

CUBANO ROOM

MEMBERSHIP AGREEMENT

The Cubano Room (CR) is a private membership lounge open to adults aged 21 and older.

It is the intent of the CR to limit its rules and regulations to the minimum required for the mutual enjoyment of the CR by all of its members. It is also the obligation of the CR to enforce these rules and regulations for the good of all members.

It is the duty of the members to know the CR rules and regulations and to cooperate with the CR's board in the enforcement thereof. Failure to comply with the terms and conditions of membership may lead to termination of membership at the sole discretion of the CR board.

CR grants to you a revocable and non-transferable membership subject to the terms of this agreement and the terms set forth in the CR membership application. CR has the right to revoke your membership without notice and will not be obligated to refund any membership fees.

By entering into this agreement, the parties agree to the following terms:

1. Payment for membership is due upon signing of this agreement and is non-refundable and non-transferable. The initiation fee is \$5,000 with monthly dues of \$325 per month.
2. The membership monthly dues will be charged to the method of payment submitted with the membership application on the 1st of each month, unless written notice of cancellation is received by the CR 30 days prior. Membership privileges may be suspended or revoked for non-payment of fees.
3. CR reserves the right to revoke the membership of any person in violation of membership policies, rules, or for misconduct.
4. Cell phones are permitted in the CR with the following stipulations: a) phones should be set to the quietest ring setting or vibration mode; b) phone conversations should be limited to no more than five minutes; and c) the member's voice level should remain low throughout the conversation. Be considerate and aware of other members.
5. Member may bring three guests per member visit to the CR with payment of a \$25.00 guest fee per guest per visit; guests are the responsibility of the member and must be accompanied by the member. An individual may be a guest a total of 12 times per year, regardless of their member host. Spouse guests may accompany member free of charge.
6. Member agrees not to store any illegal products/items at the CR and acknowledges that doing so will be grounds for immediate termination of membership and all membership rights and forfeiture of any and all rights/claims to a refund of membership fees. Further, member hereby agrees to indemnify CR for any liability and legal fees incurred by the CR as a result of such illegal storage and/or activity.
7. To avoid the potential for agricultural pest infestation (e.g. Tobacco beetle) of cigars stored in the room's private lockers, all cigars shall be inspected by a member of the room's board of directors before being placed in a member's locker.

8. CR reserves the right to access without notice any private locker for the purpose of maintenance, inspection, and/or in the event there is risk of damage to property.
9. Hours are posted and set; however, cr reserves the right to change any and all such hours with notice to its membership. Cr closes for the Memorial Day, Labor Day weekends. CR is open for all other holidays, but may opt to close for additional holidays at any time.
10. Member shall abide by CR's dress code, which is smart casual attire or higher (business casual, professional, formal, etc.). The CR defines smart casual attire as neat and presentable collared shirts, casual pants, knee-length shorts, and shoes. Tank tops, sweat suits or jogging suits, lycra or spandex garments, ripped or frayed clothing and/or footwear and similar apparel are not permitted. Members and their guests are asked to respect the sensibilities of other members by striving to uphold standards of dignity and good taste in wardrobe selections.
11. CR has zero tolerance for underage consumption of alcoholic beverages; members and their guests must be at least 21 years of age.
12. Damage to CR furniture or fixtures as a result of member carelessness or disregard shall be replaced or repaired at member's expense. The membership is encouraged to report such damage to the cr.
13. Membership privileges may be suspended or revoked for failure to abide by and adhere to any of the rules, regulations, and policies set forth by the cr.
14. CR reserves the right to refuse service and/or access to the premises to any member/guest.
15. CR reserves the right to modify this agreement at any time. Membership will receive notice of such modifications.

Limitation of liability

The undersigned hereby acknowledges that the use of CR's facility and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself and my guests sustained while using CR or in any event or activity incident to membership in CR. I understand that I am relieving CR, its affiliates, successors, and assigns and their respective directors, officers, partners, shareholders, members, employees, and agents from any and all loss, cost, claims, injury, damages, or liability sustained or incurred by me and my guests in connection with membership in CR and use of CR's facility. Neither CR nor its proprietors shall be liable for any damages of any kind arising from or relating to this agreement, my CR membership, or use of the CR facility. Whether in contract or tort or otherwise, any aggregate liability shall be limited to actual direct or indirect damages that can be proved up to an amount not to exceed \$500.

Impossibility & legality

In the event the operation of this room becomes impossible or impractical due to changes in the legalities associated with the operation of a cigar room or establishment that permits smoking in the city of Newport Beach or other circumstances out of CR's control, CR shall not be liable for any portion of any initiation fees paid and any and all such claims to refunds or prorated portions of a refund are hereby and forever waived by execution of this agreement.

Entire agreement

This agreement, in conjunction with the membership application, shall constitute the entire agreement between you and CR regarding your membership and the duties and obligations of all parties associated therewith, and it shall supersede any and all prior negotiations, representations, warranties, undertakings, or agreements, written or oral, between the parties.

Severability

To the maximum extent possible, each provision of this agreement shall be interpreted in such manner as to be valid and enforceable under applicable law. If any provision of this agreement is held to be invalid or unenforceable under applicable law, such provision shall be modified so as to be rendered valid and enforceable while implementing, to the maximum extent possible, the original intent of such provision. If such modification is not possible or allowed, then such provision shall be ineffective only to the extent of such unenforceability or invalidity without affecting the remainder of such provision or any other provisions in this agreement.

Choice of law

In the event litigation is required based on the terms of this agreement, the parties hereby agree that any and all such litigation will be filed in the county of orange and this agreement and transaction shall be governed by the laws and regulations of the state of California.

Waiver & release

In exchange for membership in the Cubano Room (CR), i hereby provide the following:

- 1) I recognize that there are certain risks associated with activities that take place at the CR, including, but not limited to, the effects of cigar smoking and secondhand smoke present in the CR;

- 2) I hereby waive and release any and all claims for my heirs and myself and agree to hold harmless CR from and against all actions, demands, liabilities, suits, costs, and expenses, including attorney fees and claims, both known, unknown, and unrecognizable, for negligence arising out of the use of the facilities, participation in CR events, and my membership in the CR; and

- 3) I have carefully read and agree to the terms and policies set forth in the CR membership application and membership agreement as it now exists and as it may be amended in the future.

I have received, read, and agree to abide by the rules and regulations set forth in this agreement and the membership application.

Member name: _____

(please print)

Member no. _____

Signature: _____

Date: _____

For Office Use

Hereby approved and accepted by Cubano Room, LLC.

Signature: _____

Date: _____