## The Grand Cigar & Lounge Membership Policies and Agreement

• Payment is due upon signing and is nonrefundable and is nontransferable. Cancellations of membership prior to a 30-day notice will incur a \$50 cancellation fee. Membership is for one year. <u>All memberships will be automatically</u> renewed at the end of the twelve-month period unless notified in writing within 30 days of the end of contract.

• You assume full responsibility for the contents of your locker. The Grand Cigar Lounge (Grand Cigar, LLC) does not insure, nor is it responsible for any contents stored in the lockers.

• All locker contents must adhere to local, state, and federal laws, The Grand Cigar Lounge (Grand Cigar, LLC) assumes no liability for your personal contents.

• The Grand Cigar Lounge (Grand Cigar, LLC) may access any locker at any time necessary by our Staff or by any Law Enforcement official or agency.

• You will be issued a key for your locker for access and must be returned upon termination of membership. There will be a \$20.00 charge for lost keys.

• Management reserves the right to suspend or revoke a membership for nonpayment of bill, breach of contract, misconduct, or failure to adhere to any of the rules, regulations, and policies set forth by The Grand Cigar & Lounge (Grand Cigar, LLC).

• The Grand Cigar Lounge (Grand Cigar, LLC) reserves the right to suspend access to any locker for 30 days due to non-payment. If non-payment exceeds 60 days, The Grand Cigar Lounge (Grand Cigar, LLC) reserves the right to seize the contents of the locker and terminate the membership.

• The Grand Cigar Lounge (Grand Cigar, LLC) reserves the right to refuse service and/or lounge access to any person.

In consideration for The Grand Cigar Lounge (Grand Cigar, LLC) to grant membership, I agree to the following:

I recognized that there exist certain risks inherent in the various activities at The Grand Cigar Lounge (Grand Cigar, LLC), including the risks associated with smoking and I freely assume all risks, including unforeseen or unexpected risks.

I waive all claims for my heirs and myself; I agree not to sue The Grand Cigar Lounge (Grand Cigar, LLC) and further agree to release and hold harmless The Grand Cigar Lounge (Grand Cigar, LLC) from and against all actions, demands, liabilities, suits, costs, and expenses including attorney fees and claims for negligence, arising out of my use of The Grand Cigar Lounge (Grand Cigar, LLC) facilities or participation in any sponsored events.

I agree to indemnify The Grand Cigar Lounge (Grand Cigar, LLC) and pay for all claims brought against The Grand Cigar Lounge (Grand Cigar, LLC) for my family or guests. I further agree that I am solely responsible and will promptly pay for all damages incurred to The Grand Cigar Lounge (Grand Cigar, LLC) caused by my family, my guests, or myself.

I have carefully read and agree to the terms and policies of this membership agreement as it now exists and may be amended in the future. I am aware that direct violation of these rules may result in revocation of my membership.

Signed

Date\_\_\_\_\_