

COLLABORATIVE BREWING AGREEMENT

This Collaborative Brewing Agreement is made, entered into, and effective as of _____ (date) (“Effective Date”) by and among _____ (breweries) (each of which may be referred to herein individually as a “Party” or collectively as the “Parties”). The Collaborative Brewing Agreement shall be referred to as the “Agreement.”

WHEREAS, all breweries listed here are independently engaged as a licensed craft brewery in the State of Nebraska, has unique knowledge and experience in the development and production of beer, as that term is defined by applicable state and federal law, possesses inputs which are necessary for the production of beer, and owns or leases equipment and other necessary facilities for the production of beer (collectively, "Knowledge and Resources");

WHEREAS, the Parties to this Agreement desire to pool their Knowledge and Resources to produce a Collaboration Beer (as described below), and to provide documentation of transfers of the Collaboration Beer in accordance with TTB Procedure Number 2018-1, and Nebraska Liquor Control Commission ("Commission") Rules and Regulations;

NOW, THEREFORE, upon consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

I. Contact Information: The contact information for each of the Parties is as follows:

“BREWERY A”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___ YES ___ NO

“BREWERY C”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___ YES ___ NO

“BREWERY E”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___ YES ___ NO

“BREWERY B”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___ YES ___ NO

“BREWERY D”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___ YES ___ NO

“BREWERY F”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___ YES ___ NO

“BREWERY G”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY I”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY K”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY M”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY O”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY H”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY J”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY L”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY N”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

“BREWERY P”

Name: _____
Street: _____
City: _____
State: NE Zip: _____
Contact Person Name: _____
Contact Person Phone: _____
State License Number: _____
Paying excise tax on beer? ___YES ___NO

II. Contributions: The Parties contributed the following to the Collaboration Beer:

a. General Description of Collaboration Beer:

b. Total Volume of Collaboration Beer Produced:

c. Contribution of inputs by each Party including ingredients, expertise, etc., clearly defined [list type]:

d. Contribution of facilities by each Party [list type]:

e. Contribution of labelling/packaging/marketing by each Party:

f. Contribution of labor by each Party:

g. Contribution of formula/recipe for the Collaboration Beer:

h. Volume of Collaboration Beer transferred to each Party or Party's Satellite Location (if applicable):

Brewery A: _____

Brewery B: _____

Brewery C: _____

Brewery D: _____

Brewery E: _____

Brewery F: _____

Brewery G: _____

Brewery H: _____

Brewery I: _____

Brewery J: _____

Brewery K: _____

Brewery L: _____

Brewery M: _____

Brewery N: _____

Brewery O: _____

Brewery P: _____

i. Date of completion and transfer of beer to each brewery:

III. Further Acts and Assurances: It is the intent of the Parties to comply with TTB Procedure Number 2018-1, and Commission Rules and Regulations for transfer of the Collaboration Beer among the Parties. Each Party will be responsible for providing copies of this Agreement to TTB and the Commission. Each Party further agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above.

DISCLAIMER: This Collaborative Brewing Agreement was prepared by and for the Nebraska Craft Brewers Guild ("Guild") and its members to facilitate orderly and appropriate agreements covering collaborative brewing opportunities as well as adequate tax reporting to the Nebraska Liquor Control Commission. Neither the Guild nor any of its members nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement, neither the Guild nor any of its members nor any of their agents, representatives or attorneys intend to offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.