membership Features. As a member of the Local 303, you will receive:
 - a. a 2015-2016 Membership Card;
 - b. a "Beer A Day", \$5 or less, in the Factotum Brewhouse Tap Room after opening;
 - c. Member's only merchandise;
 - d. One beer education class;
 - e. Invitations to Member's only events (additional charges may apply);
 - f. a 10% discount on all merchandise purchased at the Tap Room;
 - g. the first right of refusal for 2016/2017 membership; and,
 - h. a brew session
3. Membership Fee. The Membership Fee for the Factotum Brewhouse's Local 303 is \$495.00. No refunds, except as specifically stated herein, are given once the payment is made. The Membership Fee must be submitted with this Agreement to activate your Membership. You agree that in order to maintain your membership, you must pay all additional amounts due to Factotum Brewhouse as they become due.
4. Beer A Day Terms. As a member, you will be eligible to receive one free beer of our choosing for consumption at the Factotum Brewhouse Tap Room each day that Factotum Brewhouse is open through the duration of your membership. In order to receive your free beer of the day, you must show your Membership Card and valid identification card, such as a Colorado's driver's license, showing that you are 21 years of age or older. You agree and acknowledge that redemption of your beer a day is subject to our discretion and you may be denied your beer a day should you have an outstanding tab owed, outstanding balance due for any other amount to Factotum Brewhouse, appear to be impaired, or fail to have your identification card available.
5. Brewing Terms. As a member, you will be eligible for a brew session at Factotum Brewhouse. Availability to participate in brewing activities is limited and may require advance scheduling. The recipe consultation meeting must happen by May 1, 2016.
6. Age. By becoming a member of the Local 303, you agree and acknowledge that you are at least 21 years of age. We reserve the right to refuse to provide any membership feature to anyone under the age of 21.
7. Residence. Factotum Brewery Local 303 memberships are available only to US residents over the age of 21. All alcoholic products received through the Local 303 must be picked up by the Member or Member's designee even if such products are for off-site consumption. We are unable to ship any alcoholic product to you. In limited situations, we may ship non-alcoholic products and/or membership information to you so please make sure to keep your physical address and email address on file updated (i.e. t-shirts or membership cards may be sent to you).



8. Disclaimer of Warranty. YOU EXPRESSLY AGREE THAT MEMBERSHIP IN THE LOCAL 303 IS AT YOUR SOLE RISK. IN NO EVENT WILL FACTOTUM BREWHOUSE, ITS DIRECTORS, MEMBERS, EMPLOYEES, AFFILIATES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR MEMBERSHIP IN THE LOCAL 303 OR THE USE OF ANY PRODUCTS RECEIVED FROM FACTOTUM BREWHOUSE.

9. Limitation of Liability. FACTOTUM BREWHOUSE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE PRICE PAID FOR THE MEMBERSHIP BY YOU OR \$100.00, WHICHEVER IS GREATER. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO FACTOTUM BREWHOUSE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM FACTOTUM BREWHOUSE, REGARDLESS OF THE CAUSE OF ACTION.

10. Contact By Factotum Brewhouse. By purchasing a Local 303 membership, you agree and acknowledge that you are providing permission for Factotum Brewhouse to contact you via email, phone, and mail.

11. Termination. Factotum Brewhouse may terminate this Agreement at any time. If Factotum Brewhouse terminates this Agreement without cause, Factotum Brewhouse will remit a prorated refund to you. If Factotum Brewhouse terminates this Agreement for cause, which includes the attempt to use any Membership Benefits by a minor or by you on behalf of a minor, failure to pay any amounts owed to Factotum Brewhouse within a timely manner, or abuse of Factotum Brewhouse staff, no refund will be given.

12. Governing Law; Venue and Jurisdiction. 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. The parties agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Denver County, State of Colorado.

13. Indemnity. You agree to indemnify and hold Factotum Brewhouse, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with any use of the Local 303 membership or any violation of this Agreement or of any law by you.

14. No Assignment. Your membership is non-transferrable and cannot be assigned to any other party.



I have read the terms and conditions of the Factotum Brewhouse Local 303 Membership Agreement. I agree to be bound by these terms. I agree and acknowledge that I must submit the membership fee to Factotum Brewhouse for my membership to be activated.

Signature: _____

Date: _____

Name: _____

Address: _____

Phone: _____

Email Address: _____

Birthdate: _____