

PHILLY BREW TOURS, LLC
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

- 1.1. Scope of Services. Subject to the terms and conditions of this Agreement, the Operator shall provide those services specified in the "Quote Proposal" attached hereto as Exhibit A and incorporated herein by this reference (the "Services"); the date of such services, the "Event Date".
- 1.2. 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.
- 1.3. All Guests Shall Be 21 or Older. It shall be the Customer's responsibility to ensure that all guests of the Customer ("Guests") are 21 or older, it being understood that the presence of Guests under the age of 21 shall be a violation of the terms of this Agreement and cause for early termination of the Services with no refund pursuant to Section 2.6 below.

2. COMPENSATION

- 2.1. Tour Fee. For the services rendered pursuant to this Agreement, the Operator shall be compensated as specified in the Quote Proposal (the "Tour Fee").
- 2.2. Method of Payment. All amounts payable to the Operator pursuant to this Agreement shall be made by check.
- 2.3. Tour Fee Deposit. Simultaneously with the execution of this Agreement, the Customer shall provide a 50% deposit of the Tour Fee (the "Tour Fee Deposit").
- 2.4. Full Payment Due Date. The remaining balance of the Tour Fee, after giving effect to the Tour Fee Deposit, shall be due two weeks prior to the Event Date (the "Payment Deadline").
- 2.5. No Proration. After the Payment Deadline, any reduction in the number of anticipated Guests shall not obligate the Operator to reduce the Tour Fee.
- 2.6. No Partial Refunds; Early Event Termination. The Customer shall not be reimbursed if the Services are terminated early by the Operator's staff if (i) Guests under the age of 21 are present or (ii) due to the following behavior by one or more Guests:
 - (a) failure to follow the reasonable requests of the Operator's staff;
 - (b) illegal activity; or
 - (c) disorderly conduct.

Furthermore, the Customer shall not be entitled to a refund if the Operator is unable to provide any portion of the Services because the Guests were not ready to depart from one or more of the locations at the time(s) indicated in the itinerary section of the Quote Proposal.

- 2.7. Cancellation Fees. The following cancellation fees shall apply:

- (a) If the Customer cancels prior to the Payment Deadline, 100% of the Tour Fee Deposit will be refunded less 50% of the transportation fees.
- (b) If the Customer cancels from the Payment Deadline though the date one week prior to the Event Date, 50% of the Tour Fee shall be refundable.
- (c) No refunds will be given on tour or transportation fees within two weeks of tour date.
- (d) If the Customer cancels after the date one week prior to the Event Date through three days prior to the Event Date, 25% of the Tour Fee shall be refundable.
- (e) If the Customer cancels fewer than three days prior to the Event Date, the Customer shall forfeit the entire Tour Fee.

3. TERM AND TERMINATION

- 3.1. Term. The term of this Agreement shall be from the date first written above and ending upon the date upon which the Services conclude, unless otherwise terminated prior to such date under the terms of this Agreement.
- 3.2. Termination. This agreement is binding and may be terminated only by mutual consent; provided, however, that the Operator may terminate this Agreement for non-payment by the Customer and under the circumstances described in Section 2.6 above. Upon termination of this Agreement for non-payment, the Customer shall forfeit any and all rights to the Services.

4. WAIVER

- 4.1. Waiver of Liability. The Customer hereby agrees to waive and discharge any and all claims it may have now or in the future, releases from all liability, 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, except to the extent such losses or damages are the result of gross negligence or willful misconduct on the part of one or more of the Releasees. This Waiver provision shall survive termination of this Agreement.
- 4.2. Authorization of Release. The Customer grant the Operator the absolute and irrevocable right and unrestricted permission concerning any photographs, logo, or Videos the Operator has taken or may take, to use, reuse, publish, and republish the photographs or video in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use the Customer's name in connection with any use the Operator chooses. The Customer releases from all liability, and hereby agrees not to sue, the Operator and the Releases.

5. INDEMNIFICATION.

- 5.1. Indemnification. The Customer hereby agrees to defend, indemnify and hold harmless the Releasees from and against each and every loss, claim, expense (including attorneys' fees and costs), liability or payment by reason of any damages or injury to any person (including death) or property (including loss of use or theft thereof) directly caused by the Customer or any Guest to the fullest extent allowed by law. This Indemnification provision shall survive termination of this Agreement.
6. DISPUTE RESOLUTION.
 - 6.1. Negotiation Between Parties; Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Boston, Massachusetts. Massachusetts law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Negotiation and Arbitration provision shall survive the termination of this Agreement.
7. MISCELLANEOUS
 - 7.1. Notices. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery using the contact information provided on the signature page hereto, each of which for purposes of this Agreement is a writing: personal delivery, e-mail, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or facsimile.
 - 7.2. Waivers and Amendments. The parties hereto may waive or amend particular sections of this Agreement only by a written instrument executed by both parties.
 - 7.3. Merger. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement.
 - 7.4. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship or any other force majeure event.

- 7.5. 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.
- 7.6. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed, agreed and entered into this Agreement as of the date the tour proposal was first signed.