

Membership Agreement **for Doghouse Poker** **Club**

Introduction

Organization. Doghouse Poker Club ("The Club") is a private club operated for the pleasure, recreation, and enjoyment of its members.

Contact. The Club is located at 27118 US 290, Cypress, TX 77433. Club management may be reached via email at doghousepoker.com and via phone at 713-826-6258.

Oversight. The Club's management staff is responsible for managing the business and affairs of the Club. The management team consists

of a manager, and other employees hired from time to time to serve as assistant managers, supervisors, and other floor personnel.

Application. The person executing this Agreement is applying for membership in the Club. By applying for membership in the Club, the applicant acknowledges his/her acceptance of the Rules and Regulations of the Club. Acceptance to the Club at the discretion of management is conditioned upon Applicant's adherence at all times to the Rules and Regulations of the Club. Acceptance of Membership shall be provided by the Club upon its issuance of a Membership ID as provided below.

Membership

Powers of the Management Team. The management team shall have full power and authority from time to time to authorize the use of the Club's facilities by members and to establish various categories of membership, determine the number of members in each category, and prescribe the terms, provisions, privileges and restrictions of members, including qualifications for admission to membership, initiation fees, dues and other use charges, and rules and regulations governing use of the facilities by members. Additionally, the staff will have the right to refuse or revoke membership based on membership rule violations or at Management discretion.

Member's Privileges. Each member of the Club shall have the privilege of using the Club's facilities by virtue only of the member's contractual rights under the membership rules. Members must be current in any required entry fees and in good standing with the management.

Qualifications of Members. No person shall be denied membership because of race, color, creed, national origin, ancestry, gender or religion. Membership shall be granted only to persons of good moral character. The Manager shall have sole discretion to accept or reject applicants for membership.

Number of Members. The manager in their sole discretion from time to time shall determine the maximum number of members and shall

advise all new members and prospective members thereof.

Membership Initiation Fees. Each member may be required to pay a one-time, non-refundable membership initiation fee as determined and posted by the Club. The Club shall advise members and prospective members of the current schedule of membership initiation fees. Membership initiation fees are due immediately and before first entry. These Fees may be waived at the Management Team's discretion for promotional or other matters.

Identification Requirement. Each member entering the Club will be required to possess and present a valid and current government issued photographic ID. Refusal to present ID when asked by a staff member will result in denial of entry or being asked to leave the premises.

Effective Date of Membership. A person shall become a member bound by these rules and regulations when he/she has filed a complete membership application, paid the initial payment required and his/her application has been duly approved by the Club. After a complete application is filed and initial payment is made, the Club shall (1) accept the application and allow entrance, or (2) reject the application and return the initial payment in which event neither the application nor the Club shall have further obligation to each other.

Evidence of Membership. Every member shall be issued an ID card evidencing the type of his/her membership. Each member shall also be furnished with a copy of these Rules and Regulations.

Non-Transferable Membership. No memberships are transferable or re-assignable.

Daily Fee. Membership Fees - Club Membership is \$3650 per annum but can be purchased partially and interminably for the corresponding pro-rated amount of \$10 per day. The membership management may, at their discretion, offer weekly, monthly, or annual pre-paid Membership Fee Discounts or Specials Amounts as long as those rates are made available to the entire membership as a whole. Membership fees will be posted, and members new or potential, will be notified of fee amount or of any changes to fee amount.

Payment of Membership Entry and Participation Fees. Applicants accepted as Members shall pay an initial one-time Membership fee which shall be due upon issuance of Membership ID card. Memberships are not transferable and may be revoked for violation of the Club Rules and Regulations. Each Member shall pay a daily entrance fee and an hourly game participation fee. All fees shall be set by management and are nonrefundable. Payment of the game participation fee shall be paid prior to a Member's use of and participation in games offered by the Club.

Guests. Members may bring guests to use the restaurant and bar facilities. Guests will not be permitted to use other Club facilities unless the guest submits an application, pays a daily entry fee and participation fee if applicable, and acknowledges his/her acceptance of the Rules and Regulations of the Club and is approved to be a member and issued an ID card. All guests will be subject to the rules and regulations governing Member's conduct and will be identified at the time of admittance. Management reserves the right to deny guest permission to enter or remain on the premises.

Termination of Membership. Members of the Club and persons enjoying the rights and privileges of the Club in the sole and absolute discretion of management shall be subject to expulsion and termination of membership for any of the following reasons:

- A. Conduct which is prejudicial to the good order, harmony, reputation, health, safety, morals or general welfare of the Club or of its members;

- B. Conduct which is disruptive, abusive, incompatible with or offensive and disagreeable to the members of the Club;
- C. Conduct which, in the sole and absolute discretion and opinion of Management is abusive to the Club or to its employees;
- D. Conduct which is lewd or vulgar, including the excessive use of profane or foul language, or which constitutes or evidences habitual or repeated drunkenness or which constitutes the use of illegal drugs or other controlled substances;
- E. The violation of any Rules and Regulations of the Club, including, without limitations, these Membership Rules or Regulations;
- F. Bringing any firearm or other weapons without a state issued permit for concealed carry onto the Club premises and approval by The Club Management.
- G. The non-payment of any fees, dues, charges or other indebtedness due and owing the Club including bar and restaurant Management, taking into account the nature and gravity of the conduct involved, may in its sole and absolute discretion, reprimand, suspend or expel the membership of any member of the Club.

Food and Alcohol. The use and/or consumption of food or alcoholic beverages from anywhere outside of the Club's facilities is strictly prohibited. No alcoholic beverages can be taken from the Club's facilities or brought onto the Club's facilities from an outside location.

No Liability for Property. The Club shall not be responsible for any loss, theft of, or damage to any property of any kind belonging to members.

Documentation Requirements. All members of the Club are subject to the city, county, state and federal laws and regulations and must maintain compliance with specific requirements and documentation. This includes but not limited to Federal W-2G and TiHe 31 documentation requirements.

Background Check. The Club may run a background check and/or other methods of certifying my eligibility for membership.

Additional Club Rules and Regulations

Club and Management shall be entitled and specifically reserves the right at any time and from time to time to make, establish, promulgate and publish such additional rules and regulations as it deems to be in the best interest of the Club or its members including without limitation, rules and regulations for the protection of member and governing members conduct and the use of the Club property and facilities. Accordingly, Management has established specific rules and regulations governing the use of the Club facilities (the "Specific Rules and Regulations"). Such rules and regulations (including the Specific Rules and Regulations) of the Club as they may exist and be changed, amended or modified by Management from time to time, shall be and hereby are incorporated in to the Membership Rules and Regulations and the observance of and compliance with such rules and regulations of the Club shall be deemed a condition to the extension of the rights, privileges and license of Club membership to any member of the Club.

_____ (Initial) From time-to-time Club Members may provide services to other Club Members as an independent contractor within the Club premises. I waive my right to provide certain services to other members and acknowledge that in doing so I am not providing or receiving any advantage created by this waiver. If I wish to provide these services I will need to discuss and gain approval from the Club Management.

_____ (Initial) Member acknowledges if Club Management, Members, or guests suspect any party of money laundering or related activities, it will be reported by the extent allowed by law pursuant to anti-money laundering rules and regulations, including but not limited to the USA Patriot Act of 2001.

_____ (Initial) Release and Assumption of Liability. Member shall and does hereby release the Club, its officers, directors, managers, employees, and join towners from an against all claims, demands, and cause of action of every kind of character, known or unknown, actual or latent whether occurring now or in the future, without limitan without regard to the cause or causes therefor or the negligence any party or parties, arising in connection with this Membership, Member's use of the Club facilities and any ancillary facility offered by the Club on account of bodily injury, death or damage to personal property or reputation without regard to and without any contribution from any insurance maintained by the Club.

By signing below, Acknowledge I have read, understand and accept all contents and conditions within. I understand that, from time to time, the Club may use my information exclusively for marketing and advertisement. I understand that my membership can be revoked, denied or suspended for violations listed above and stated in the Specific Rules and Regulations. Management reserves all rights and the Club assumes no liability.

Signature of Applicant

Date: _____

Cell Phone: _____

DOB: _____

Email: _____