



GolfCave, LLC Membership Agreement

(We use the words *you* and *your* to mean the Buyer or Member. The words *we* and *our* refer to GolfCave.)

You have purchased a month to month membership. Your first payment will be due today and following payments will be due on, before, or after the same day each month hereafter until your membership is cancelled or terminated in accordance with this agreement (“Term”).

Membership Description and Payment

GolfCave Membership- 2 hours access in the golf simulator/month at \$85/month.

Membership entitles you to two (2) hours of Simulator Time per month during the Term of your membership. Each one (1) hour simulator session allows you to use GolfCave simulators for 1 hour by appointment. Your membership status must be active and your payment status current in order to redeem any membership services including simulator hours. You may accrue unused simulator hours for a maximum of 25. Unused hours may be transferred to others with your permission and for a \$10 transfer fee per transferred hour. If caves are booked simultaneously using your hours, than the additional cave is considered a transfer and will be charged \$10 per hour for the additional cave. Members cannot book more than four (4) hours per day. Members can book up to 14 days in advance. In the event your primary GolfCave location closes or relocates, you may use any accrued simulator hours at any other GolfCave facility. **In no event shall GolfCave have any obligation to refund any portion of your membership fee on account of any unused membership hours.**

Your one time Initiation fee of \$150 plus \$9.94 (NJ 6.625% sales tax) equaling \$159.94 is due today with your first month fee of \$85.

Total amount due today: \$244.94 (\$159.94 initiation fee + \$85.00 monthly fee).

By signing electronically, or in person, I authorize GolfCave to charge the payment method used during the membership purchase process. Monthly fees will be withdrawn/charged on, before, or after the same day of each month. Additionally, I authorize GolfCave to charge my credit card on file in lieu of presenting it for any additional services received.

You may continue to redeem your simulator hours as long as your membership is active and your payment status is current. We reserve the right to terminate or deny re-enrollment for an indeterminate



amount of time if a customer has an unsatisfactory payment history. IF THIS MEMBERSHIP ACCOUNT BECOMES DELINQUENT AND IS NOT PROPERLY CANCELLED, THIS ACCOUNT WILL BE REFERRED TO COLLECTIONS AND BUYER AGREES TO PAY ALL REASONABLE COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES.

Inappropriate behavior from Members will not be tolerated in any matter. We have the right to refuse or discontinue service at any time for any reason. You agree to follow all rules, regulations, and general GolfCave etiquette. Violation of rules, regulations, and general GolfCave etiquette may result in indemnification, suspension or cancellation of your membership. You will be responsible for payment in full of any unpaid and due amounts upon revocation of membership. We reserve the right to change rules, regulations or pricing at any time upon reasonable notice. In addition, GolfCave cannot be responsible for lost or stolen articles.

You may cancel your simulator session appointment with no charge with at least 24 hours notice of your appointment. Appointments cancelled less than 24 hours in advance will be charged in full.

Termination/Cancellation of Membership.

You may cancel this membership upon 30 day advance email notice to info@golf-cave.com. Upon emailing your cancellation notice, you are billed one more time and have a month from your last billing to use any remaining hours. GolfCave may cancel this membership upon 30 day advance notice to you. You are responsible for any and all membership fees incurred until your membership is cancelled in accordance with the terms of this agreement. All cancellations and refunds under this section are effective upon the date of approval by GolfCave with the proper documentation. Upon termination or cancellation of your membership, all unredeemed simulator hours will expire one month after your last billing. If your membership is terminated or cancelled, and then reactivated at a later time you may be charged a reactivation fee.

GolfCave Key Card Access.

As a member of GolfCave, you are entitled, for an additional fee, to participate in the GolfCave Key Card Access program (the "CaveCard Program"). Purchasing a CaveCard is considered acceptance of the CaveCard program. You can elect to participate in the CaveCard Program, either at the time this agreement is executed or at any time during the Term of your membership. The CaveCard program entitles the member to participate in activities at a GolfCave facility outside of normal business hours, at a time when NO GolfCave employees are present at the GolfCave facility. I understand that the physical CaveCard that is issued is NON-TRANSFERABLE and may not be used by anyone else other than me. In the event your CaveCard is lost or stolen, you agree to report to us that your CaveCard was lost or stolen as soon as possible after such event occurs. There is a \$25 fee to replace a lost or stolen CaveCard. Should you elect to participate in the CaveCard Program, you understand that any additional



hours purchased that are not covered by credits on your account will be charged at the current member additional hourly rate to the credit card on file for your GolfCave membership. GolfCave reserves the right to round up to the nearest hour if time in the cave exceeds booked time.

Additional Merchandise and Services.

We agree to sell and you agree to purchase the membership, goods, and services described herein. You agree to pay us for the membership, goods and services according to the payment schedule then in effect at the time of purchase.

Assignment.

We may assign or transfer this Agreement or any of our rights under this Agreement without notice to you, except as otherwise required by law. Your rights or obligations under this Agreement cannot be assigned by you to anyone else without our prior written consent.

Waiver of Liability.

You either have or will agree to sign a waiver of liability and you understand and voluntarily accept any risks associated with being at GolfCave facilities.

Arbitration.

All disputes, claims, questions, or differences arising from, relating to or in connection with this Agreement or my participation in any activity at or presence at a GolfCave facility, including, without limitation, the enforceability or applicability of all or any portion of this Agreement, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its then current Consumer Arbitration Rules by a single arbitrator. The place of arbitration shall be in New Jersey. The arbitration shall be governed by laws of the State of New Jersey. I understand that the decision of the arbitrator shall be final, binding and conclusive upon me and GolfCave, LLC. Each party to the arbitration shall bear its own fees and expenses and the parties shall equally share the filing and other administrative fees of the AAA and the expenses of the arbitrator. The arbitrator shall not have the power to award any consequential or punitive damages. Judgment upon an award may be entered in any court having competent jurisdiction. I agree to hold the existence, content and result of the arbitration in confidence, except to the limited extent necessary to enforce a final settlement agreement or to obtain or enforce a judgment on an arbitration decision and award.



TERMS & CONDITIONS

We will make our best effort to process all of your payments properly. However, we shall incur no liability if we are unable to completely process any of your payments.

Any circumstances beyond our control, such as but not limited to fire, flood, acts of war, terrorism, or other interference from an outside force, that prevent the proper execution of the transaction shall not be the our responsibility or result in our liability to you, or impact your obligation to perform your obligations of this agreement, and we have taken reasonable precautions to avoid these circumstances.

We reserve the right to collect at any time any previous outstanding membership balances or balances for any other services that have not been satisfied. If outstanding payments are not satisfied by Member, we reserve the right to terminate this agreement and revoke any unused simulator hours immediately from the Member's account.

For purposes of identification and billing, you agree to provide us with current, accurate, complete and updated information including your name, address, telephone number and applicable payment data. You have the right to receive a notice of change in the event that any changes to the terms and conditions of your membership are implemented that will vary the amount to be periodically billed to your account as specified in the Membership Description and Payment Options sections of this agreement. We will send you a notice of change at the mailing address we have on file for you, at least ten days prior to the effective date of such change. Except as expressly provided herein, we may modify our services or the terms and conditions of this Agreement at any time without notice and such modifications shall be deemed effective immediately upon making such changes.

We reserve the right to modify our hours of operation from those posted due to inclement weather or any other reason.

We reserve the right to block off certain times for tournaments, leagues, contests, and events.

You may freeze your membership in the event of travel or injury which would make you unable to use the facilities for at least 30 days and no more than 3 months. A freeze request form must be completed and approved.

Member cannot use accumulated hours to book events.

Member cannot give lessons at GolfCave.



RULES & REGULATIONS

and

GENERAL POLICIES & PROCEDURES

PLEASE READ CAREFULLY. ALL OCCUPANTS OF GOLFCAVE ARE REQUIRED TO READ AND UNDERSTAND OUR RULES. IF YOU HAVE ANY QUESTIONS, PLEASE ASK.

Safety first

Players play with real golf balls and real golf clubs. While at GolfCave, hitters should be aware of their environment and those around them before taking a shot to make sure the area is clear of any other person. Guests at GolfCave should always stay clear of the hitting area so that a swing does not accidentally hit them. **GolfCave is not liable for any harm or injury caused by participants at GolfCave.**

You may NOT use old/dirty or marked up golf balls of any kind

You must play with golf balls provided by GolfCave or you may use your own golf balls provided they are new and clean, use of old/dirty golf balls or use of balls with markings on them of any kind will leave marks on the screen and potentially damage the screen.

You must use the plastic Tee's provided by GolfCave

You must use the plastic Tee's provided by GolfCave when hitting off a tee, you may NOT use wooden tees as they break and could damage the screen if they were to strike it after a hit.

Do not touch the screen

Please do not touch the hitting screen. It is made out of a proprietary material and is designed to absorb the impact of a golf ball going over 200 MPH. Touching the screen will deposit body oils and potentially other dirt or substances that may be on your hands.

The only items that should be hit or thrown at the screen are golf balls

Do not hit or throw any item at anything other than the screen at GolfCave. If you cause damage of any kind by throwing a golf ball you will be responsible for that damage and the cost of repair.



Food and beverages

You may bring your own food and/or beverages into GolfCave, you are responsible for not leaving a mess and notifying staff immediately of any spillage or mishap that may be caused by your food or beverage while at GolfCave. You must take out anything you bring into GolfCave including all food and beverage cans, bottles, containers, etc.

No smoking

There will be no smoking of any kind allowed at GolfCave.

Surveillance

It is our obligation to inform you that these premises are monitored by video surveillance cameras for the protection of our guests and our facility.

No dress code

Play golf in your jeans. No golf course attire required. However, clean shoes and sneakers are required as not to damage GolfCaves' hitting and putting surfaces. No metal spikes.

CaveCard Program

No more than 4 people, including you, are allowed in the GolfCave at any one time. You cannot use more than one simulator at a time without request.

You, as the CaveCard holder, must be present when the CaveCard is being used. Remember to swipe your CaveCard when you leave the GolfCave and your session is over.

“Bring your Own Bottle” is not permitted after 10:00 p.m. in order to abide by the Division of Alcoholic Beverages Control laws. New Jersey’s BYOB law permits only wine and malt alcoholic beverages to be consumed, thus, patrons may not bring *distilled* beverages.

In conclusion

The equipment and electronics at GolfCave are extremely expensive. Our main objective is for you to have fun and improve your golf game. If you disregard or violate the Rules and Regulations, or in general, act without regard for the value of the equipment in the facility, you will be responsible for the damage and repair or replacement of the items you damage. No refund will be issued to you.

Most Importantly, HAVE FUN!



Miscellaneous.

This Agreement constitutes the entire agreement between you and GolfCave. This agreement cannot be amended except in writing executed by both parties.

Your electronic or physical signature indicates your agreement to be bound by the Terms and Conditions, Rules and Regulations, and General Policies and Procedures, which are included in this Agreement and/or available for review at any GolfCave facility. All persons signing this Agreement are equally responsible for paying any unpaid membership or service balances in full.

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS AGREEMENT BEFORE SIGNING IT ELECTRONICALLY OR PHYSICALLY. IF YOU WOULD LIKE A COPY OF THIS AGREEMENT, YOU CAN PRINT OUT ONLINE.

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS AGREEMENT.

I AGREE: (by reading the above and purchasing a membership either online or in person, you acknowledge and agree to all the terms and conditions of the membership agreement).

PLEASE SIGN BELOW FOR IN STORE PURCHASE ONLY

Date: _____

Print Name: _____

Signature: _____