

Invictus Brewing
Membership Terms and Conditions

Invictus Brewing L.L.C. intends to build and operate a new and exciting production brewery and taproom in Blaine, MN. Invictus is offering you the opportunity to be an ongoing part of our brewery by purchasing a membership. By purchasing a membership, you will not only help us build a fantastic brewery and taproom, you will also propel to VIP status.

Moving? Dead? Bored with beer? No worries! Your membership is transferable to anyone that is qualified to own a membership.

Invictus Brewing Company is selling two different types of memberships. Choose the one that best fits you.

Individual Membership Benefits

1. Free 1st beer each day...FOREVER.
2. An invitation to either the Friday or Saturday soft opening of the brewery (space is limited and you will be able to sign up in the order in which your Membership was purchased).
3. An Invictus Brewing Co. branded T-shirt showing your support of the brewery
4. Priority access to select Invictus-sponsored events and leagues
5. Priority access to limited edition beer releases
6. 20% discount on growlers, merchandise, leagues and select events.
7. Stainless steel growler with the Invictus Brewing Co. logo

Couples Membership Benefits

1. Two FREE beers each day...FOREVER.
2. An invitation for two to either the Friday or Saturday soft opening of the brewery (space is limited and you will be able to sign up in the order in which your Membership was purchased).
3. Two Invictus Brewing Co. branded T-shirts showing your support of the brewery
4. Priority access for both members to select Invictus-sponsored events and leagues
5. Priority access to limited edition beer releases
6. 20% discount on growlers, merchandise, leagues and select events (unlimited).
7. Stainless steel growler with the Invictus Brewing Co. logo

Terms and Conditions of Memberships

Each holder ("Holder") of an individual or couples membership of Invictus Brewing L.L.C. ("Invictus," "we," or "our") acknowledges and agrees that the following terms and conditions shall apply to such memberships:

1. The issuance of the membership is contingent upon Invictus opening and operating the brewery. There is no guarantee that we will be successfully obtain suitable financing, open the brewery, or continue brewery operations. Holder understands that membership benefits are subject to the risks inherent in any start-up enterprise, and the unique risks associated with operating a brewery in a heavily regulated industry that is subject to federal, state, and local regulation. Holder understands that our failure to comply with such regulations may delay or prevent the brewery from opening.
2. Holder's purchase of a membership is non-refundable. Invictus may access and use Holder's funds to cover any costs and expenses of Invictus, including payment of various pre-opening costs and expenses of the planned brewery. If we fail to open the brewery, Holder will not receive the benefits of the membership and we are not obligated to reimburse Holder for any portion of the costs of the membership.
3. Memberships are not investments, stock, shares, ownership or any other security in Invictus. Holder should not purchase a membership for investment purposes. A membership entitles Holder to the benefits set forth above and no other benefits.

4. Holder must be legally permitted to purchase beer at the brewery at the time of purchase of the membership and at the time of receipt of any benefits to which Holder is entitled under the applicable membership above, including being 21 years of age or older. We reserve the right to require proper identification of any Holder to confirm satisfaction of such requirement prior to serving Holder any beer.
5. Invictus reserves the right to refuse service to any Holder who appears intoxicated or impaired, as determined in the sole discretion of Invictus and its employees.
6. Only Holder is entitled to the benefits of the membership. The membership may not be used by any other individual. Memberships are transferable upon official notification to Invictus; provided, however, that under no circumstances may Memberships be transferred for a price exceeding their original purchase price or otherwise for a profit. A transfer of a couple's membership will not be effective unless each Holder executes the notice to Invictus of a transfer.
7. Holder may not resell any items received pursuant to Holder's membership.
8. Holder is permitted to own only one membership.
9. If Invictus ceases to operate for any reason, the membership will terminate automatically and Holder will not be entitled to any refund.
10. Invictus may cancel the membership at any time by paying in full the costs of the membership to Holder.
11. Invictus reserves the right to modify the membership terms from time to time hereafter for any purpose, including but not limited to, any amendments necessary to comply with the current applicable laws and prevent abuses of the membership. Any such amendment will be deemed effective once posted to Invictus' website or at another location publicly accessible at our brewery.
12. Invictus has the right, but not the obligation, to terminate any membership upon Holder's violation of any of these terms and conditions with no refund.
13. If Holder elects to purchase a membership using monthly installments, Invictus has the right to cancel the membership if Holder fails to pay any monthly installment payment when due. Each monthly installment payment is due on the first business day of each month until paid in full.

By execution below, Holder(s) acknowledges and agrees to the foregoing terms and conditions of the membership.

Type of Membership	<input type="checkbox"/> Individual <input type="checkbox"/> Couple	Payment Options	<input type="checkbox"/> One-Time (\$1,000 Individual, \$1,900 Couple) <input type="checkbox"/> Six-month Payment Plan (\$185/mo. Individual, \$340/mo. Couple)
Name(s)	Owner 1:		
	Owner 2:		
Address			
City, State ZIP			
E-mail			
Phone #			