



Term of Service - Effective 10/01/2025

Terms of Service

Bourbon & Brushes, LLC

****Effective Date:** 10/01/2025**

These Terms of Service ("Terms") govern your access to and use of the website, courses, content, products, and services provided by Bourbon & Brushes, LLC ("Company," "we," "us," or "our"). By accessing or using our services, you agree to these Terms.

1. Nature of Services

Bourbon & Brushes, LLC is an educational, creative, and product development company. We provide training programs, educational content, courses, standards, tools, publications, and consumer products relating to beverage craft, flavor design, hospitality practices, and sensory experience.

We do not sell, manufacture, distribute, broker, transport, or serve alcoholic beverages or tobacco products and do not operate as a bar, restaurant, tavern, lounge, or retail alcohol or tobacco establishment as defined under Chapter 561 and Chapter 569, Florida Statutes, or applicable federal law.

All references to alcohol, spirits, cocktails, or tobacco are for educational, cultural, or descriptive purposes only.

2. Eligibility

You must be at least 21 years old to participate in any alcohol-related educational content or events.

By using our services, you represent that you meet all applicable legal age and eligibility requirements.

3. Educational Disclaimer

All content and services are provided for educational and informational purposes only. We do not provide medical, legal, regulatory, or professional advice. You are solely responsible for compliance with all applicable laws and regulations.

4. User Responsibilities

You agree to:

- * Use services lawfully and responsibly
- * Follow all safety instructions
- * Respect ethical and cultural boundaries
- * Avoid misuse or misrepresentation of our content
- * Not promote harmful or illegal behavior

5. Intellectual Property



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All content, materials, trademarks, standards, and frameworks are the exclusive property of Bourbon & Brushes, LLC. You may not copy, distribute, modify, or create derivative works without written permission.

6. Prohibited Conduct

You may not:

- * Misrepresent our services as alcohol or tobacco sales
- * Use our materials to promote illegal or harmful behavior
- * Reverse engineer or redistribute content
- * Impersonate instructors or representatives

7. Payment and Refunds (if applicable)

All purchases are final unless otherwise stated. We reserve the right to modify pricing and offerings at any time.

8. Limitation of Liability

To the maximum extent permitted by law, Bourbon & Brushes, LLC shall not be liable for any indirect, incidental, consequential, or special damages arising from your use of our services.

Participation is at your own risk.

9. Indemnification

You agree to indemnify and hold harmless Bourbon & Brushes, LLC from any claims arising from your actions, misuse of content, or violation of these Terms.

10. Termination

We may suspend or terminate access for violations of these Terms or ethical standards.

11. Governing Law and Venue

These Terms are governed by the laws of the State of Florida. Any disputes shall be resolved exclusively in Florida courts.

12. Changes to Terms

We may update these Terms at any time. Continued use constitutes acceptance.

13. Contact

For questions:

Contact: Legalbourbonandbrushes@gmail.com

12713 McGregor Blvd. Suite 2, Fort Myers, Florida 33919



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****Addendum A: Event Tickets & In-Person Experiences****

This Addendum applies to all live events, workshops, tastings, sensory sessions, and in-person experiences ("Events") offered by Bourbon & Brushes.

1. Nature of Events

Events are educational and experiential in nature and are not commercial alcohol or tobacco service. Any presence of alcohol or tobacco is incidental, educational, observational, or cultural and is not sold or served by Bourbon & Brushes.

2. Ticket Policy

Tickets are non-refundable unless otherwise stated. Bourbon & Brushes reserves the right to reschedule, relocate, or modify Events.

3. Conduct

Participants must behave respectfully and responsibly. Bourbon & Brushes may remove participants for unsafe, illegal, or disruptive behavior without refund.

4. Risk & Liability

Participants assume all risks associated with participation, including sensory exposure, minor injury, or discomfort.

****Addendum B: Online Courses & Digital Content****

This Addendum applies to all online courses, digital programs, recorded content, downloadable materials, and virtual experiences ("Digital Content").

1. License

You are granted a personal, non-transferable, revocable license to access Digital Content for your own educational use.

2. Prohibited Use

You may not copy, share, distribute, record, resell, or publicly display Digital Content.

3. No Guarantees

We make no guarantees regarding outcomes, skills, income, or certification beyond completion of educational materials.

4. Access

We reserve the right to modify or remove Digital Content at any time.



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****Addendum C: Retail Kits & Physical Products****

This Addendum applies to all physical kits, tools, books, and consumer products ("Products").

1. Nature of Products

Products are educational tools and materials. They are not food, medical, or safety devices and are not intended to diagnose, treat, or prevent any condition.

2. Use at Your Own Risk

Users are responsible for proper and safe use of Products, including compliance with all laws, safety standards, and instructions.

3. No Warranties

Products are provided "as is" without warranties of any kind except as required by law.

4. Limitation of Liability

Bourbon & Brushes is not liable for injury, damage, or loss arising from use or misuse of Products.

****Addendum D: Venue-Specific Terms****

This Addendum applies to all Events, workshops, sensory sessions, and experiences hosted at or in partnership with a third-party venue ("Venue").

1. Venue Status

Bourbon & Brushes, LLC is not the owner, operator, license holder, or manager of the Venue and does not control or supervise the Venue's premises, staff, licensing, or operations.

The Venue is solely responsible for:

- * Premises safety and condition
- * Compliance with building, fire, health, and occupancy codes
- * Compliance with alcohol and tobacco licensing and service laws
- * Security and crowd control
- * Staff training and supervision

2. Alcohol & Tobacco Compliance

If alcohol or tobacco is present at an Event:

- * The Venue, not Bourbon & Brushes, is solely responsible for all licensing, service, age verification, and regulatory compliance.



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* Bourbon & Brushes does not sell, serve, distribute, or handle alcohol or tobacco for consumption.

* Any consumption is between the Venue and the participant.

3. Insurance

The Venue represents and warrants that it maintains all legally required insurance, including general liability and liquor liability (if applicable), and that such coverage applies during the Event.

Upon request, the Venue shall provide proof of insurance.

4. Indemnification

The Venue agrees to indemnify, defend, and hold harmless Bourbon & Brushes, its owners, instructors, and affiliates from any claims, damages, injuries, or losses arising from:

- * Conditions of the premises
- * Actions or omissions of Venue staff
- * Alcohol or tobacco service
- * Security incidents
- * Regulatory violations by the Venue

5. Participant Removal

Bourbon & Brushes reserves the right to request removal of any participant whose behavior is unsafe, illegal, or disruptive. The Venue agrees to assist with such removal.

6. Cancellation & Force Majeure

Either party may cancel due to unsafe conditions, regulatory issues, or force majeure events. Neither party shall be liable for such cancellations beyond refunding direct fees paid.

7. No Agency

Nothing in this Addendum creates a partnership, joint venture, or agency relationship between Bourbon & Brushes and the Venue.

Each party operates independently.

8. Governing Law

This Addendum shall be governed by the laws of the State of Florida.