



MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is between The Drive Golf & Lounge LLC (the "Club" or "Seller") and the undersigned applicant ("Member" or "Member"). This Agreement includes and incorporates by reference (i) the provisions on the face of this Agreement, (ii) the attached Membership Agreement Terms and Conditions, (iii) the attached Guidelines of the Club as now in effect and as amended by the Club from time to time, and (iv) such rules and regulations as may be posted at the Club from time to time.

MEMBER INFORMATION		
NAME		
DATE OF BIRTH		
E-MAIL		
ADDRESS		
CITY	STATE	ZIP
EMPLOYER		
HOME PHONE	WORK PHONE	
MOBILE PHONE		
EMERGENCY CONTACT	PHONE	
HOW DID YOU HEAR ABOUT US?		
MEMBERSHIP TYPE		
MEMBERSHIP TYPE		
REFERRED BY		
START DATE	COMMITMENT END DATE	
TODAY'S PAYMENT	PAYMENT TYPE	
INITIATION FEE	DUES AMOUNT	
AUTHORIZATION FOR PAYMENT		
NAME ON ACCOUNT		
FORM OF PAYMENT		
CREDIT CARD NUMBER		
EXPIRATION DATE		

By signing below, you agree that you have read, understood and received a complete copy of this Agreement. You agree to be bound by the Membership Agreement Terms and Conditions, the Guidelines of the Club, and such rules and regulations as may be posted at the Club from time to time, all of which are incorporated by reference in this Agreement. This Agreement will become effective when signed by you and accepted by the Club.

MEMBER SIGNATURE

DATE

CLUB SIGNATURE

DATE

ELECTRONIC FUNDS AUTHORIZATION

You, the undersigned, agree that the Club will charge you monthly or yearly dues payments of , plus applicable beginning on _____.

The Club will draft your dues payments via Electronic Funds Transfer "EFT" or your designated credit card on file on the same day of each month or year for the term of this Agreement or until you provide written notice to the Club to stop such deductions. Additionally, you agree to pay for any ancillary purchases that are charged to your Club membership house-account, and all service charges, late fees, and other amounts due under this Agreement by draft via "EFT" or your credit card on file.

TERM OF AGREEMENT

This Agreement requires a minimum term of 6 paid months, from the Start Date to the Commitment End Date written above. After the Commitment End Date, your membership will continue and you will be charged on a month-by-month basis at then applicable dues rates until you cancel in accordance with Section 3(a) of this Agreement. You understand that this Agreement cannot be canceled before the Commitment End Date written above, except as specifically provided for in this Agreement. Initial _____

MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

1. **MEMBERSHIP:** Your membership is a contractual privilege to use the Club facilities, equipment and services, and participate in Club sponsored activities, programs, league, and events (collectively the "Club Facilities") offered from time to time by the Club to your type of membership during the Club's published hours of operation. The Club reserves the absolute right without notice to add, change or eliminate any Club Facilities or membership types and to change its hours of operation. Your membership does not entitle you to any interest or ownership in the Club or its property and confers no right to participate in the management or operation of the Club. The membership types, the amount of initiation fees, dues and other charges payable by the members, the suspension and termination of members, and all other matters affecting or relating to your membership shall be in the Club's sole discretion. It is understood that the membership includes unlimited golf (24/7 access to the facility) for 138 hours a week on two bays, leaving 276 hours of golf that can be played weekly. All tee times need to be made via our online booking software system, Club Caddie. Wednesday's through Sunday, non members have the ability to play between 4pm and 9pm. Any none booked tee times can be booked by members beginning 3 hours before the tee time. Once allotted memberships are filled, there will be a membership waitlist. Members can book private parties of 20 or more. The Club has full discretion to close the facility for private parties and events as necessary.
2. **PAYMENTS:**
 - (a) **Membership Payments.** You agree to pay the set monthly or yearly dues rate set forth on the front of this Agreement. Monthly or Yearly dues and house charges shall be debited from your account through electronic funds transfer system on a monthly basis and reflect the current month's dues and the prior month's charges. Except as stated in this Agreement, all membership fees, dues and other payments are nonrefundable. You shall not be relieved of your obligations to make any such payments and no deduction or refund of dues shall be made for your failure to attend or use the Club Facilities due to vacation, travel, or other personal commitments. Guests are welcome, however, you are responsible for them and their actions as well as a \$20 per guest per entry on golf simulators that will be added to your member house account. Guests will not be able to participate in Club sponsored leagues.
 - (b) **Adjustment to Dues Rates and Other Fees.** Monthly and Yearly dues rates, charges and fees for services are subject to change, as deemed necessary by the Club. The Club may increase monthly dues rates by providing you with a minimum of thirty (30) days written notice. If you have a twelve (12) month paid commitment, the Club will not change the monthly dues rate during such initial twelve (12) month period.
 - (c) **Service Charges and Late Fees.** If any payment to the Club, including by check, charge or bank draft, is not honored, or if your account is past due, the Club shall have the right to the following remedies, in addition to any other legal or equitable rights: (1) assess a service charge of \$30.00 for each dishonored transaction and require reimbursement for cost collection; (2) assess a late fee of \$20.00 for all past due accounts; (3) collect the current and past due balance in any subsequent months; and/or (4) suspend or terminate this Agreement. The Club reserves the right to change these service fees and late fees at any time. All payment disputes must be submitted in writing to the Club within 120 days of the disputed charge, to the extent permitted by law. The Club may transfer this Agreement to a collections agency, and you will be obligated to pay any collection and/or legal costs incurred by the Club in enforcing this Agreement.
3. **CANCELLATION:**
 - (a) **Cancellation by Member.** You may cancel your membership at any time after the paid commitment period indicated on the front of this Agreement, by giving the Club thirty (30) days advance written notice. Such cancellation shall be **deemed effective on the first day of the**

calendar month following the expiration of the 30-day notice period and all outstanding dues and charges have been paid to the Club. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. If you prepaid your membership dues or other charges, and are eligible to cancel your membership before the end of the prepaid period, the Club will refund prepaid amounts only for unused membership time. Any amounts due by you will be deducted from any refund due to you. If you cancel during your paid commitment period, you will remain responsible for paying dues for the remaining commitment period. Until you provide written notice of cancellation as stated above and make all outstanding payments, you will continue to be charged monthly dues.

(c) **Cancellation by the Club.** The Club may suspend or cancel your membership at any time for (1) failure to pay your monthly dues and other charges when due; (2) any other breach of this Agreement; or (3) any violation of the Guidelines or other rules and regulations of the Club. The Club also has the right to cancel your membership at any time without cause. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. No refunds shall be made for membership dues and other charges except as specifically provided for in this Agreement. If your membership is terminated for cause, the Club reserves the right to retain the unused portion of any prepaid amounts made by you. In the event you would like to rejoin after canceling a membership, there will be \$150 rejoining fee.

4. **GUIDELINES, RULES, AND REGULATIONS:** You agree to abide by the attached Club Guidelines, and all rules and regulations of the Club, as the same may be amended from time to time at the Club's sole discretion. Any member who, in the sole determination of the Club, violates the Club's Guidelines, rules or regulations, or is loud, offensive, uses profanity, harasses, is bothersome to other members, residents, guests or employees or otherwise behaves in an inappropriate or unbecoming manner, may be suspended or terminated by the Club.
5. **MEMBER'S HEALTH WARRANTY:** You represent that you are in good health and have no disability, impairment, injury, disease or ailment, preventing you from engaging in exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. You assume full responsibility for your use of the Club Facility and shall indemnify the Club, its affiliates, agents and employees, against any and all liability arising out of your use of the Club Facilities. A physical exam by your physician is recommended before commencing any exercise program and especially if you are elderly, pregnant, or unaccustomed to physical exertion.
6. **ACKNOWLEDGEMENT OF RISK:** You, on behalf of yourself, and any dependent(s) and guests, represent that, you understand that engaging in physical exercise and the use of the Club Facilities includes an inherent risk of minor or major life threatening injury to persons and property, and death. You understand that risk of injury to persons and property includes, but is not limited to, injuries arising from or relating to (a) the use by you, your dependent(s), guests or others of golf equipment, restrooms, wet areas and other Club Facilities; (b) participation by you, your dependent(s), guests or others in any supervised and unsupervised activities, programs, classes, events on or off the Club premises, including any the Club sponsored activities and events; (c) any league activities, instruction, supervision or recommendations by the Club or its staff; (d) medical disorders that may occur from use of the Club Facilities such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons and ligaments among others; (e) accidents that may occur anywhere in or around the Club (including common areas, golf bay areas, restroom, bars areas, etc.) or while participating in activities or events sponsored by the Club or while traveling to or from the Club; and (f) theft or loss of property while using the Club Facilities. Accidental injuries include those caused by you or by other persons and those, for example, of a slip and fall nature. You, your dependent(s) and guests agree to use due care when using any the Club Facilities and/or when participating in any Club sponsored outside activities and events.
7. **DAMAGE TO PROPERTY:** You understand and agree that the Club is not liable for loss, damage or theft of your personal property or that of your guests while in or on the Club Facilities. You shall be responsible for any and all damage to any Club property caused by you, your guests or your dependent children. You understand that you MUST wash and dry all golfs prior to use. Clean golf ball will be provided and to be used. Anyone responsible for damage to the screens will be assessed per the damage.
8. **INDEPENDENT CONTRACTORS:** From time to time the Club will make available to you and your guests the services of independent contractors or instructors. The Club does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to you or your guests for any period of time, and hereby disclaims all liability arising out of such services.
9. **SEVERABILITY.** If any provision or any part of any provision of this Agreement is held unenforceable, such provision or portion thereof, shall be severed from this Agreement, and such unenforceability shall not affect the other provisions of this Agreement.
10. **NOTICES:** Please remember to inform the Club of any address or payment changes. Any notice given under this Agreement, shall be considered delivered when mailed to your address listed on the front of this Agreement or as later changed by written notice to the Club. Any notice you send to the Club shall be considered delivered only when received by the Club.
11. **ASSIGNMENT:** The Club may assign this Agreement in its sole discretion. You may not assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.
12. **COUNTERPARTS:** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be exchanged by fax or electronic means (e.g., PDF), all of which shall be binding.
13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any discussions, offers, proposals, agreements or promises with respect thereto. This Agreement may be modified only by a written amendment signed by you and the General Manager. Employees are not authorized to make any independent agreement.
14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All actions arising under this Agreement shall be exclusively brought in a state or federal court in the City of New York.

15. **ATTORNEYS' FEES.** If any action, suit, or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of such party's reasonable fees and expenses, including attorneys' fees and expenses incurred in connection with such action. This section shall not be deemed to provide for the award of attorneys' fees for personal injury, or non-contractual claims.

16. **ALCOHOL:** Alcohol can only be purchased and consumed on the premises. No outside alcohol is allowed. Alcohol can only be purchase and consumed by an adult 21 years of age or older. Members are responsible for following these rules and their guests. Any individual that breaks these rules will be automatically and permanently expelled and from the Club.

17. **GRATUNITIES:** All beverages purchased in the Lounge area put on a house account will be subject to a 18% gratuity. All member charges paid via EFT or ACH will not be subject to 3% card services charge.

18. **SECURITY AND SURVEILLANCE:** Only members will have access to the Golf side of the facility via private access code to rear door of the building. No one without a member is allowed to enter. DON'T give out your pin code. You will be on surveillance and camera's are throughout the property to protect all members interests.