



**SYNDICATED CIGAR SOCIETY, LLC
MEMBERSHIP AGREEMENT**

MEMBERSHIP FEES: \$600/YEAR OR \$50/MONTH

Effective Date: _____

Payment (annual/monthly): _____

Name: _____

Address: _____ ZIP _____

Email Address: _____ Phone: _____

Credit card will only be used per authorization by cardholder.

I, _____ give Syndicated Cigar Society, LLC permission to charge this card for \$_____.

Circle One: Visa MasterCard Discover Amex Cash

Card #: _____ Exp Date: _____ CVC Code: _____

Signature/Date: _____



The Syndicated Cigar Society, LLC (SCS) is a private membership open to adults aged 21 and older.

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

It is the duty of the members to know the SCS Rules and Regulations and to cooperate with the SCS'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 SCS Board. SCS grants to you a revocable and non-transferable membership subject to the terms of this Agreement and the terms set forth in the SCS Membership Application. SCS 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 annual fee for full membership is indicated above.
- 2) The term of this Membership Agreement is one year from its execution and will automatically renew with Member's annual membership renewal. The membership fee will be charged to the method of payment submitted with the Membership Application on Member's renewal date unless written notice of cancellation is received by the SCS 30 days prior. Membership privileges may be suspended or revoked for non-payment of fees.
- 3) SCS reserves the right to revoke the membership of any person in violation of membership policies, rules, or for misconduct.
- 4) Member shall abide by SCS's dress code for all events, which is smart casual attire or higher. The SCS defines smart casual attire as neat and presentable. 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.
- 5) 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 SCS.
- 6) SCS 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 ATTENDANCE AT SCS EVENTS 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 AT AN ACTIVITY INCIDENT TO MEMBERSHIP IN SCS. I UNDERSTAND THAT I AM RELIEVING SCS, 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 SCS.

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Member Initials _____

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IMPOSSIBILITY & LEGALITY

In the event the operation of this Club becomes impossible or impractical due to changes in the legalities associated with the operation of a cigar club or establishment that permits smoking in the City of Roanoke or other circumstances out of SCS's control, SCS shall not be liable for any portion of any annual fees paid in advance 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 SCS 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.

WAIVER & RELEASE

In exchange for membership in the Syndicated Cigar Society, LLC (SCS), I hereby provide the following:

- 1) I recognize that there are certain risks associated with activities that take place at the SCS, including, but not limited to, the effects of cigar smoking and secondhand smoke present in the SCS;
- 2) I hereby waive and release any and all claims for my heirs and myself and agree to hold harmless SCS 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 SCS events, and my membership in the SCS; and
- 3) I have carefully read and agree to the terms and policies set forth in the SCS 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: _____ MEMBER NO. _____

SIGNATURE: _____ DATE: _____

HEREBY APPROVED AND ACCEPTED BY SYNDICATED CIGAR SOCIETY, LLC.

SIGNATURE: _____ DATE: _____

TITLE: _____

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