

# X-Golf El Dorado Hills – Membership (Morning Club)

## TERMS AND CONDITIONS

These Membership Terms and Conditions (collectively, “T&Cs”) is made by and between Tee Minus 18 LLC dba X-Golf El Dorado Hills, a California limited liability company (“X-Golf”) and the member indicated in the signature block below (“Member”). These T&Cs are effective as of the date the Member executes this document (“Effective Date”). These T&Cs only pertain to the X-Golf location at 2085 Vine Street Suite 201 El Dorado Hills, CA, 95762 (“Premises”). In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Member hereby agrees as follows.

### 1. Benefits.

1.1. **8 Hours of Simulator Time.** Member will be provided with up to eight (8) hours of golf simulator use per calendar month at no charge provided the usage occurs on Monday to Friday from 8 am to 12 pm (“Bookable Time”) for a maximum of 2 hours per day. Holidays, league fees, and special events are excluded from the permissible Bookable Time. Utilization of simulators at the Premises will be made in minimum increments of one (1) hour. Bookings can be made up to thirty (30) days in advance. X-Golf does not guarantee that Member will be able to book the use of a simulator at the Premises during the Bookable Time according to Member’s schedule. Member will be subject to the general availability of simulators as listed on X-Golf’s website and booking system.

1.2. **Additional Guests.** Member may bring guests to participate with Member at the Premises at a charge of \$15 per guest per visit during any booking made during Bookable Time as defined within the scope of Section 1.1.

1.3. **Discount on Additional Simulator Bookings.** Member will be provided with a fifteen percent (15%) discount for any simulator bookings outside of Bookable Time or for additional bookings once Member has utilized all of Member’s hours for a given month within the Bookable Time. However, this discount cannot be combined with any other offers or promotions.

1.4. **Discount on Food, Beverage and Merchandise.** No discount is provided on food, beverage and merchandise.

1.5. **Fee for Rental Clubs.** Member may rent golf clubs from X-Golf for Member’s own use at standard rates during any booking made during Bookable Time within the scope of Section 1.1.

### 2. Membership Fee.

2.1. **Monthly Fee.** Standard rate for this membership is \$99 per month. The monthly membership and any recurring services requested by Member are payable monthly in advance by via credit or debit card. Member will pay the first month and last month when the membership is commenced. Seniors, 65 and older, military and first responders rate is \$79 per month. Valid identification must be presented at time of membership initiation to receive this discount.

2.2. **Taxes and Duty Charges.** Member agrees to pay promptly (i) all sales, use, consumption and any other taxes and license fees which it is required to pay to any governmental authority and (ii) any taxes paid by X-Golf to any governmental authority that are attributable to the Suite, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

2.3. **Late Payment.** A fee will be charged on all overdue balances equal to the greater of (i) 10% of the outstanding balance or (ii) \$25.00.

2.4. **Withholding of Benefits.** X-Golf reserves the right to withhold any and all benefits described in Section 1 (such as denying Member access to the Premises) while there are any outstanding fees and/or interest or if Member is in breach of these T&Cs.

### 3. Term and Termination.

3.1. **Membership Duration.** All memberships require a 3 month commitment and will be on a month-to-month basis beginning in the 4th month.

3.2. **Cancellation Policy.** Either party may terminate the membership after the first 3 months granted hereunder by providing the other party with a minimum of thirty (30) days’ advance written notice. No monthly fee will be prorated by X-Golf.

3.3. **Term.** The Membership will automatically renew on a month-to-month basis. After twelve (12) months, X-Golf shall be permitted to increase the monthly fee to the then current market rate.

3.4. **Termination.** Notwithstanding the foregoing, X-GOLF may put an end to these T&Cs immediately upon notice to Member notice in the event (i) Member becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (ii) Member is in breach of its obligations hereunder which cannot be cured or which X-GOLF has given Member notice to cure and which Member has failed to cure within fifteen (15) days after the date of such notice, or (iii) Member’s conduct, or that of someone at the Premises with its permission or invitation, is in violation X-Golf’s rules of conduct.

3.5. **Collection Fees & Interest.** In the event of default, Member shall be responsible for all collection fees associated with the collection of the unpaid balance. In addition, Member shall be responsible to pay interest on the total unpaid balance Member owes to X-Golf at the lower of the following interest rates: (i) 10% per annum, or (ii) the maximum allowable interest rate by law.

3.6. **Automatic Renewal Policy.** Memberships will automatically renew on a month-to-month basis. These memberships will continue until cancellation by the Member in accordance with these T&Cs, the charges will be made to Member’s credit or debit card and the amount may change in accordance with these T&Cs, the length of the renewal is indefinite, and there is no minimum purchase amount.

4. **Liability.** To the maximum extent permitted by applicable law, X-Golf is not liable to Member in respect of any loss or damage Member suffers in connection with its Membership, with the services or the Premises unless X-Golf has acted deliberately or grossly negligent in causing that loss or damage. X-Golf is not liable for any loss as a result of X-Golf’s failure to provide a service as a result of mechanical breakdown, strike, termination of X-Golf’s interest in the Premises. X-GOLF WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL X-GOLF’ AGGREGATE LIABILITY EXCEED ONE MONTH OF MEMBERSHIP FEE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF X-GOLF IS APPRISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF ANY SPECIFIC REMEDY SET FORTH HEREIN.

5. **Notices:** All notices pertaining to these T&Cs must be in writing to the Premises.

6. **Compliance with Law.** Member shall comply with all relevant laws and regulations in the conduct of its business and use of the Premises. Member shall not do anything that may interfere with the use of the Premises by X-Golf or by others, cause any nuisance or annoyance, increase the insurance premiums that X-Golf has to pay, or cause loss or damage to X-Golf (including damage to reputation) or to the owner of any interest in the Premises.

7. **Applicable Law:** These T&Cs are interpreted and enforced in accordance with the laws of the State of California without reference to its choice of law provisions. The parties accept the exclusive jurisdiction of the courts of El Dorado County, California. If any provision of these T&Cs is held void or unenforceable under the applicable law, the other provisions shall remain in force. Member agrees to pay all costs (including legal fees) X-Golf incurs in enforcing these T&Cs.

Member Name:

Signature:

Email Address:

Phone Number: