



## MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is between Monaco Motorsports LLC (doing business as "Redline Restorations") (the "Lounge" or "Seller") and the undersigned applicant ("Member" or "Member"). This Agreement includes and incorporates by reference (i) the provisions on the face of this Agreement, (ii) the attached Membership Agreement Terms and Conditions, (iii) the attached Guidelines of the Club as now in effect and as amended by the Club from time to time, and (iv) such rules and regulations as may be posted at the Club from time to time.

MEMBER INFORMATION	Connecticut state CONSUMER'S RIGHT TO CANCELLATION		
NAME	<p>YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE DATE OF THIS AGREEMENT. NOTICE OF CANCELLATION SHALL BE IN WRITING SUBSCRIBED BY YOU AND DELIVERED IN PERSON OR MAILED BY REGISTERED OR CERTIFIED UNITED STATES MAIL TO REDLINERESTORATIONS 2475 FAIRFIELD AVE, BRIDGEPORT C.T 06605. ATTN: HOSPITALITY. SUCH NOTICE SHALL BE ACCOMPANIED BY YOUR COPY OF THIS AGREEMENT, AND ANY OTHER MEMBERSHIP DOCUMENTS PREVIOUSLY DELIVERED TO YOU. ALL MONIES PAID PURSUANT TO THIS AGREEMENT SHALL BE REFUNDED WITHIN FIFTEEN (15) BUSINESS DAYS OF RECEIPT OF SUCH NOTICE OF CANCELLATION. IF YOU HAVE EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE HEALTH CLUB SERVICES, ANY SUCH NEGOTIABLE INSTRUMENT BY YOU SHALL ALSO BE RETURNED WITHIN FIFTEEN (15) DAYS. SEE SECTION 3 OF THE MEMBERSHIP AGREEMENT TERMS AND CONDITIONS FOR ADDITIONAL CANCELLATION PROVISIONS.</p> <p>NOTICE TO MEMBER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED.</p> <p>By signing below, you agree that you have read, understood and received a complete copy of this Agreement. You agree to be bound by the Membership Agreement Terms and Conditions, the Guidelines of the Lounge, and such rules and regulations as may be posted at the Lounge from time to time, all of which are incorporated by reference in this Agreement. This Agreement will become effective when signed by you and accepted by the Lounge.</p>		
DATE OF BIRTH			
E-MAIL			
ADDRESS			
CITY		STATE	ZIP
EMPLOYER			
HOME PHONE		WORK PHONE	
MOBILE PHONE			
EMERGENCY CONTACT		PHONE	
HOW DID YOU HEAR ABOUT US?			
<b>MEMBERSHIP TYPE</b>			
MEMBERSHIP TYPE			
REFERRED BY			
START DATE	COMMITMENT END DATE		
TODAY'S PAYMENT	PAYMENT TYPE		
INITIATION FEE	DUES AMOUNT		
<b>AUTHORIZATION FOR PAYMENT</b>			
NAME ON ACCOUNT			
FORM OF PAYMENT			
CREDIT CARD NUMBER			
EXPIRATION DATE			
<b>ELECTRONIC FUNDS AUTHORIZATION</b>			
<p>You, the undersigned, agree that the Lounge will charge you monthly dues payments of _____, plus applicable sales tax beginning on _____. The Lounge will draft your dues payments via Electronic Funds Transfer "EFT" or your designated credit card on file on the same day of each month for the term of this Agreement or until you provide written notice to the Lounge to stop such deductions. Additionally, you agree to pay for any ancillary purchases that are charged to your Lounge membership house-account, and all service charges, late fees, and other amounts due under this Agreement by draft via "EFT" or your credit card on file.</p>			
<b>TERM OF AGREEMENT</b>			
<p>This Agreement requires a minimum term of _____ paid months, from the Start Date to the Commitment End Date written above. After the Commitment End Date, your membership will continue and you will be charged on a month-by-month basis at then applicable dues rates until you cancel in accordance with Section 3(a) of this Agreement. You understand that this Agreement cannot be canceled before the Commitment End Date written above, except as specifically provided for in this Agreement. Initial _____</p>			
<p>MEMBER SIGNATURE _____</p> <p>DATE _____</p> <p>LOUNGE SIGNATURE _____</p> <p>DATE _____</p>			

## MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

1. **MEMBERSHIP:** Your membership is a contractual privilege to use the Lounge facilities, equipment and services, and participate in Lounge sponsored activities, programs and events (collectively the "Lounge Facilities") offered from time to time by the Lounge to your type of membership during the Lounge's published hours of operation. The Lounge reserves the absolute right without notice to add, change or eliminate any Lounge Facilities or membership types and to change its hours of operation. Your membership does not entitle you to any interest or ownership in the Lounge or its property and confers no right to participate in the management or operation of the Lounge. The membership types, the amount of initiation fees, dues and other charges payable by the members, the suspension and termination of members, and all other matters affecting or relating to your membership shall be in the Lounge's sole discretion.
2. **PAYMENTS:**
  - (a) **Membership Payments.** You agree to pay the initiation fee and monthly dues rate set forth on the front of this Agreement. Monthly dues and house charges shall be debited from your account through electronic funds transfer system on a monthly basis and reflect the current month's dues and the prior month's charges. Except as stated in this Agreement, all membership fees, dues and other payments are nonrefundable. You shall not be relieved of your obligations to make any such payments and no deduction or refund of dues shall be made for your failure to attend or use the Lounge Facilities due to vacation, travel, or other personal commitments.
  - (b) **Adjustment to Dues Rates and Other Fees.** Monthly dues rates, charges and fees for services are subject to change, as deemed necessary by the Lounge. The Lounge may increase monthly dues rates by providing you with a minimum of thirty (30) days written notice. If you have a twelve (12) month paid commitment, the Lounge will not change the monthly dues rate during such initial twelve (12) month period.
  - (c) **Service Charges and Late Fees.** If any payment to the Lounge, including by check, charge or bank draft, is not honored, or if your account is past due, the Lounge shall have the right to the following remedies, in addition to any other legal or equitable rights: (1) assess a service charge of \$30.00 for each dishonored transaction and require reimbursement for cost collection; (2) assess a late fee of \$20.00 for all past due accounts; (3) collect the current and past due balance in any subsequent months; and/or (4) suspend or terminate this Agreement. The Lounge reserves the right to change these service fees and late fees at any time. All payment disputes must be submitted in writing to the Lounge within 120 days of the disputed charge, to the extent permitted by law. The Lounge may transfer this Agreement to a collections agency, and you will be obligated to pay any collection and/or legal costs incurred by the Lounge in enforcing this Agreement.
3. **CANCELLATION:**
  - (a) **Additional Rights to Cancellation.** After the initial (3) three-day cancellation period set forth on the front of this Agreement, you or your estate may also cancel this Agreement for any of the following reasons: (1) if upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of three (3) months; (2) if you die, in which case your estate shall be relieved of any further obligation for payment under this Agreement not then due and owing; (3) if you move your residence more than five (5) miles from any Lounge operated by the Lounge (you must provide proof of new residence); or (4) if the services of the Lounge cease to be offered as stated in this Agreement. Written notice of cancellation setting forth the reason for cancellation under this section shall be delivered in person or sent by certified or registered United States mail to the Lounge at the address in this Agreement. If your cancellation is due to a physical disability, written verification from a licensed physician must accompany your notice of cancellation. All monies, excluding the initiation fee, paid pursuant to this Agreement canceled for any of the above reasons shall be refunded within fifteen (15) days of receipt of such notice of cancellation; provided that, the Lounge may (A) retain the expenses incurred and the portion of the total price representing the services used or completed; and (B) demand the reasonable cost of goods and services which you have consumed or wish to retain after cancellation of this Agreement. In no instance shall the Lounge demand more than the full contract price from you. If you have executed any credit or loan agreement to pay for all or part of the health club services, any such negotiable instrument by you shall also be returned within fifteen (15) days. Any reinstatement of a membership that is terminated, expired or canceled will require payment of a \$50.00 reinstatement fee.
  - (b) **Cancellation by Member.** You may cancel your membership at any time after the paid commitment period indicated on the front of this Agreement, by giving the Lounge thirty (30) days advance written notice. Such cancellation shall be **deemed effective on the first day of the calendar month following the expiration of the 30-day notice period** and all outstanding dues and charges have been paid to the Lounge. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. If you prepaid your membership dues or other charges, and are eligible to cancel your membership before the end of the prepaid period, the Lounge will refund prepaid amounts only for unused membership time. Any amounts due by you will be deducted from any refund due to you. If you cancel during your paid commitment period, you will remain responsible for paying dues for the remaining commitment period. Until you provide written notice of cancellation as stated above and make all outstanding payments, you will continue to be charged monthly dues.
  - (c) **Cancellation by the Lounge.** The Club may suspend or cancel your membership at any time for (1) failure to pay your monthly dues and other charges when due; (2) any other breach of this Agreement; or (3) any violation of the Guidelines or other rules and regulations of the Lounge. The Lounge also has the right to cancel your membership at any time without cause. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. No refunds shall be made for membership dues and other charges

except as specifically provided for in this Agreement. If your membership is terminated for cause, the Lounge reserves the right to retain the unused portion of any prepaid amounts made by you.

4. **GUIDELINES, RULES, AND REGULATIONS:** You agree to abide by the attached Lounge Guidelines, and all rules and regulations of the Lounge, as the same may be amended from time to time at the Lounge's sole discretion. Any member who, in the sole determination of the Lounge, violates the Lounge's Guidelines, rules or regulations, or is loud, offensive, uses profanity, harasses, is bothersome to other members, residents, guests or employees or otherwise behaves in an inappropriate or unbecoming manner, may be suspended or terminated by the Lounge.
5. **MEMBER'S HEALTH WARRANTY:** You represent that you are in good health and have no disability, impairment, injury, disease or ailment, preventing you from engaging in exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. You assume full responsibility for your use of the Lounge Facility and shall indemnify the Lounge, its affiliates, agents and employees, against any and all liability arising out of your use of the Lounge Facilities. A physical exam by your physician is recommended before commencing any exercise program and especially if you are elderly, pregnant, or unaccustomed to physical exertion.
6. **ACKNOWLEDGEMENT OF RISK:** You, on behalf of yourself, and any dependent(s) and guests, represent that, you understand that engaging in physical exercise and the use of the Lounge Facilities includes an inherent risk of minor or major life threatening injury to persons and property, and death. You understand that risk of injury to persons and property includes, but is not limited to, injuries arising from or relating to (a) the use by you, your dependent(s), guests or others of exercise equipment, locker rooms, wet areas and other Lounge Facilities; (b) participation by you, your dependent(s), guests or others in any supervised and unsupervised activities, programs, classes, events on or off the Lounge premises, including any the Lounge sponsored activities and events; (c) any personal training, instruction, supervision or dietary recommendations by the Lounge or its staff; (d) medical disorders that may occur from use of the Lounge Facilities such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons and ligaments among others; (e) accidents that may occur anywhere in or around the Lounge (including common areas, fitness areas, locker rooms, steam rooms, pool areas, saunas, etc.) or while participating in activities or events sponsored by the Lounge or while traveling to or from the Lounge; and (f) theft or loss of property while using the Lounge Facilities. Accidental injuries include those caused by you or by other persons and those, for example, of a slip and fall nature. You, your dependent(s) and guests agree to use due care when using any the Lounge Facilities and/or when participating in any Lounge sponsored outside activities and events.
7. **DAMAGE TO PROPERTY:** You understand and agree that the Lounge is not liable for loss, damage or theft of your personal property or that of your guests while in or on the Lounge Facilities. You shall be responsible for any and all damage to any Lounge property caused by you, your guests or your dependent children.
8. **INDEPENDENT CONTRACTORS:** From time to time the Lounge will make available to you and your guests the services of independent contractors. The Lounge does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to you or your guests for any period of time, and hereby disclaims all liability arising out of such services.
9. **SEVERABILITY.** If any provision or any part of any provision of this Agreement is held unenforceable, such provision or portion thereof, shall be severed from this Agreement, and such unenforceability shall not affect the other provisions of this Agreement.
10. **NOTICES:** Please remember to inform the Lounge Hospitality Desk of any address or payment changes. Any notice given under this Agreement, shall be considered delivered when mailed to your address listed on the front of this Agreement or as later changed by written notice to the Lounge. Any notice you send to the Lounge shall be considered delivered only when received by the Lounge.
11. **ASSIGNMENT:** The Lounge may assign this Agreement in its sole discretion. You may not assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.
12. **COUNTERPARTS:** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be exchanged by fax or electronic means (e.g., PDF), all of which shall be binding.
13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any discussions, offers, proposals, agreements or promises with respect thereto. This Agreement may be modified only by a written amendment signed by you and the General Manager. Employees are not authorized to make any independent agreement.
14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. All actions arising under this Agreement shall be exclusively brought in a state or federal court in the City of Bridgeport.
15. **ATTORNEYS' FEES.** If any action, suit, or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of such party's reasonable fees and expenses, including attorneys' fees and expenses incurred in connection with such action. This section shall not be deemed to provide for the award of attorneys' fees for personal injury, or non-contractual claims.