



CLUB SUBSCRIPTION ONE YEAR AGREEMENT

Welcome to Mashies Golf Lounge LLC (the “**Club**”). As a subscription holder (a “**Member**”), you are entitled to the membership benefits described herein, and your membership is subject to the conditions and restrictions described herein. As a Member, you will be provided with an access key to the Club facilities, and you shall not transfer or assign such access key to any person. If you are permitted to bring guests, you must be present at all times that guests are using the Club facilities.

1. **MEMBERSHIPS.** The Club offers the memberships described on its website and which you select by subscribing through our website. Certain pricing and terms are as described on our website. Each Membership is subject to the following terms and conditions.

Monthly

Individual Month to Month (\$250)

- 1 Tee Time Reservation
(The Club will hold one tee time reservation for you at a time)
- 2 Hour Sessions: (Each tee time will have a 2-hour limit)
- 2 Guests (You may bring 2 guests to each Session)

Corporate (\$650)

- 3 Tee Time Reservations (1 bay at a time unless multiple key holders are present)
- 3 Hour Sessions
- 4 Guests
- 4 Access Keys
- 1 Party per year, 4 hours, entire venue

Yearly

Tier 1 - Basic (\$1,800 yr/\$150 mo)

- 1 Tee Time Reservation
- 2 Hour Sessions
- No Guests

Tier 2 - Plus (\$2,400 yr/\$200 mo)

- 2 Tee Time Reservations
(1 bay at a time)
- 3 Hour Sessions
- 3 Guests

Tier 3 - Premium (\$3,600 yr/\$300 mo)

- 2 Tee Time Reservations (Both Bays allowed if Both Key Holders are present)
- 2 Hour Sessions
- 3 Guest Per Key Holder (Key Holders Must be present)
- 1 Party per year, 2 Hours
- 2 Access Keys

Parties (\$375)

- Available for Members (subject to availability)
- 2 Hour Session, both bays
- \$150 for 1 additional Hour
- 10 Guests

2. **TERM.**

Monthly. The term of each monthly membership shall commence on the subscription date and shall automatically renew for successive one-month periods until terminated by you or the Club. You may terminate your monthly membership at any time, which termination will be effective as of the end of the then-existing term.

Yearly. The term of each yearly memberships shall commence on the subscription date and shall continue for one year thereafter. Yearly subscriptions may not be terminated prior to the end of the one-year term. Yearly membership shall automatically renew for another one (1)- term if you continue to access the Club after the end of the initial one (1)-year term.

3. **MEMBERSHIP FEE.** You agree to pay the membership fee (the “**Fee**”) described in Section 1 above. You acknowledge that the Club may change Fees at any time; provided, however, that the Club cannot change Fees applicable to any existing term of a yearly subscription and will give prior notice via e-mail to Members of any change to the periodic membership fees. You agree that, unless you cancel your applicable subscription prior to the effective date of the change, you will be charged the new applicable periodic Fee (plus applicable taxes) on each periodic anniversary date after the effective date of such change, and you authorize the Club to charge the new periodic Fee (plus applicable taxes) to your payment card. The Club reserves the right to suspend, modify or end the membership program without prior notice, in its sole discretion. You agree that membership at the Club does not involve an extension of credit or a retail installment sale since the Club does not impose a finance charge and you may cancel membership at any time.

4. **PAYMENT.**

Monthly. Monthly membership are billed monthly in advance. By subscribing for a monthly membership and providing your payment information, you authorize the Club to charge your card or other payment information without additional consent from you.

Yearly. Yearly memberships are billed, at your election, either (i) in one lump sum upon commencement of the subscription, or (ii) in 12 equal monthly installments, with the first installment payable upon the commencement of the subscription and the remaining installments on the 11 monthly anniversary thereafter.

You agree to pay the Fee, together with all applicable taxes, in accordance with your payment card issuer agreement. You are solely responsible for any and all fees charged to your Payment Card by the issuer, bank or financial institution including, but not limited to, membership, overdraft, insufficient funds and over the credit limit fees. Cash or check will not be accepted for monthly billing. You agree to pay a \$20.00 charge (plus applicable taxes) for all rejected payments, whether by payment card or auto debit system. Any arrears

of Fees owed to the Club will bear interest at the higher of 18% per annum or the highest rate permitted under applicable law until paid in full. You also authorize the Club to place a pending charge to your payment Card when you sign up for any membership and prior to each subsequent periodic charge for Membership. Pending charges are used to verify your billing address and the validity of your payment card, are temporary and will not be converted into an actual charge to you.

Your failure to make any required payment of Fee shall constitute a material breach of your subscription and this agreement and the Club is entitled to immediately terminate your access to the Club until the breach is cured.

5. **MEMBER GUESTS.** The Member is responsible for all guests and guests must sign a guest waiver to be on the premises. Guests under 18 must accompanied by a parent or legal guardian. Guests must be accompanied by member at all times. Members may not leave guests unattended. However, regardless of whether a guests signs a waiver, Member specifically agrees to wholly indemnify the Club from any potential claims of liability, including negligence, wrongful death, accidental or tort liability associated with Member's use and guests' use of the simulators.

6. **SUSPENSION/TERMINATION.** The Club may suspend or terminate your membership at any time for any breach of this Agreement or for any other reason by giving you written or oral notice of such termination, with or without cause. If the Club terminates your membership, your membership access code will immediately be terminated, and you will remain liable for all unpaid dues (including any Membership charges and all other charges against your account). If your membership is terminated by the Club, you will not receive a refund on any amounts paid under any type of membership.

7. **DEFAULT.** If you default on any payment due under this Agreement, the Club may declare all or any of the future payments to be made under this Agreement immediately due and payable.

8. **CHANGES TO POLICIES, FACILITIES, AND PROGRAM.** The Club may introduce new facilities or programs from time to time, which may be available to Members for an additional fee. the Club may publish and amend policies and regulations for the facilities, or modify its fees for membership, from time to time and for any reason.

9. **MEMBERSHIP CODES.** You agree that if it is discovered that you shared your membership code with any individual, you will pay a \$200.00 fee for instance in which you shared your personal code with another individual, the cost of which may be changed by the Club at any time without prior notice. You agree that you will not share or loan your Membership code at any time with any other individual(s).

10. **HOURS OF OPERATION.** From time to time, the Club may make reasonable changes to the days and hours that our facilities are open for business. You understand that the Club will be busier at some times than others on different days of the week.

11. **PICTURE IDENTIFICATION/SIGN IN.** You agree to have your picture taken for the Club's internal purposes upon joining, if requested by the Club. Members must be in good standing (for example, your account must be paid to date) to be eligible for any the Club membership.

12. **WAIVER.** You understand that golf activities involve inherent risks of injury and even death. Your use of the Club facilities will be undertaken at your sole risk. You agree that you are voluntarily participating in activities and using the facilities and premises (including the parking lot) and you assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree that the Club, its officers, directors, employees, and agents will not be liable for any claims, demands, injuries, damages, actions or causes of actions whatsoever in respect of you or your property (including lost or damaged personal possessions), arising out of or connected with the use of any of the services and/or facilities of the Club. You expressly release and discharge the Club, its officers, directors, employees, and agents from all such claims, demands, injuries, damages, actions or cause of action, notwithstanding any negligence on the part of one or more of them.

13. **SAFETY.** By playing at any the Club facility, you agree to abide by the following safety rules, as well as other safety rules posted at the facility and/or online:

- Obey all verbal and posted rules and instructions. Use common sense to protect yourself and others.

- Members and guests must hit from the mat. No running starts or other movement that would move your feet from the mat during your swing are allowed.
- Only the player taking a turn is allowed near or on the mat. All other guests must stand at safe distance behind at all times until their turn to hit. Members and guests are responsible for the safety of others around them and should always check their surroundings before swinging a club.
- Guests under 18 should be supervised by an adult when playing.

14. **VIOLATION OF RULES AND REGULATIONS.** All Members and guests are subject to compliance with any rules and regulations of the Club that may be posted from time to time at the facility and/or online on the Club's website. In the event that a Member fails to comply with said rules and regulations, the Club may (1) suspend all membership privileges or (2) void this Agreement and revoke all membership privileges. The Club reserves the right to amend or alter these rules and regulations at any time in our sole discretion. All amendments to these rules and regulations are effective immediately.

15. **DRESS CODE/PERSONAL CONDUCT:** Appropriate clothing and footwear is required within the facility at all times. Tennis shoes are required. Bare feet are not acceptable anywhere at the Club. Golf shoes with spikes and/or dress shoes are not allowed on the hitting mat. Inappropriate, foul and/or lewd language or behavior is not acceptable and will result in suspension of your membership. Smoking, vaping or consumption of alcohol or drugs is forbidden. Members and guests are subject to the control and guidance of the Club staff and must follow their instructions while at the Club. Members and guests agree to conduct themselves in a well-mannered fashion when in or about the Club and not cause any disturbances or interfere with the safe use or enjoyment of the Club by other members and guests.

16. **DAMAGE TO FACILITIES.** You agree to pay for damage to the Club equipment and premises and third-party property outside of the Club caused by you and/or your guests (or guests') careless use of equipment or other intentional or negligent acts.

17. **TEMPORARY CLOSURE.** The Club may temporarily close the facilities in its sole discretion for any reason including, without limitation, in the case of inclement weather.

Members and guests are immediately required to comply with announcements and staff instructions regarding weather-related stoppages.

18. **EARLY TERMINATION BY THE CLUB.** The Club may terminate this Agreement, effective immediately upon written notice to the member, for breach of terms and conditions, or policies or regulations adopted by the Club from time to time. the Club may terminate this Agreement without cause if a 30 day notice is given to the Member.

19. **LIMITATION OF LIABILITY.** The Club hereby disclaims all implied warranties, including warranties of fitness for a particular purpose. Under no circumstances shall the Club be liable for indirect, incidental, consequential, special, exemplary or punitive damages, including but not limited to loss of revenue, business interruption, or economic damages arising out of or related to the Club's obligations under this agreement. Except as expressly set forth herein, all services are provided "as is" and "with all faults" without warranties of any kind, express or implied. Recovery for any breach of this Agreement by the Club is strictly limited to the amount you have paid to the Club regardless of the theory of recovery.

20. **MISCELLANEOUS.** You acknowledge that you are aware of the fact that the Club employs security cameras on the property to assure Members' and guests' adherence to the Rules and Restrictions listed herein. You agree that the Club may use the footage obtained on the security cameras to prove any wrongdoing on your part or by your guests and/or to enforce its rules listed herein.

Waiver. No waiver of any provision in this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

Assignment. the Club may assign this Agreement, and, provided that the assignee agrees to assume the obligations of the Club in this Agreement, then the Club will be fully relieved of those obligations upon notice to you of the assignment. You understand that you may not assign your membership to another person

Governing Law; Venue. If a dispute arises between Member and the Club, the dispute and this Agreement shall be governed by the laws of the State of Utah. All disputes arising hereunder or from your use of the Club facilities shall be resolved solely in the state

or federal courts located in Salt Lake County, Utah, and you irrevocably agree to the exclusive jurisdiction of such courts.

Invalid Provision. If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

Entire Agreement. This document incorporates the entire Agreement between Members and the Club. The Club reserves the right to modify this Agreement from time to time. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express, implied or statutory, between us except as specified in this document.

Attorneys Fee. In any dispute between Member and the Club, the prevailing party shall be entitled to an award of attorneys fees, in addition to any other cost and expenses incurred by the prevailing party in relation to such dispute.

Name of Participant: _____

Date: _____

Participant Signature: _____

Parent/Guardian Signature (if Participant is a minor):
