

Fine & Rare Membership Agreement

This Membership Agreement (“Agreement”) is entered into by **Fine & Rare, LLC** (“Organization”) and _____ (“Member”), and comes into effect as of _____, 2022.

1. Member Benefits

As of part of membership with Fine & Rare the Member will receive the following benefits:

- Access to the club, subject to availability
- Unlimited beverages to include beer, wine, spirits, soft drinks and water
- Invitation to monthly events at the club
- One free annual member mixer

2. Membership Dues

Annual membership fee is \$995.00, payable through the website. Membership will renew annually on the anniversary date unless terminated according to Section 8. Membership includes up to two (2) people per household. One member will be primary and one additional member may be listed during the registration process.

3. Club Fees

An hourly rate per person for use of the club will be charged according to the following schedule:

1. June – January: \$20/hour per person
2. Feb – March: \$40/hour per person
3. April – May: \$30/hour per person
4. Superbowl week: \$50/hour per person

Attendant fee of \$50/hour will be charged when an attendant is required (see Restrictions). A minimum of 48 hours’ notice is recommended when requesting an attendant.

4. Membership Responsibilities

- Ensure that all doors to the club are closed and locked upon departure. This includes the main entry door to the building, the club entry door, and the patio sliding doors.
- At least one registered member must be present at all times when additional guests are in the club.
- Member is responsible for any damages, breakage or theft that occurs during their time in the club, in addition to any damages resulting from negligence or failure to secure the premises.

5. Restrictions

The Member agrees that they will not:

- Share their login information with non-members
- Post inappropriate, inaccurate or offensive content to membership forums and discussions
- Smoke inside the club. Smoking is permitted on the outside patio with the doors closed and requires the inclusion of a club attendant for an extra fee.
- Access other portions of the building where the club is located, including the back lot, with the exception of the restrooms.

6. Liability

The Member will not hold the Organization liable for any direct or indirect damage that might happen to them while participating in the membership. In addition, the member agrees to indemnify, defend and hold harmless the club and any other members for any claims relating to the use or operation of the club, both for them personally and for any guests that accompany them.

The Member agrees that the Organization cannot guarantee any results from their membership. Any negative or positive results that might occur during the membership are the result of the Member's own personal choices.

7. Privacy

The Organization will not share any contact or personal information about the Member with other members, non-members or any third parties. The Organization confirms that the club is monitored 24/7 with video camera surveillance.

8. Membership Termination

The Organization has a right to terminate the Member's membership if any of the terms and the conditions of this Agreement are violated. The Member can terminate their membership with 60 days' notice for any reason and will not be charged for their next billing cycle.

By signing below, the Member confirms that they have read, understood and agree to the terms and conditions outlined in this Agreement.

[Member Name] _____

Date _____

Dave Gislason _____

Date _____

Director of Fizz and Fun