# **US Brew Passport – Brewery Partner Program Agreement**

#### 1. Overview

This Agreement ("Agreement") is between **US Brew Passport** ("Company", "we", "us") and the participating brewery ("Brewery", "you"). By submitting the Brewery Partner Signup form and checking "I agree to the Partner Program Terms," you agree to the terms below.

# 2. Program Description

US Brew Passport is a mobile app that helps beer lovers discover breweries across the United States, visit taprooms, and redeem Brewery-configured offers (the "Program"). Participating Breweries appear in the app with their name, location, and other details.

# 3. Brewery Participation & Offer

- 3.1. Brewery agrees to participate in the Program and to provide an offer to US Brew Passport app users ("Passport Holders").
- 3.2. The specific offer is defined by Brewery in the "Offer Details" field of the Partner Signup form (e.g., buy one, get one; percentage off second beer; discount on a flight; etc.).
- 3.3. Brewery is solely responsible for ensuring that its selected offer complies with all applicable local, state, and federal laws and regulations, including alcohol and promotional laws.
- 3.4. Offers may be limited to one redemption per Passport Holder, per calendar year, or other limits as defined by Brewery in the Offer Details text.

#### 4. Display in the App

- 4.1. By participating, Brewery grants US Brew Passport a non-exclusive, royalty-free license to use Brewery's:
  - Name
  - Logo (if provided)
  - Address
  - Website URL (if provided)
  - Offer description

for the purpose of displaying Brewery inside the US Brew Passport app, website, and related promotional materials.

4.2. Brewery acknowledges that US Brew Passport may use mapping services (e.g., Apple Maps / Google Maps) to show Brewery's location in the app and provide directions to users.

# 5. Brewery Responsibilities

Brewery agrees to:

- 5.1. Honor the Offer as described in the Signup form, subject to legal compliance and any reasonable conditions stated in the Offer Details.
- 5.2. Inform staff about the Program so they understand how to verify a Passport Holder and redeem the offer.
- 5.3. Notify US Brew Passport promptly if Brewery information (hours, website, address, etc.) changes.
- 5.4. Be fully responsible for its service, staff conduct, pricing, and any alcohol service decisions (e.g., checking ID, refusing service where appropriate).

# 6. Passport Holder Verification & Redemption

- 6.1. US Brew Passport may use in-app check-ins, QR codes, stamps, or similar features to help track redemptions.
- 6.2. Brewery staff may request that users show the app screen or stamp as proof of eligibility before honoring the Offer.
- 6.3. Brewery may limit redemptions to one per Passport Holder and/or apply reasonable restrictions such as "dine-in only," "not valid with other discounts," or time/day limitations, as permitted by applicable law.

# 7. Term & Withdrawal

- 7.1. This Agreement becomes effective when Brewery submits the Signup form and remains in effect for 2026 or until terminated.
- 7.2. Brewery may withdraw from the Program at any time by providing at least **15 days' written notice** via email or phone to the contact address listed on the US Brew Passport website.
- 7.3. Within a reasonable time after receiving notice, US Brew Passport will remove Brewery's listing and offer from the app and promotional materials on a rolling basis.
- 7.4. US Brew Passport may remove Brewery from the Program at any time, with or without cause, including but not limited to legal concerns, inactivity, or user complaints.

#### 8. No Guarantee of Results

Brewery understands and agrees that US Brew Passport does not guarantee:

- a specific number of app users, check-ins, visits, or redemptions
- any minimum level of sales, revenue, or exposure

The Program is a promotional tool and results may vary.

## 9. Compliance with Laws

- 9.1. Brewery retains full responsibility for compliance with all relevant alcohol service, licensing, advertising, and discount/promotion laws in its jurisdiction.
- 9.2. If a particular type of discount or offer is not permitted in Brewery's location, Brewery agrees to modify the offer accordingly or withdraw from the Program.
- 9.3. US Brew Passport does not provide legal advice and encourages Brewery to consult local counsel where needed.

## 10. Fees

If any fees or costs for participation are introduced or modified in the future, they will be communicated to Brewery in advance. Brewery is not obligated to continue participating if it does not agree to such fees.

## 11. Limitation of Liability

To the fullest extent permitted by law, US Brew Passport is not liable for:

- lost profits, lost revenue, or indirect damages
- issues arising from Brewery's service, staff conduct, or compliance
- errors or downtime in the app, mapping services, or third-party tools

In any case, US Brew Passport's total liability to Brewery will be limited to the amount, if any, paid by Brewery to US Brew Passport in the 12 months preceding any claim.

#### 12. Miscellaneous

- 12.1. This Agreement does not create a partnership, joint venture, employment, or agency relationship between Brewery and US Brew Passport.
- 12.2. Brewery may not use the name "US Brew Passport" in a way that implies ownership or control of the Program.

12.3. This Agreement may be updated periodically. The latest version will be made available via the Partner Terms link. Continued participation after changes go into effect constitutes acceptance of the updated terms.

By submitting the Partner Signup form, checking the agreement box, and typing their name as signature, Brewery's authorized representative confirms they have read, understood, and agree to this Agreement.