



MEMBERSHIP AGREEMENT

Summit Cigar Lounge, LLC (SCL) is a private membership club open to adults aged 21 and older.

It is the intent of the SCL to limit its rules and regulations to the minimum required for the mutual enjoyment of the SCL by all of its members. It is also the obligation of the SCL to enforce these rules and regulations for the good of all members.

It is the duty of the members to know the SCL Rules and Regulations and to cooperate with the SCL's Board in the enforcement thereof. Failure to comply with the terms and conditions of membership may lead to termination of membership at the sole discretion of the SCL Board.

SCL grants to you a revocable and non-transferable membership subject to the terms of this Agreement and the terms set forth in the SCL Membership Application. SCL has the right to revoke your membership without notice and will not be obligated to refund any membership fees.

By entering into this Agreement, the parties agree to the following terms:

- 1) Payment for membership is due upon signing of this Agreement and is non-refundable and nontransferable. The annual fee for full membership is \$67 per Month or \$780.00 if prepaid.
- 2) Locker Rentals will be provided for a monthly fee of \$35.00 per Month or \$360.00 if prepaid.
- 3) The term of this Membership Agreement is one year from its execution and will automatically renew with Member's annual membership renewal. The membership fee will be charged to the method of payment submitted with the Membership Application on Member's renewal date unless written notice of cancellation is received by the SCL 30 days prior. Membership privileges may be suspended or revoked for non-payment of fees. Cancellation of membership within the first year will be subject to a \$260 early cancellation of membership fee.
- 4) SCL reserves the right to revoke the membership of any person in violation of membership policies, rules, or for misconduct.
- 5) Cell phones are permitted in the SCL with the following stipulations: a) phones should be set to the quietest ring setting or vibration mode; b) phone conversations should be limited to no more than five minutes; and c) the Member's voice level should remain low throughout the conversation. Be considerate and aware of other members.
- 6) Member may bring four guests per Member visit to the SCL with payment of a \$10.00 guest fee per guest per visit; guests are the responsibility of the Member and must be accompanied by the Member. Member agrees to register all guest at our virtual receptionist. Guest not registered will be subject to a \$25 fee. Repeated Non-registration may result in suspension or loss of membership. Spouse guests may accompany Member free of charge.
- 7) Member agrees not to store any illegal products/items at the SCL and acknowledges that doing so will be grounds for immediate termination of membership and all membership rights and forfeiture of any and all rights/claims to

a refund of membership fees. Further, Member hereby agrees to indemnify SCL for any liability and legal fees incurred by the SCL as a result of such illegal storage and/or activity.

- 8) To avoid the potential for agricultural pest infestation (e.g. tobacco beetle) of cigars stored in the Club's private lockers, all cigars shall be inspected by a member of the Club's Board of Directors before being placed in a Member's locker.
- 9) SCL reserves the right to access without notice any private locker for the purpose of maintenance, inspection, and/or in the event there is risk of damage to property.
- 10) Hours are posted and set; however, SCL reserves the right to change any and all such hours with notice to its membership.
- 11) Member shall abide by SCL's dress code, which is smart casual attire or higher (business casual, professional, formal, etc.). The SCL defines smart casual attire as neat and presentable collared shirts, casual pants, knee-length shorts, and shoes. T-shirts, tank tops, sweat suits or jogging suits, Lycra or Spandex garments, baseball caps, flip-flops, ripped or frayed clothing and/or footwear and similar apparel are not permitted. Members and their guests are asked to respect the sensibilities of other members by striving to uphold standards of dignity and good taste in wardrobe selections.
- 12) SCL permits members to bring their own alcoholic beverages onto the premises. Member acknowledges that the ability to do so is a privilege and Member (and guest(s) if applicable) will consume such alcoholic beverages in a responsible manner. SCL has zero tolerance for underage consumption of alcoholic beverages; members and their guests must be at least 21 years of age.
- 13) Damage to SCL furniture or fixtures as a result of Member carelessness or disregard shall be replaced or repaired at Member's expense. The membership is encouraged to report such damage to the SCL.
- 14) Members are responsible for picking up after themselves and their guest. If the premises is left in an unfit manner, set solely at the discretion of SCL, Members MAY be assessed a Cleaning Fee to be determined by SCL
- 15) The SCL has installed an Access Control System secured entry with access by Proximity Cards. Cards will be assigned to members at the time of membership activation/renewal, and a refundable deposit of \$25.00 is required at the time of assignment. If you currently have a key fob or swipe card designated for use with our system, we will be more than happy to program it for use at the SCL.
- 16) Membership privileges may be suspended or revoked for failure to abide by and adhere to any of the rules, regulations, and policies set forth by the SCL.
- 17) SCL reserves the right to refuse service and/or access to the premises to any member/guest.
- 18) SCL reserves the right to modify this Agreement at any time. Membership will receive notice of such modifications.

LIMITATION OF LIABILITY

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE USE OF SCL'S FACILITY AND ANY PRIVILEGE OR SERVICE INCIDENT TO MEMBERSHIP IS UNDERTAKEN WITH KNOWLEDGE OF RISK OF POSSIBLE INJURY. I HEREBY ACCEPT ANY AND ALL RISK OF INJURY TO MYSELF AND MY GUESTS SUSTAINED WHILE USING SCL OR IN ANY EVENT OR ACTIVITY INCIDENT TO MEMBERSHIP IN SCL. I UNDERSTAND THAT I AM RELIEVING SCL, ITS AFFILIATES, SUCCESSORS, AND ASSIGNS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LOSS, COST, CLAIMS, INJURY, DAMAGES, OR LIABILITY SUSTAINED OR INCURRED BY ME AND MY GUESTS IN CONNECTION WITH MEMBERSHIP IN SCL AND USE OF SCL'S FACILITY. NEITHER SCL NOR ITS PROPRIETORS SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, MY SCL MEMBERSHIP, OR USE OF THE SCL FACILITY. WHETHER IN

CONTRACT OR TORT OR OTHERWISE, ANY AGGREGATE LIABILITY SHALL BE LIMITED TO ACTUAL DIRECT OR INDIRECT DAMAGES THAT CAN BE PROVED UP TO AN AMOUNT NOT TO EXCEED \$500.

IMPOSSIBILITY & LEGALITY

In the event the operation of this Club becomes impossible or impractical due to changes in the legalities associated with the operation of a cigar club or establishment that permits smoking in the City of Billings or other circumstances out of SCL's control.

ENTIRE AGREEMENT

This Agreement, in conjunction with the Membership Application, shall constitute the entire agreement between you and SCL regarding your membership and the duties and obligations of all parties associated therewith, and it shall supersede any and all prior negotiations, representations, warranties, undertakings, or agreements, written or oral, between the parties.

SEVERABILITY

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be valid and enforceable under applicable law. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision shall be modified so as to be rendered valid and enforceable while implementing, to the maximum extent possible, the original intent of such provision. If such modification is not possible or allowed, then such provision shall be ineffective only to the extent of such unenforceability or invalidity without affecting the remainder of such provision or any other provisions in this Agreement.

CHOICE OF LAW

In the event litigation is required based on the terms of this Agreement, the parties hereby agree that any and all such litigation will be filed in Yellowstone County District Court and this Agreement and transaction shall be governed by the laws and regulations of the State Of Montana.

WAIVER & RELEASE

In exchange for membership in the Summit Cigar Lounge, LLC (SCL), I hereby provide the following:

- 1) I recognize that there are certain risks associated with activities that take place at the SCL, including, but not limited to, the effects of cigar smoking and secondhand smoke present in the SCL;
- 2) I hereby waive and release any and all claims for my heirs and myself and agree to hold harmless SCL from and against all actions, demands, liabilities, suits, costs, and expenses, including attorney fees and claims, both known, unknown, and unrecognizable, for negligence arising out of the use of the facilities, participation in SCL events, and my membership in the SCL; and
- 3) I have carefully read and agree to the terms and policies set forth in the SCL Membership Application and Membership Agreement as it now exists and as it may be amended in the future.

I HAVE RECEIVED, READ, AND AGREE TO ABIDE BY THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT AND THE MEMBERSHIP APPLICATION.

MEMBER NAME: _____ MEMBER NO. ____
(Please Print)

SIGNATURE: _____ DATE: _____

HEREBY APPROVED AND ACCEPTED BY SUMMIT CIGAR LOUNGE, LLC.

SIGNATURE: _____ DATE: _____



Credit Card Authorization Form

Recurring Payment Authorization Form

Member's Name: Home Phone number:
Address: Business Phone number:
Cell Phone number:
Email Address:

Select One: [] Mastercard [] Visa [] American Express [] Discover

[] Personal Credit Card

Cardholder Name:

OR

[] Corporate Credit Card

Company Name: (if Corporate Card)

Card Billing Address:

Card Billing City, State & Zip code:

Notice to cardholder: (Please read before signing)

Cardholder agrees that his/her signature on this form constitutes his/her signature on file and becomes his/her agreement to pay all charges as signed by the cardholder and that Summit Cigar Lounge is authorized to charge the identified account of Cardholder.

Credit Card Number: Expiration Date: CVV Code

Annual Membership \$67 per month: \$ \$25 for additional key card

Humidor Locker Rental \$35 per month: \$

Wine Cooler Rental \$35 per month (Limited availability- first come, first serve): \$

Total Recurring Monthly Charge: \$

Effective Date: / /

I authorize, as signature below represents, the above credit card to be charged each and every month - on or about the first of the month.

Notice to cardholder: (Please read before signing)

I understand that in the event 1.) my credit card expires or 2) the amount for my monthly charges changes, I will be required to fill out another credit card authorization form.

Cardholder Signature Date:

Notice to cardholder: Read and Initial

I understand that this authorization will remain in effect and the annual membership will automatically renew unless written notice is submitted to Summit Cigar Lounge and I understand that I will be charged an early cancellation of membership fee of \$260, which only applies to the first year of membership. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with credit card company; so long as the transactions correspond to the terms indicated in this authorization form.