

## Midnight Runner's Supper Club/Spade & Spoon Association Membership Contract

This Private Membership Agreement, hereinafter referred to as "Agreement", is entered into and made effective as of the date of signing, by and between the following Parties:

Midnight Runner's Supper Club/Spade & Spoon, wherever we may gather:

Sarah Long, facilitator: 863-381-2106 sbhopton@gmail.com

Website: thespadeandspoon.com

and Member:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(email)

Midnight Runner's Supper Club/Spade & Spoon and Member may be referred to individually as "Party" and collectively as "Parties". Hereinafter, "you" and other third-person pronouns will refer to Member and "we" will refer to the Parties.

### Introduction

In order to participate in the Midnight Runner's Supper Club, you must join our Private Membership Association which protects your rights as consumers, and protects the farmers, chefs, and staff who grow, cook, and serve the food served at the suppers to members. The membership is \$15 pp and must be paid *before* you can buy your first ticket to an event. You will be billed \$15 every year until you cancel your membership. This nominal membership fee ensures that the supper club remains compliant with local and state regulations.

### Summary of Contract

1. You are joining a PRIVATE ASSOCIATION, protected by the 1st Amendment, to obtain food of highest quality, some of which will be grown by the supper club organizer, and all of which will be cooked and served by the organizer.
  
2. You are choosing this experience for yourself and participation is entirely voluntary.

3. You will not file a liability lawsuit against the Association trustee, staff, or any other members for anything pertaining to the foods or drinks you obtain or consume while attending the event or interacting with any animals, equipment or spaces entered during the event.
4. Your activities and the farmers/chefs/server's activities within the Association are private and not to be shared with the FDA, USDA, Agricultural Boards, Health Department, or any other government agency or regulatory body.
5. You are not a State or Federal agent whose purpose is to inspect or regulate and approve food, food service, or food products.

### **Declaration**

**Whereas**, Midnight Runner's Supper Club/Spade & Spoon is designed for the following purpose: to build community through sharing regionally-inspired in-home meals; **Whereas**, Member would like to join Midnight Runner's Supper Club/Spade & Spoon and acknowledges and agrees to be bound by the terms and conditions listed herein; **Now**, therefore in consideration of the promises and covenants contained herein, as well as good and valuable consideration of a \$15 dollar membership fee, the Parties do agree as follows:

### **Article 1: Membership**

This Agreement forms a binding contract between Member and Midnight Runner's Supper Club/Spade & Spoon, and governs the Member's access and use of the Association's services (the "Membership Services") and physical facilities, wherever we may gather. This Agreement also covers Midnight Runner's Supper Club/Spade & Spoon provision of services (the "Membership Services").

You understand that Sarah and Brett Long provide services and experiences in the capacity of fellow members of the Midnight Runner's Supper Club/Spade & Spoon and not in the capacity of restauranteurs or professional event coordinators/providers. While the kitchen in which foods are cooked is a certified home kitchen and the food used from the kitchen garden is produced according to organic standards, you affirm that you do not represent any City, County, State, or Federal Agency whose purpose is to regulate the practice of food production, processing, cooking, or service.

### **Article 2: Membership Services**

The Membership Services provided by Midnight Runner's Supper Club/Spade & Spoon are as follows:

1. Access to locally sourced and prepared food in the form of a restaurant-style meal served in home
2. Access to farm animals/activities

The Membership Services specifically include the ability and responsibility of Midnight Runner's Supper Club/Spade & Spoon to source, manage, and negotiate with third parties in the preparation and service of the meal/event/on-farm experience.

**Article 3: Fees to be paid (\*in cash or silver)**

A non-refundable initiation fee of \$15, or one troy ounce of silver, is required, to be given one time to Sarah Long. Check the website for event rates.

**Article 4: Member Agreements**

Member agrees to hold Midnight Runner's Supper Club/Spade & Spoon, its consultants, facilitators, and members harmless from any damage, tangible or intangible, that may happen to Member while participating in the Membership services.

Member agrees that Midnight Runner's Supper Club/Spade & Spoon offers its membership and services with no guarantee of results of any kind. Member agrees that any results that occur during their membership, whether positive or negative, are the effects of Member's own personal choices.

Member agrees and verifies that all of the information they have given Midnight Runner's Supper Club/Spade & Spoon and its representatives is accurate, up to date, and without the omission of any requested information.

Member agrees and verifies that even if they have omitted any necessary information, whether knowingly or unknowingly, they will hold Midnight Runner's Supper Club/Spade & Spoon harmless against all liability for any damages that may occur to Member or others because of Member's actions or inactions.

**Article 5: Dispute Resolution**

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute, member to member, in good faith. Under no circumstances shall we enter into any City, County, State, or Federal jurisdiction to attempt resolution. City, County, State, and Federal Agencies shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class.

**Article 6: Termination**

This Membership shall continue until terminated in writing by either Party, or upon the death of the Member, the liquidation, dissolution or discontinuance of the Association by the Association in any manner, or the filing of any petition by or against the Association. This Agreement may also be immediately terminated in the event that there is a breach of the terms of this agreement by either Party.

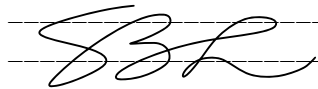
You affirm that you are of age, capable of managing your own affairs, and may lawfully consent to and enter into this Agreement, or you enter into this agreement on behalf of your dependent, and that you choose to enter into this agreement of your own free will.

----- (date)

----- (Dependents name)

----- (Member autograph)

----- (Midnight Runner's Supper Club autograph)

A handwritten signature in cursive script, appearing to read 'SBR', written over a horizontal line.

October 27, 2023