

MEMBERSHIP AGREEMENT
(Updated 9.2.19)

This Membership Agreement (this “Agreement”) sets forth the terms and conditions of your Swing Zone, Inc. (hereinafter referred to as “Swing Zone”) membership. If you have any questions, please feel free to consult any member of our staff for assistance.

SWING ZONE, INC. MEMBERSHIP TERMS AND CONDITIONS

1. **MEMBERSHIPS:** Swing Zone currently offers monthly memberships. These monthly memberships will collectively be referred to as “Monthly Memberships” in this Agreement.

2. **MEMBERSHIP TERMS:** If you choose a Monthly Membership, you agree that as a condition of your continued membership at Swing Zone, you authorize Swing Zone or its agent to charge your Payment Card the Monthly Membership Fee (plus applicable taxes), in effect from time to time and which may change, on each monthly periodic anniversary date of your membership, until your Monthly Membership is canceled, as set forth in Paragraph 19 below. For example, if your Monthly Membership began on July 20, your periodic anniversary date is the 20th of each month, and your Payment Card will be charged for the Monthly Membership Fee on that date each month. If your monthly periodic anniversary date falls on a date that is not contained in your anniversary month (for example, if your paid membership started on the 31st day of a month), your Payment Card will be charged on the last day of that month. You will not be provided with copies of charge slips evidencing the recurring charges of the Monthly Membership Fee unless requested. You agree to pay the Monthly Membership Fee (plus taxes) in accordance with your Payment Card issuer agreement, if applicable. You also authorize Swing Zone to charge your Payment Card for any other charges you may incur associated with your Monthly Membership.

3. **MEMBERSHIP BENEFITS:** Swing Zone reserves the right to choose which Membership Benefits are available only to the Individual Member or authorized signers on a Corporate Membership.

BAY RENTALS: The cost for a Monthly Membership is a \$150 monthly fee + tax (the “Monthly Membership Fee”). Members receive free bay rentals Monday – Thursday from 10 am to 4 pm (“Non-Peak Hours”). During all other hours (“Peak Hours”) members receive 50% off bay rentals. Each Membership account purchased is good for one Swing Zone bay for up to 6 players. Each Membership account can only be used in one bay at a time. Member must be present with guests at all times. Memberships discounts cannot be combined with any other promotion, discount, coupons or special offers.

FOOD & DRINK: Members receive 10% off food and drinks (including alcohol) for themselves and their guests. Member must be present in the bay. Memberships discounts cannot be combined with any other promotion, discount, coupons or special offers.

LESSONS: Members receive 25% off their first one hour lesson booked at Swing Zone Golf.

4. **PAYMENT CARDS:** You may pay by corporate check, VISA®, MASTERCARD®, or AMERICAN EXPRESS® credit card or VISA or MASTERCARD check card (check card must bear the VISA or MASTERCARD logo) for any membership. Any such credit or check card shall be referred to as the “Payment Card”. You also authorize Swing Zone to place a pending charge to your Payment Card when you sign up for any membership and prior to each subsequent periodic charge for Monthly Membership. Pending charges are

used to verify your billing address and the validity of your Payment Card, are temporary (typically 3 to 7 days in length) and will not be converted into an actual charge to you. Pending charges, while pending, will, however, reduce the available amount of credit on your Payment Card in the amount of \$1 per \$1 of pending charge. You also authorize Swing Zone to charge your Payment Card for any other charges you may incur associated with your Monthly Membership, if applicable.

4. PAYMENT

a. MONTHLY 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. Cash or check will not be accepted for monthly billing.

PAYMENT TERMS: During the first 12 months of your membership, Swing Zone will not alter the rates and benefits of the Monthly Membership. After the initial 12 months, Swing Zone reserves the right to change/modify the Monthly Memberships rates and benefits. Members will be notified 30 days prior of any changes in writing via email and mailed letter. At that point, the member can decide to cancel or continue with the Monthly Membership.

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 Swing Zone to continue billing that Payment Card. If your Payment Card for any reason will not accept charges for any periodic Monthly Membership Fee, your Monthly Membership will be immediately suspended until payment is collected. For the 60 days immediately following the suspension day, Swing Zone may attempt to charge the Payment Card the periodic Monthly Membership Fee every 10 days. If the charge is accepted, then your Monthly 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 Member Services at (346) 808-7959 or info@swingzonegolf.com. If Swing Zone is able to charge your Payment Card (existing or new, if you have provided new Payment Card information) and any past due Swing Zone membership fees are paid, then your Monthly 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 Monthly Membership is cancelled (your original anniversary date will still apply) and will be your Payment Card for all purposes. If Swing Zone is unable to charge your Payment Card (existing or new) for 3 consecutive billing dates, your Monthly Membership will be terminated and you will not be able to use your membership or any associated perks at any Swing Zone location. If Swing Zone terminates your membership, you will remain liable for all unpaid dues (including any Monthly Membership charges and all other charges against your account). If your membership is terminated by Swing Zone, you will not receive a refund on any amounts paid under any type of membership.

From time to time, Swing Zone 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 Monthly Membership, you hereby agree and authorize Swing Zone 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.

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

b. **MEMBERSHIP FREEZE:** Swing Zone offers members the ability to temporarily suspend, or “freeze,” their monthly membership when they know in advance they will not be using their membership benefits at Swing Zone for an extended period. Memberships freezes can only be used one time per membership. Membership freeze can only last up to 3 months. A membership may be placed on freeze with a 30-day written notice from a member to Swing Zone. The months on freeze do not apply toward the member’s 12- month initial term. Freeze fee is not applicable toward any other purchase at Swing Zone and is non-refundable. Members may still visit a Swing Zone on a purchase-per-visit basis; Monthly membership perks will not apply on these visits. A membership freeze cannot begin prior to Swing Zone 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 Member Services at (346) 808-7959 or info@swingzonegolf.com. Corporate memberships are not eligible for freeze.

5. **SUSPENSION/TERMINATION:** Swing Zone may suspend or terminate your membership at any time for any breach of this Agreement or for any other reason by giving you written or oral notice of such termination, with or without cause. If Swing Zone terminates your membership, you will remain liable for all unpaid dues (including any Monthly membership charges and all other charges against your account). If your membership is terminated by Swing Zone, you will not receive a refund on any amounts paid under any type of membership.

6. **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 Swing Zone 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 Swing Zone 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.

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

8. **CHANGES TO POLICIES, FACILITIES, AND PROGRAM:** Swing Zone may introduce new facilities or programs from time to time, which may be available to Members for an additional fee. Swing Zone may publish and amend policies and regulations for the facilities, or modify its fees for membership, from time to time and for any reason. You acknowledge that Swing Zone may change membership fees at any time; provided, however, that Swing Zone will give prior notice via e-mail to Monthly Membership holders of any change to the periodic membership fees. You agree that, unless you cancel your applicable Monthly Membership prior to the effective date of the change, you will be charged the new applicable periodic Monthly Membership Fee (plus applicable taxes) on each periodic anniversary date after the effective date of such change, and you authorize Swing Zone to charge the new periodic Monthly Membership Fee (plus applicable taxes) to your Payment Card. Swing Zone reserves the right to suspend, modify or end the

membership program without prior notice, in its sole discretion. You agree that membership at Swing Zone does not involve an extension of credit or a retail installment sale since Swing Zone does not impose a finance charge and you may cancel membership at any time. Void where prohibited.

9. HOURS OF OPERATION: From time to time, Swing Zone may make reasonable changes to the days and hours that our facilities are open for business. You understand that Swing Zone will be busier at some times than others on different days of the week. Reservations are recommended.

10. PICTURE IDENTIFICATION/SIGN IN: You agree to have your picture taken for Swing Zone's internal purposes upon joining, if requested by Swing Zone, Members and guests must check-in with a Swing Zone staff member upon entering Swing Zone Members must show their photo ID to a Swing Zone staff member. Members must be in good standing (for example, your account must be paid to date) to be eligible for any Swing Zone membership.

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

12. SAFETY: By playing at any Swing Zone 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 carpeted area 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. Hitting golf balls anywhere other than the screen is prohibited, and guests are responsible for damages or injuries caused by any balls hit outside of the screen and padded bay area.
- Always maintain control of golf clubs while swinging. Members and customers are responsible for being aware of others standing in proximity and for safely controlling golf clubs while swinging. Members and customers who release the golf club while swinging and cause property damage or injury are wholly responsible for full replacement costs of damaged property including installation and are also responsible and liable for injury to other members, customers, guest, and Swing Zone staff.
- Throwing golf balls is prohibited.
- Only dispense and hit one golf ball at a time.

- Guests under 16 should be supervised by an adult when playing.
- All Members and guests must stay behind green carpeted area at all times while not swinging.

13. VIOLATION OF POSTED RULES AND REGULATIONS: All Members and guests are subject to compliance with any rules and regulations of Swing Zone 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, Swing Zone may (1) suspend all membership privileges or (2) void this Agreement and revoke all membership privileges. Swing Zone 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.

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

15. DRESS CODE/PERSONAL CONDUCT: Appropriate clothing and footwear is required within the facility at all times. Bare feet are not acceptable anywhere at Swing Zone. Inappropriate, foul and/or lewd language or behavior is not acceptable and will result in suspension of your membership.

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

16. DAMAGE TO FACILITIES: You agree to pay for damage to Swing Zone equipment and premises and third-party property outside of Swing Zone caused by you and/or your guests (or guests') careless use of equipment or other intentional or negligent acts.

17. TEMPORARY CLOSURE: Swing Zone may temporarily close the facilities in its sole discretion for any reason. Members and guests are immediately required to comply with announcements and staff instructions regarding temporary closures.

18. EARLY TERMINATION BY SWING ZONE: Swing Zone may terminate this Agreement for breach of terms and conditions, or policies or regulations adopted by Swing Zone from time to time. Swing Zone may terminate this Agreement without cause if a 90-day notice is given to the Member.

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

Monthly Memberships still in the Initial Term and Monthly Membership past the Initial Term may be terminated with thirty (30) days written notice, however, you will be charged for any additional renewals that occur within the 30-day notice period. To cancel your Monthly Membership, contact Member Services at (346) 808-7959 or info@swingzonegolf.com. There are no refunds for any time period (or portions thereof) already billed or paid for.

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

21. MISCELLANEOUS:

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: Swing Zone may assign this Agreement, and, provided that the assignee agrees to assume the obligations of Swing Zone, Inc. in this Agreement, then Swing Zone, Inc. 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.

GOVERNING LAW: This Agreement is governed by the laws of the State of Texas, and the parties hereto agree to the venue of the District Court of Montgomery County.

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 Swing Zone. Swing Zone 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, 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 SWING ZONE, INC. 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.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____