

Eagle Swing LLC
441 Yellowstone Ste 120 Pocatello, ID 83201
(208) 254-1979



MEMBERSHIP AGREEMENT

This agreement ("Agreement") sets forth the terms and conditions of your membership as a member ("Member") of Eagle Swing LLC ("Eagle Swing"). If you have any questions, please feel free to consult any member of our staff for assistance.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE INFORMATION UNDER THE TERMS, CONDITIONS AND POLICIES OF THIS MEMBERSHIP AGREEMENT. IN ADDITION, I UNDERSTAND AND AGREE THAT THE ASSUMPTION OF RISK, WAIVER AND RELEASE OF ALL CLAIMS PROVISIONS SET FORTH IN THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE IN EFFECT THROUGHOUT MY MEMBERSHIP WITH EAGLE SWING. I ALSO UNDERSTAND AND AGREE THAT IF MY MEMBERSHIP IS INTERRUPTED FOR ANY REASON, THIS AGREEMENT WILL REMAIN IN EFFECT DURING THE PERIOD OF INTERRUPTION AS WELL AS AFTER THE MEMBERSHIP IS REINSTATED. THIS AGREEMENT IS THE ENTIRE AGREEMENT, AND NO VERBAL OR OTHER AGREEMENTS HAVE BEEN MADE TO ALTER THE TERMS OF THIS AGREEMENT.

EAGLE SWING MEMBERSHIP TERMS AND CONDITIONS

MEMBERSHIPS: Eagle Swing currently offers a variety of memberships. These memberships will collectively be referred to as "Monthly, Monthly Memberships" in this agreement.

MEMBERSHIP TERMS: If you choose a Monthly Membership, you agree that as a condition of your continued membership at Eagle Swing you authorize Eagle Swing or its agent to charge your Payment Card the Monthly Membership Fee (plus applicable taxes), in effect from the date you sign up and each month following until the membership is canceled. For the 6 Month Membership you agree to pay the full 6 months in advance starting on the date you sign up. This will be charged again 6 months later, thus renewing the membership and continuing in this manner until canceled. You agree to pay the Yearly Membership the same way with the full 12 months being paid up front and renewing each year in the same manner until you cancel the membership. You agree to pay the Monthly Membership Fee (plus taxes) in accordance with your Payment Card issuer agreement, if applicable. You also authorize Eagle Swing to charge your Payment Card for any other charges you may incur associated with your Monthly Membership, too include damages to the facility or equipment.

By signing up for our Monthly Membership options, you agree to the minimum requirement of 1 month for the month to month membership, 6 months for the 6 months membership and 12 months for Yearly Membership, before being able to terminate the membership. Memberships that are terminated will not be reimbursed for the remaining time of the membership. **Members must be present for all golf bookings and are unable to book the golf simulator/private space on behalf of non-members.**

Eagle Memberships

a. MONTHLY FLEX MEMBERSHIP

There is a minimum membership requirement of 1 month before being able to terminate the membership plan. The cost for a Monthly Membership is a \$189+tax monthly fee (the “Monthly Membership Fee”).

While you are able to use the facility unlimitedly, you may only have 3 active booked sessions/hours at any one time. For example JUNE 12 at 1pm is one session/hour, JUNE 13 at 4pm is a second session/hour, JUNE 16 3pm is your last session/hour you can book until you cancel one of the other sessions or use one of the other sessions.

Likewise another example JUNE 12 1pm, 2pm and 3pm would be your “3 session/hour limit”. Once you either cancel one of those times or use the scheduled session you can then schedule more future sessions.

This allows all members to have equal opportunity to use the facility as much as they would like.

b. 6 MONTH FLEX MEMBERSHIP

There is a minimum membership requirement of 6 months before being able to terminate the membership plan. The cost for a 6 Month Membership equates to \$1,200+Tax monthly fee, to be paid in full at time of purchase (the “6 Month Membership Fee”).

While you are able to use the facility unlimitedly, you may only have 3 active booked sessions/hours at any one time. For example JUNE 12 at 1pm is one session/hour, JUNE 13 at 4pm is a second session/hour, JUNE 16 3pm is your last session/hour you can book until you cancel one of the other sessions/hours or use one of the other sessions/hours.

Likewise another example JUNE 12 1pm, 2pm and 3pm would be your “3 session/hour limit”. Once you either cancel one of those times or use the scheduled session/hour you can then schedule more future sessions/hours.

This allows all members to have equal opportunity to use the facility as much as they would like.

c. YEARLY FLEX MEMBERSHIP (NOT CURRENTLY BEING OFFERED)

There is a minimum membership requirement of 12 months before being able to terminate the membership plan. The cost for an ANNUAL Membership is \$1,980, this equates to \$165 a month (the “12 Month Membership Fee”).

While you are able to use the facility unlimitedly, you may only have 3 active booked sessions/hours at any one time. For example JUNE 12 at 1pm is one session/hour, JUNE 13 at 4pm is a second session/hour, JUNE 16 3pm is your last session/hour you can book until you cancel one of the other sessions/hours or use one of the other sessions/hours.

Likewise another example JUNE 12 1pm, 2pm and 3pm would be your “3 session/hour limit”. Once you either cancel one of those times or use the scheduled session/hours you can then schedule more future sessions/hours.

This allows all members to have equal opportunity to use the facility as much as they would like.

d. SUMMER DISCOUNT MEMBERSHIP (PERIODICALLY OFFERED)

The summer discount membership is a regular flex membership, but offered at a discounted price of \$100+Tax. It starts in May (or later if deemed necessary) and will renew automatically each month at the \$100+Tax rate until October of the same year. In October your renewal date (the day you signed up, for example sign up of June 13, your renewal date would be the 13th of each month) will not renew, instead the SUMMER DISCOUNT MEMBERSHIP will end and your access to the facility and all membership benefits will end.

You may reach out to Eagle Swing via Email or Text prior to the cancellation in September and have your membership renew at the regular MONTHLY FLEX rate of \$189+Tax. There is still a limited number of memberships offered, as such your request to have it renewed at the regular rate may be denied, if others have already requested and filled the spots. It is recommended to notify Eagle Swing in August, prior to the October cancellation, of your request to renew at the regular MONTHLY FLEX MEMBERSHIP rate.

PAYMENT:

Billing:

EAGLE MONTHLY, 6 MONTH, 12 MONTH, AND SUMMER BILLING:

FEES RELATING TO YOUR PAYMENT CARD. 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.

EXPIRATION DATE AND REFUSAL OF CHARGES TO YOUR PAYMENT CARD. If your Payment Card reaches its expiration date, your failure to cancel your Monthly Membership constitutes authorization for Eagle Swing to continue billing that Payment Card. If your Payment Card for any reason will not accept charges for any periodic Monthly (Eagle or Eaglet), 6 Month, 12 Month or Caddy Membership Fee, your Membership will be immediately suspended until payment is collected. For the 30 days immediately following the suspension day, Eagle Swing will reach out to you to reconcile the missed payment. If the charge is accepted, then your Membership benefits will be reinstated as of the date the charge is accepted. In order for your membership to be reinstated, you must make your Payment Card information valid by either rectifying the

issue with the Payment Card issuer or providing new Payment Card information by contacting your membership department. If Eagle Swing is able to charge your Payment Card (existing or new, if you have provided new Payment Card information) and any past due Eagle Swing membership fees are paid, then your Membership benefits will continue uninterrupted and this Payment Card will be used to charge the applicable periodic membership fee for each consecutive renewal period until your Membership is canceled and will be your Payment Card for all purposes. If Eagle Swing is unable to charge your Payment Card (existing or new) for any reason, your Monthly (Eagle or Eaglet) or Caddy Membership will be terminated and you will not be able to use your membership or any associated perks at our Eagle Swing location. If Eagle Swing terminates your membership, you must immediately surrender your membership card/key fob 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 Eagle Swing, you will not receive a refund on any amounts paid under any type of membership. If you terminate your membership for any reason you will not be refunded for any difference in time remaining on the membership. On termination by yourself or Eagle Swing you must surrender your key fob/key and any access codes will be deactivated.

From time to time, Eagle Swing may avail itself of account updating services provided by the Payment Card industry, including, without limitation, VISA's Account Updater program or MasterCard's Automatic Billing Updater program. By enrolling in a periodic Membership, you hereby agree and authorize Eagle Swing to update your Payment Card or similar account information and charge any updated Payment Card in accordance with the terms and conditions of such account updating programs.

Eagle Swing may switch from PayPal to Square as needed. You agree to have your Payment Card set up accordingly

SERVICE CHARGES: You agree to pay a \$20.00 charge (plus applicable taxes) for all rejected payments, whether by Payment Card, or Pre-Authorised/credit card auto debit system. Any arrears of dues owed to Eagle Swing will bear interest at 18% per annum (subject to applicable usury laws).

GUEST RATES/RESPONSIBILITY/LIABILITY: As part of your selected membership, you are able to bring guests/family/friends for free during your scheduled session. However you as the member assume all responsibility for any broken or damaged equipment (Trackman 4, Projector, putting area, furniture, walls, lights, etc.. Any injuries incurred by you or your guests, you as the member also assume full responsibility.

MEMBERSHIP FREEZE: Eagle Swing offers all Members on a membership plan, the ability to temporarily suspend, or “freeze,” their Membership when they know in advance they will not be using any Eagle Swing location for an extended period. A monthly or caddy Membership may be placed on freeze with a 30-day written notice from a Member to Clubhouse. During the freeze period, Members will be charged \$50 per month, plus applicable tax, and are not permitted to use their Monthly Membership at any Eagle Swing location. A membership freeze cannot begin prior to Eagle Swing receiving written notice from the Member stating his/her intent to freeze and the intended duration of the freeze; an end-freeze date is required at the time of the request. This request can be submitted to via email at eagleswingolf@gmail.com. A submitted request will not guarantee a freeze is approved. In most cases its better to cancel the membership and sign up again when you’re ready.

6 Month and Yearly Memberships are unable to freeze their memberships.

SUSPENSION/TERMINATION: Eagle Swing may suspend or terminate your membership at any time for any breach of this Agreement or for any other reason by giving you written (E-mail and/or Text) or oral notice of such termination, with or without cause. If Eagle Swing terminates your membership, you must immediately surrender your membership key fob, any access codes will be deactivated and you will remain liable for all unpaid dues (including any Monthly, 6 Month, 12 Month and Caddy Membership charges and all other charges against your account). If your membership is terminated by Eagle Swing or by you, you will not receive a refund on any amounts paid under any type of membership.

CO-SIGNER: If a Member is under 18 years of age at the date the terms and conditions of this Agreement are accepted, a Co-signer is required. As Eagle Swing would not have agreed to enter into this Agreement without the promises of the Co-signer, the Co-signer promises to pay all amounts due to Eagle Swing under this Agreement when due, and to keep and perform all the Member's promises and agreements. The Co-signer’s promises and agreements are joint and several with the Member's promises and agreements. If more than one person signs this Agreement as Co-signer, the promises are both joint and several.

The Co-Signer is not considered the “Member”, but only agrees to the financial obligations associated with having a membership at Eagle Swing.

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

CHANGES TO POLICIES, FACILITIES, AND PROGRAM: Eagle Swing may introduce new facilities or programs from time to time, available to Members for an additional fee. Eagle Swing may publish and amend policies and regulations for the facilities, or modify its fees for membership, from time to time. You acknowledge that Eagle Swing may change membership fees at any time; provided, however, that Eagle Swing will give prior notice via email to Membership holders of any change to the periodic membership fees. You agree that, unless you cancel your applicable Membership prior to the effective date of the change, your membership will renew at the new rate on the regular anniversary date of your sign up,, you will be charged the new applicable periodic Membership Fee (plus applicable taxes) on each periodic anniversary date after the effective date of such change, and you authorize Eagle Swing to charge the new periodic Membership Fee (plus applicable taxes) to your Payment Card. Eagle Swing reserves the right to suspend, modify or end the membership program without prior notice, in its sole discretion. You agree that membership at Eagle Swing does not involve an extension of credit or a retail installment sale since Eagle Swing does not impose a finance charge and you may cancel membership at any time. Void where prohibited.

HOURS OF OPERATION: From time to time, Eagle Swing may make reasonable changes to the days and hours that the facility is open for business. You understand that Eagle Swing will be busier at some times than others on different days of the week.

With a full facility members will need to book up to a week in advance to be able to get some time in. It's imperative that members follow the 3 booking rule. Members that schedule more than 3 sessions/hours will be notified via text or email to follow the booking rules.

Failure to follow the booking rules and continued disregard may result in a termination of the membership. It's that important that it gets followed so everyone has the best experience possible to maximize their memberships.

The only exception to the 3 hour rule is if a member is golfing with a group of 4 people. In this situation only, members can book 4 consecutive hours. But cannot book anything else until these hours have been played.

As a general rule, your membership grants you access to the facility 24 hours a day 7 days a week. Members still, MUST book a time to use the private space. As a Member you agree that you will not schedule more than 3 sessions or hours at any given time. For Example if you schedule Monday at 1pm, Wednesday at 4pm and Friday at 12 am, you are not allowed to schedule a 4th time until you use and or cancel one of your previously scheduled times.

Eagle Memberships are able to come as often as is available each month keeping with the rule of only scheduling 3 active sessions/hours at a time.

PICTURE IDENTIFICATION/SIGN IN: You agree to have your picture taken for Eagle Swing' internal purposes upon joining if requested by Eagle Swing. Members must schedule prior to coming to the private facility. Members are not allowed to show up without scheduling/booking the space. Members may not loan their membership key fobs or access codes to anyone.. Members must be in good standing (that is, paid to date) to use Eagle Swing as a Member or non-member. Members **MUST** be present with any guests that they bring to the facility. Members are not allowed to grant access to a guest then leave the facility. Members must be present the entire time.

WAIVER: You understand that your use of Eagle Swing facilities will be undertaken at your sole risk. You agree that you are voluntarily participating in activities and use of the facilities and premises (including the parking lot and common hall/restroom) and 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 Eagle Swing, 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 Eagle Swing or the common hall/restroom. You expressly release and discharge Eagle Swing, 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.

As a member it is your sole responsibility to ensure that any guest you bring signs the liability waiver. Each new guest only needs to do this once.

SAFETY: By playing at any Eagle Swing 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 behind the surrounding table-counter 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.

- Aim for the screen at all times. Guests are responsible for damages or injuries caused by any balls hit inside the premises including damage to projector, tv, monitor or Trackman unit.
- Throwing golf balls is prohibited.
- Only dispense and hit one golf ball at a time.
- Guests under 14 should be supervised by an adult when playing.
- All Members and guests must stay behind the surrounding table-counter at all times. Please take extra care when playing with younger golfers.
- Members are not allowed to ever access the office/half wall/check in area.
- Always make sure that the facility is secured before leaving. Locks are set up to auto lock on their own after 5-10 seconds, but members need to ensure this happens. If for any reason it does not lock, you agree to contact an employee of Eagle Swing via phone call or text message. The door to the shared hallway must be manually locked, you agree to ensure it is locked prior to leaving the facility.
- Do not tamper with any equipment including; computer, tv, projector, hitting screen, trackman unit, camera system, door lock system etc.
- Bathrooms are out in the common hallway, take the key when you leave and make sure to lock the common hall door before leaving the facility. Do not take the key home.

VIOLATION OF POSTED RULES AND REGULATIONS: All Members and guests are subject to compliance with any rules and regulations of Eagle Swing that may be posted from time to time at the facility and/or online. In the event that a Member fails to comply with said rules and regulations, Eagle Swing may (1) suspend all membership privileges or (2) void this Agreement and revoke all membership privileges. Eagle Swing 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.

Some common rules include returning the RCT balls to the designated area. The RCT golf balls are not to be taken home or out of the facility at any time.

Members are not to hit golf balls that have marker, dr sholls or any other spray on them. All golf balls used should be of "like new" quality and not have any rough edges. Any roughed up, broken or split golf balls should be thrown away. If you or your guest hits damaged balls into the screen you will be held liable for the costs of replacing the screen. These run over \$1,000.

INJURIES: You will immediately report any accident or injury suffered in Eagle Swing' facilities to a staff person or guest, and you will provide a written report from your doctor within a reasonable time, if requested by Eagle Swing.

DRESS CODE/PERSONAL CONDUCT: Appropriate clothing and footwear is required within the facility at all times. Bare feet are not acceptable anywhere at Eagle Swing. Inappropriate, foul and/or lewd behavior is not acceptable and will result in suspension and or up to a termination of your membership. Fighting or other physical disturbances will result in an immediate suspension or termination of your membership.

Members and guests are subject to the control and guidance of the Eagle Swing staff and must follow their instructions while at Eagle Swing. Members and guests agree to conduct themselves in a well-mannered fashion when in or about Eagle Swing and not cause any disturbances or interfere with the safe use or enjoyment of Eagle Swing by other members and guests. Members also will not disturb other businesses located in the same building as Eagle Swing.

DAMAGE TO FACILITIES: You agree to pay for damage to Eagle Swing equipment and premises and third party property outside of Eagle Swing caused by you and/or your guests (or guests') careless use of equipment or other intentional or negligent acts. Including miss hits that result in the ball not hitting the screen and instead striking the screen holder,walls, lights or another person.

TEMPORARY CLOSURE: Eagle Swing 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. Temporarily closing of the facility includes any remodeling that is to be done to either Eagle Swing or the building that Eagle Swing is housed in.

EARLY TERMINATION BY EAGLE SWING: Eagle Swing may terminate this Agreement for breach of terms and conditions, or policies or regulations adopted by Eagle Swing from time to time. Eagle Swing may terminate this Agreement without cause if a 5-day notice is given to the Member.

TERMINATION BY MEMBER: Termination by Members shall be in accordance with the following:

Memberships still in the Initial Term may be terminated with thirty (5) days written notice. There are no cancellation fees. Do know that memberships are limited and there is no guarantee that you will be able to get your membership back in the future. If there are

no memberships available you will have to go back onto the waiting list in order to get your membership back. To cancel your Membership, contact your Membership Director via email at eagleswingolf@gmail.com. There are no refunds for any time period (or portions thereof) already billed or paid for. For those that were grandfathered in on the 6 month memberships must pay the full 6 months regardless of your actual use of the facility.

LIMITATION OF LIABILITY: Recovery for any breach of this Agreement by Eagle Swing is strictly limited to the amount you have paid to Eagle Swing, and you agree that recovery of incidental and consequential damages are not a remedy available to you.

MISCELLANEOUS:

BOOKING CANCELLATIONS: Members MUST notify Eagle Swing if they intend to not show up for a scheduled time. To cancel a time text or call Eagle Swing with your name, date and each time slot that you want to have canceled. You can also “reschedule” each time slot through your member portal on the website. Failure to cancel times and “NO SHOWING” can result in a suspension and or up to a termination of your membership. Failing to cancel times that you are not going to use clogs up the bookings and prevents others that are available from being able to golf.

NON 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: Eagle Swing may assign this Agreement, and, provided that the assignee agrees to assume the obligations of Eagle Swing in this Agreement, then Eagle Swing 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. As a member you are not allowed to charge others for use of your membership. You may not book sessions for other people. As a member if you schedule a time you must be there the entire time, you cannot schedule for a friend let them in and then leave the private space.

GOVERNING LAW: This Agreement is governed by the laws of the United States.

INVALID PROVISIONS: 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 & DEFINITION: This document incorporates the entire Agreement between Members and Eagle Swing. Eagle Swing 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.

I have read and agree to the Eagle Swing LLC Membership Agreement.

Date _____

Full Name of Member: _____

Membership Selected: _____

Address: _____

Email: _____

Phone#: _____

Signature: _____