

## VIRTUAL EVENT SERVICES AGREEMENT

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Operator and the Customer hereby agree as follows:

### 1. Services and Compensation Terms:

- a. **Scope of Services.** The Operator shall provide the services specified in the “CBT Services” attached hereto as Exhibit A and incorporated herein by this reference (the “Services”); the date of such Services, the “Event Date”.
- b. **Quote Proposal:** In the event of any inconsistency between the terms of the Quote Proposal and this Agreement, the terms of this Agreement shall govern.
- c. **Address Submission Date:** The remaining balance of the Event Fee, after giving effect to any adjustments or payments, shall be due ten (10) business days prior to the Event Date (the “Payment Deadline”). At this time, you will submit to the Operator a completed “Address Submission Template” referenced in Exhibit A (the Template). If the Template has not been submitted by the Address Submission Date, you will be required to move your event date to a new agreed upon date.
- d. **Event Fee:** For the services rendered pursuant to this Agreement, the Operator shall be compensated as specified in the Quote Proposal (the “Event Fee”). The final Event Fee will be determined at the Payment Deadline based on the total number of recipients who will receive tasting boxes as submitted in the Address Submission Template. The Quote Proposal is valid for +/- 50% of quoted number of participants. At the Payment Deadline, if the number of participants changes above fifty (50%) percent of the Quote Proposal, a new proposal will be provided. CBT does not guarantee its ability to render Services for participants increased above the 50%. At the Payment Deadline, if the number of participants changes below fifty (50%) percent of the Quote Proposal, Event Fees will only be refunded for the participants change within 50% of the Quote Proposal.
- e. **Custom Branded Products Policy:** All designs for custom branded products must be submitted at least 15 business days prior to your event. Your design should be a 1-color, high-resolution, .PNG, .PDF, .AI file. You must specify the exact quantity of product (pint glasses, koozies, etc) at the time of sale. We recommend ordering more than your current participant headcount, in the event your attendee list increases as no changes or alteration to your design or order quantity may be made after your design has been submitted to the Operator.
- f. **Refund Policy:** The Event Fee is non-refundable. The experience date may be changed without penalty at least 7 days before the experience date. If the experience date is changed with less than 7 days notice, a \$250 rescheduling fee will apply. If the date is changed, no new tasting boxes or brewing materials will be provided. We issue refunds, or replacements when possible, for a product that arrives damaged as long as we are notified within 24 hours. Any notifications of damaged products must be supported by photo evidence. Only whole tasting boxes of an equivalent tier will be sent as a replacement. If you choose to replace your box, you’ll be charged a replacement fee of \$50 to cover the expedited shipping. Events within 48 hours cannot be replaced.
- g. **Method of Payment:** All amounts payable to the Operator pursuant to this Agreement shall be made by credit card, check or wire transfer. There is a 4% processing fee for credit card payments. There is a \$25 bank fee for any incoming wire transfer. After completing the credit card authorization form in the Quote Proposal, you may mail a check to CBT Management, 675 VFW Parkway #257, Chestnut Hill, MA 02467.

### 2. Packaging, Shipping, Delivery Terms:

CBT is a virtual events and marketing company that facilitates the purchase of products from its preferred retailers and manufacturers (our “Vendors”) on your behalf. We issue refunds or replacements when possible for a product that arrives damaged as long as we are notified within 48 hours from package delivery. The act of

engaging CBT's services authorizes CBT to engage a common carrier on your behalf for shipment of product. CBT's obligations have been fully satisfied as long as your product is delivered by the day proceeding your event date.

Any changes after the Address Submission Date may incur a twenty dollar (\$20.00) address change fee. Due to the perishable nature of some of the products, this change could cause a delay in shipping and affect the integrity and safety of the product. Any delay from this change of address voids CBT's guarantee but does not relieve you of your obligations under this Agreement. Any shipment or delivery of products that are refused or undeliverable by our third-party carriers will be returned to us at your expense and no refund will be provided.

Only non-alcoholic shipments may be sent to addresses in the following US states: AL, DE, MS, OK, MN, MO, NC, MD, WV, WI, AZ, CT, IN, UT, MS, & AK. Any addresses provided that are from the states listed above will be automatically replaced with the nearest non-alcoholic equivalent without further notice. No alcoholic beverages or perishable products can be shipped outside the United States.

### **3. Sale of Alcohol Terms:**

If the contents of your tasting box includes alcohol, you agree that you and all guests are of legal drinking age for purchasing, possessing, and consuming alcohol (i.e., 21 years of age or older in the United States). You agree that you will comply with all applicable laws and not cause CBT or our Vendors to contravene any applicable laws. You may not use CBT or our Vendors' products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction. Any alcoholic contents within the box will be purchased from a licensed retailer or manufacturer on your behalf. CBT does not sell alcohol or take title of any alcohol at any time. You agree that, upon delivery of alcohol products, the recipient may be asked to provide valid government-issued identification proving their age to the third party carrier or CBT representative delivering their product. You verify the recipient of the product will not be intoxicated when receiving delivery of such alcoholic products, and that alcohol has not been purchased with the intent to resell the alcohol to someone who is not of legal drinking age.

### **4. Waiver of Liability Terms:**

In no event shall either party be liable for any special, indirect, incidental, punitive, or consequential damages, including the loss of profits, business, or data even if such party has been advised of the possibility of such damages. The Customer hereby agrees to waive and discharge any and all claims it may have now or in the future and hereby agrees not to sue, the Operator, its officers, directors and members, sponsors, agents, contractors and employees, advertisers, and the owners of premises on which the Services are provided (collectively, the "Releasees") for any losses or damages due to any cause whatsoever. This Waiver provision shall survive termination of this Agreement.

As it relates to our Beer Making Event services, CBT waives all liability to the quality of the beer made by your participants and you understand that results may vary due to the nature of the product and factors beyond our control. If a customer is dissatisfied with their finished beer, they may contact [events@citybrewtours.com](mailto:events@citybrewtours.com) and we may, in our sole discretion, replace their ingredients at our expense.

### **5. Assumption of Risk Terms:**

The Customer acknowledges and accepts the risks and dangers of participating in the Event and assumes any and all risks associated with their participation. The Customer represents that to the best of their knowledge no participants have any medical, physical and/or emotional health conditions, which would hinder or prevent active participation in the event that haven't been provided to the Operator in writing. The customers also assume all risks inherent in participating in the event, including but not limited to, slips, falls, cuts, burns, explosions, fires, spillovers, allergic reactions, alcohol poisoning, intoxication and other accidents and injuries that may arise from their participation.

WARNING: Products that contain alcohol according to the State of California can cause cancer and birth defects or other reproductive harm, pursuant to California Health & Safety Code §§ 25249.7(a) & (d)(1), ( ie. Proposition 65 Warning).

### **6. Indemnification & Severability Terms:**

- a. Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims of a third party resulting from its breach of the Agreement or the negligence or intentional misconduct of such party or its officers, directors,

employees, agents, contractors, members or participants when acting within the scope of their employment or agency.

- b. Severability: If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

#### **7. Video Conferencing Terms:**

The Operator conducts all online events via the virtual platform Zoom Video Communications, Inc (“Zoom”). By participating in our Services, you agree to the [terms of service](#) of Zoom. CBT reserves the right to change the video conferencing platform at its discretion with 48 hours written notice. If you would like to use an alternative platform other than Zoom, you must provide this request in writing by the Address Submission Date. The Customer must provide any credentials to CBT, no later than seven (7) days prior to the Event. With written approval from CBT, you may provide an alternative video conferencing platform by paying a \$250 training fee. At least one week preceding your event, the Customer must lead a thirty (30) minute training with their CBT guide in order for them to familiarize themselves with the alternative platform.

#### **8. Right of Termination:**

Either party to this Agreement has the right to terminate the Agreement, by written notice to the other party at any time prior to Payment Deadline, in the event one or more of the following occurs:

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control (a “Force Majeure Event”), these causes include acts of God, war, acts of state or governmental action or guidance prohibiting or making inadvisable any party from performing its respective obligations, acts of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, epidemic, pandemic, a declared state of emergency or any other emergency beyond the parties’ control making it inadvisable/impossible, illegal, or which materially affects a party’s ability to perform its obligations hereunder. This includes but is not limited to any limitations, restrictions or travel warning(s) imposed or advised by the World Health Organization, the Center for Disease Control, government officials, healthcare leaders and/or industry leaders.

THE PARTIES HAVE READ THE TERMS OF SERVICE, UNDERSTAND IT, AND BY SIGNING THE QUOTE PROPOSAL AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.