



LAZARUS
COFFEE • BEER • TACOS • JOY

Updated Effective: March 31, 2026

LAZARUS BREWING COMPANY PATRON SAINT AGREEMENT

The Patron Saint Indulgences Agreement was entered into on the date of my purchase of a Lazarus Patron Saint Glass at a participating Lazarus Brewing location (“Lazarus”). Pursuant to Section 4(g) of the Patron Saint Indulgences Agreement, Lazarus is updating the terms and conditions of the Patron Saint program. This Lazarus Brewing Company Patron Saint Agreement (“Agreement”) describes the benefits, terms and conditions which shall apply to me as a Patron Saint of Lazarus as of the effective date above.

1. What do I receive?

Subject to the conditions described later in this Agreement, I will be entitled to the following benefits as a Lazarus Patron Saint (collectively, “Patron Saint Benefits”):

(a) **One Custom Lazarus Patron Saint Glass.** You will provide me with a hand made, custom beer glass, designed by Lazarus, glazed and fired exclusively for me and bearing the Lazarus logo and personalized with my name, as it appears on my order form (my “Patron Saint Glass”). My personalized Patron Saint Glass will be stored onsite by you at the Lazarus location corresponding to my purchase. My Patron Saint Glass will be displayed behind the bar in the taproom and accessible to me at all times while Lazarus is open to the general public, subject to reasonable exceptions required by operation of your business. I will be entitled to use my personalized Patron Saint Glass to enjoy any beer beverages purchased by or for me (or received by me pursuant to this Agreement) on premises at Lazarus. If my personalized Patron Saint Glass is lost, stolen, or breaks while it is in my possession or control and I wish to have it replaced, I will have to pay for the full cost of such replacement. If my personalized Patron Saint Glass breaks during normal wear and tear associated with restaurant glassware, I may opt to utilize an unsigned Patron Saint Glass if I do not wish to pay for a personalized replacement glass. If I move, Lazarus agrees to ship my Patron Saint Glass to me at my request and my expense. However, in that event, Lazarus will no longer be responsible for my Patron Saint Glass once it is shipped, and I will no longer be entitled to a replacement.

(b) **One Daily Complimentary Lazarus Craft Beer.** As a Lazarus Patron Saint, I will be eligible to receive one daily complimentary craft beer brewed by Lazarus, to be consumed on premise at the Lazarus location associated with my purchase for as long as Lazarus remains open for business (my “Patron Saint Beer”). I will not incur any additional charges for my Patron Saint Beer.

2. When can I begin to utilize my Patron Saint Benefits?

I acknowledge that no Patron Saint Benefits will be available to me unless and until you have held the grand opening for the Lazarus location at which I purchased my Patron Saint Glass. I understand that if my Lazarus location never opens for business, I will not receive any Patron Saint Benefits. Once my Patron Saint Benefits are available, I will only be entitled to use them only at the location associated with my purchase, while that location is open to the general public. If that location ever closes, I will not be entitled to any further Patron Saint Benefits.

3. I understand that my rights to Patron Saint Benefits are conditional. What are the conditions?

Notwithstanding anything in this Agreement to the contrary, I will not have any rights to Patron Saint Benefits unless each of the following conditions is fully satisfied:

(a) All Patron Saint Benefits will be available to me subject to, and only in full compliance with, all applicable laws and regulations.

(b) Patron Saint Benefits may only be utilized when Lazarus is open to the general public.

(c) I must at all times while at Lazarus (i) drink responsibly and in moderation, (ii) exercise good judgment, (iii) treat other patrons, servers, bartenders and other people with courtesy and respect, (iv) not take any action that might jeopardize the health, welfare or safety of myself or any other person and (v) not engage in any harassment or violent or inappropriate conduct.

(d) I must consume any complimentary alcoholic beverages received from Lazarus on premises at Lazarus.

(e) I must not drive if unable to do so safely because of the consumption of alcoholic beverages or medication or for any other reason.

(f) I must present acceptable photo identification to Lazarus staff as proof of identity and proof that I am over 21 years of age.

(g) I must not appear intoxicated on the premises at Lazarus.

(h) I may not attempt to utilize my Daily Complimentary Lazarus Craft Beer more than once per day (across all locations). As the sole “owner” of my Patron Saint Glass, I may not allow anyone other than myself to utilize my Patron Saint Benefits. In the event I have also purchased a Patron Saint “Companion” Glass, it may only be utilized in my presence by a person of my choosing.

(i) Unforeseen circumstances, including, for example, acts of god, inventory shortages, utility service interruptions, suspensions of licenses and acts of terrorism, war, extreme weather, or pandemic may prevent or interfere with my use and enjoyment of the Patron Saint Benefits.

4. I understand that my participation in the Patron Saint program requires me to satisfy certain qualifications and acknowledge certain aspects of the program.

I represent, acknowledge and agree that (a) I am over 21 years of age, (b) my status as a Patron Saint of Lazarus and my participation in the Patron Saint program does not provide me with any managerial authority over any aspect of your business or operation of Lazarus Brewing Company, (c) I am not entitled to any discounts, free food and beverages or special services or treatment by Lazarus or Lazarus staff, except as expressly set forth in this Agreement, (d) I am participating voluntarily in the Indulgences program, and you are not encouraging the excessive consumption of alcohol, (e) none of Patron Saint Benefits, including, without limitation, my Patron Saint Glass and my Daily Patron Saint Beer, is redeemable for cash, (f) the Patron Saint Benefits have no monetary value and are non-refundable and (g) you reserve the right to modify the terms and conditions of the Patron Saint program, including, without limitation, any terms and conditions of this Agreement, including the Patron Saint Benefits, at any time or from time to time, without any compensation or refund to me. In furtherance and not in limitation of the foregoing, if, at any time, you determine in your sole and absolute discretion that my continued participation in the Patron Saint program is in any way harmful to the reputation, business or prospects of Lazarus, including, for example, if I am charged or convicted of a crime involving dishonesty or moral turpitude, or if I attempt to knowingly ignore or

circumvent any of the conditions listed above, you may revoke all or any of my privileges under the Patron Saint program, and I will not be entitled to any compensation or refund.

5. I understand that the Patron Saint Benefits are not transferable.

Unless you give me your prior written consent, I am prohibited from directly or indirectly assigning, selling, encumbering, hypothecating or otherwise transferring or disposing of all or any part of my rights and obligations under this Agreement.

6. Miscellaneous.

This Agreement and any claims associated herewith shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to its choice of law provisions. This Agreement constitutes the entire agreement between us with respect to the subject matter hereof, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Nothing expressed or referred to in this Agreement will be construed to give any person, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision hereof. If any provision of this Agreement, including, without limitation, clause (g) of paragraph number 4, should be found by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect. This Agreement shall be executed by me when I purchase my Patron Saint Glass.