



MUSKOKA DOCKSIDE DRAUGHT TERMS AND CONDITIONS FOR NEW AND EXISTING CUSTOMERS - 2022

1. **Agreement and Acceptance.** These terms and conditions (the “**Agreement**”) will exclusively govern the purchase of certain products and equipment by the undersigned (the “**Purchaser**”) from Lakes of Muskoka Cottage Brewery Inc. (“**Muskoka**”) and the provision of certain services by Muskoka, each as described herein. This agreement is non-transferable.

2. **Products and Equipment.** Subject to compliance with the terms of this Agreement, Muskoka hereby sells, assigns and transfers to the Purchaser either the products and equipment defined below as “The Kayak” or the products and equipment defined below as “The Canoe”, as selected by the Purchaser below (the “**Products**”):

The Kayak-New Customers: an umbrella; a tap handle; 12 pub glasses; 1 sleeve plastic cups; 1 sleeve coasters; a Muskoka wooden crate, no charge beer deliveries between May 1, 2022 and September 30, 2022, and 2 draught line cleanings for the first season as a Dockside member. **Extra services and products will be charged at the following prices when ordered through the Dockside program:** CO₂ fill \$30, additional line cleanings \$25, a sleeve of plastic cups \$15, a sleeve of coasters \$6

The Canoe-New Customers: an indoor/outdoor 1 or 2 tap draught unit; an umbrella; 1 or 2 tap handles; 12 pub glasses; 1 sleeve plastic cups; 1 sleeve coasters; a Muskoka wooden crate; 1 full CO₂ cylinder; no charge beer deliveries between May 1, 2022 and September 30, 2022, and 2 draught line cleanings for the first season as a Dockside member. **Extra services and products will be charged at the following prices when ordered through the Dockside program:** CO₂ fill \$30, additional line cleanings \$25, a sleeve of plastic cups \$15, a sleeve of coasters \$6

The Paddle Board-New Customers: an indoor/outdoor 1 or 2 tap draught unit; 1 or 2 tap handles; 1 full CO₂ cylinder; no charge beer deliveries between May 1, 2022 and September 30, 2022, and 2 draught line cleanings for the first season as a Dockside member. **Extra services and products will be charged at the following prices when ordered through the Dockside program:** CO₂ fill \$30, additional line cleanings \$25, a sleeve of plastic cups \$15, a sleeve of coasters \$6

Existing customers to the Kayak, Canoe, and Paddle Board programs will also be subject to the same prices noted above for additional products and services ordered on as needed basis

3. **Purchase Price.** The aggregate purchase price (the “**Purchase Price**”) to be paid by the Purchaser to Muskoka for the Products during the 2022 Dockside Season shall be (i) \$520 +HST if the Purchaser has elected to purchase the Products defined as “The Kayak”; or (ii) \$1,795 +HST for 1 tap unit and \$1,945 +HST for 2 tap unit if the Purchaser has elected to purchase the Products defined as “The Canoe”. (iii) \$1,250 +HST for 1 tap unit and \$1,400 +HST for 2 tap unit if the Purchaser has elected to purchase the Products defined as “The Paddle Board” The cost for beer is not included in the package Purchase Price and can be purchased weekly at current prices determined by Muskoka Brewery.

4. Services.

- (a) Muskoka shall deliver the Products to the Purchaser's premises listed below (**the "Premises"**) and if the Purchaser purchased the Products defined as "The Canoe", Muskoka shall setup the indoor/outdoor draught unit at a reasonable location on the Premises requested by Purchaser and ensure that it is functioning in accordance with the manufacturer's instructions; and
- (b) Muskoka shall deliver any and all kegs of Muskoka beer ordered by the Purchaser to the Premises and according to the designated delivery day as determined by Muskoka Brewery, between Monday at 9:00 a.m. (EST) and Friday at 5:00 p.m. (EST) during the period beginning May 1st, 2022 and ending September 30th, 2022. Deliveries outside of these dates will be subject to a \$25 delivery fee if delivery is available. The Muskoka beer must be ordered by the Purchaser between Monday at 9:00 a.m. (EST) and Tuesday at 5:00 p.m. (EST) to receive the delivery before the end of the week, as determined by Muskoka in its sole discretion, subject to the following:
 - (i) all keg purchases shall be pursuant to Muskoka's terms of sale then in effect;
 - (ii) the Premises must be located in Bracebridge, Gravenhurst, Huntsville, Muskoka Lakes, Lakes of Bays, or Severn/Washago areas
 - (iii) the Premises must not be located in an inaccessible area, as determined by Muskoka in its sole discretion. For customers who have cottages on an island, Muskoka will deliver kegs to a mutually arranged consistent location on the main land.
- (c) For the sake of clarity, Muskoka shall deliver kegs pursuant to Section 4(b) from May 1st, 2022 to September 30th, 2022. Notwithstanding anything to the contrary contained herein, all dates and times set out in this Section 4 may be unilaterally amended by Muskoka in its sole discretion.

5. Warranty. Muskoka makes no warranty or representation, expressed or implied, including warranties of merchantability and fitness for a particular purpose, in respect of any of the Products or the services set out in section 4 (the "**Services**"). To the extent possible, Muskoka hereby assigns to Purchaser any manufacturer's warranty, expressed or implied, issued on any of the Products and hereby authorizes Purchaser to obtain the customary service furnished by the manufacturer in connection therewith, at Purchaser's sole expense. If possession of the any of the Products reverts to Muskoka at any time, Purchaser shall assign all of its rights, under such manufacturer's warranties back to Muskoka.

6. Limitation of Liability. Muskoka shall not be liable for any losses, claims, actions, demands, legal proceedings, liabilities, damages, judgments, authorized settlements incurred by Purchaser arising out of or in connection with the Products, the Services, or this Agreement. Without limitation to the forgoing, Muskoka shall not be liable for any special, indirect, incidental, exemplary, punitive or consequential damages of any kind, including, but not limited to, lost profits, lost savings, lost business opportunity, lost data, business interruption, or unmet expectations (whether foreseeable or not), arising out of or in connection with the Products, the Services or this Agreement, even if advised or aware of the possibility of such damages and even if such damage, loss or liability is based on negligence, tort, or breach of contract (whether a fundamental breach or breach of a fundamental term), or failure of an essential purpose.

7. **Indemnity.** Purchaser hereby agrees to indemnify, defend and hold Muskoka, including its directors, officers, employees, and other representatives harmless from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including, without limitation, reasonable legal fees, arising out of or in connection with (i) the negligence of the Purchaser; (ii) the use of the Products; and (iii) this Agreement.
8. **Term and Termination.**
- (a) This Agreement shall continue in full force and effect until September 30, 2022. For details regarding the 2022 Dockside Draught program please contact Muskoka Brewery at dockside@muskokabrewery.com
- (b) Muskoka may terminate this Agreement with or without cause on thirty days' notice to the Purchaser.
- (c) Muskoka may terminate this Agreement immediately if it determines that the Premises (i) is not located in one of the areas set out in Section 4(b)(ii); or (iii) is in an inaccessible area pursuant to section 4(b)(iv). In such an event, Muskoka shall provide Purchaser a full refund of the Purchase Price upon return of the Products.
9. **Force Majeure.** Muskoka shall be excused for delays in performance or failure of performance of its obligations under this Agreement to the extent such delay or failure arises from causes beyond Muskoka's reasonable control, including, without limitation, wars, fires, floods, earthquakes, acts of terror or other acts of God (collectively, "**Force Majeure**"). In the event of any such event or condition, Muskoka shall notify the Purchaser promptly thereof and shall make diligent efforts to perform at its earliest opportunity. If the Force Majeure period continues beyond 60 days, either party may terminate the Agreement.
10. **General.** This Agreement shall constitute the entire understanding of the parties relating to its subject matter and shall supersede all other communications, negotiations, arrangements and Agreements pertaining to the same subject matter, whether verbal or written, between them prior to the date of this Agreement. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of Muskoka or it shall have no effect and shall be void. Regardless of the circumstances of termination or expiration of this Agreement, any provision which by its nature extends beyond the termination or expiration will survive according to their terms, including, but not limited to, the provisions of: Sections 6 (Limitation of Liability), 7 (Indemnity) and 10 (General). This Agreement shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the parties hereby attorns to the exclusive jurisdiction of the Courts of Ontario. This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic transmission and all the counterparts and electronic transmissions will be as effective as delivery of a manually executed copy of the Agreement and together will constitute one and the same agreement.