

Independent Brewers Alliance Affiliate Agreement

Independent Brewers Alliance ("IBA") and Affiliate ("Affiliate " or "You"), as identified below, agree as follows:

1. Affiliate Benefits Furnished by IBA. IBA intends to provide the following benefits to Affiliate: (a) negotiate agreements with suppliers of brewery products and related ingredients and materials ("Products") with an objective of obtaining discounts for the benefit of Affiliate from such suppliers; (b) provide other operational cost savings programs. You acknowledge and agree that some of the Affiliate Benefits may be changed by IBA, or new Affiliate Benefits may be added or removed from time to time by IBA in its sole discretion.
2. Term. Subject to earlier termination as provided herein, the initial term of this Agreement shall commence on the Effective Date and shall run for one year ("Initial Term"). After the end of the Initial Term, this Agreement shall automatically renew for successive one-year terms (the Initial Term and any successor terms will be referred to herein as the "Term") unless either You or IBA notifies the other party in writing of its desire to terminate this Agreement, which notice can be given at any time at least 30 days prior to the termination date.
3. Confidentiality of Data. Any data provided by You will be kept confidential by the IBA, except that the IBA shall have the right to de-identify and collate Your data in order to include same in general and non-specific trend reporting and best practices information given to IBA and/or the members of IBA. Any such data provided by You shall not be sold, shared or in any other way distributed by IBA, without your express permission. Any data You receive from IBA, including but not limited to supplier information, pricing or any other trade secrets of IBA shall be kept confidential by You and your employees, directors, owners, or contractors during the term of this Agreement and for a period of five (5) years following the termination of this Agreement.
4. Consent to the IBA Receiving Purchase Information. You consent to IBA receiving, electronically or otherwise, from those suppliers and manufacturers with whom the IBA negotiates agreements/arrangements for Products on behalf of members and affiliates, copies of your purchase information from such suppliers and manufacturers. This consent shall be self-executing and the IBA may show any such suppliers/manufacturers this specific provision in order to gain access to Your purchase information from any such suppliers/manufacturers. If a supplier/manufacture does not timely provide Your purchase information, You agree to supply the IBA with Your purchase information in the format required by the IBA which may include, reports from Your Enterprise Resource Planning (ERP) system, distributor sales reports, or other reports containing the most accurate data that is available to You.
5. Termination for Cause. IBA shall have the right to terminate this Agreement upon written notice to Affiliate if: Affiliate (i) fails to comply with any term or provision of this Agreement or any other agreement between Affiliate and IBA or (ii) fails to properly pay any vendor or supplier (a "default") and Affiliate fails to cure the default after IBA has provided written notice of such default to Affiliate. The default notice shall provide (a) in the case of a monetary default, 10 days for Affiliate to cure the default, and (b) in the case of a non-monetary default 30 days for Affiliate to cure the default.
6. Status of Parties. The relationship created by this Agreement shall not be construed as an agency, partnership, joint venture, franchise or employment contract. You are solely an Affiliate and a purchaser of goods from IBA negotiated vendors. You maintain, own and operate Your own business. You warrant and represent that You have the business experience and expertise required to operate Your business and that You have had the opportunity to retain legal counsel to review and explain this Agreement.
7. Governing Law; Venue. This Agreement shall be governed in its construction and validity by the internal laws of the State of New Jersey without regard to the law of conflicts. Any lawsuit or proceeding brought about or under this Agreement shall be brought only in a court of competent jurisdiction in Monmouth County, New Jersey. This Agreement shall not be effective until You and IBA have signed this Agreement. The date this Agreement is signed by the IBA shall be the "Effective Date."

Independent Brewers Alliance
By: Matt Hopkins
Print Name: Matt Hopkins
Title: Executive Director
Date: 08 / 19 / 2024
Notify Address: Independent Brewers Alliance
PO Box 454
Rumson, NJ 07760

Saucony Creek Brewing Company LLC

Affiliate: _____
By: Gilbert Kirby Powell
Print Name: Gilbert Kirby Powell
Title: VP Operations/Co-Owner
Date: 08 / 19 / 2024
Physical Address:
15032 Kutztown Road, Kutztown, PA 19530
Mailing Address (If Different):

Last reported Barrelage? 1200

Who should have access to our IBA Programs? Please supply contacts for the following categories.

Raw Materials	Kirby Powell	kirby@sauconybeer.com
Packaging Materials	Kirby Powell	Kirby@SauconyBeer.com
Merchandise	Kirby Powell	Kirby@SauconyBeer.com
Equipment	Kirby Powell	Kirby@SauconyBeer.com
Facilities Supplies/Services	Kirby Powell	Kirby@SauconyBeer.com
Office Supplies/Services	Kirby Powell	Kirby@SauconyBeer.com
Other	Kirby Powell	Kirby@SauconyBeer.com

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Viewed by - (kirby@sauconybeer.com)
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08 / 19 / 2024
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The document has been completed.