

Cigar Lounge Membership Application

Platinum Membership with Large Locker: \$650/year or \$65/ month Gold Membership with Locker: \$500/year or \$50/month Silver Membership without Locker: \$300/yr or \$30/month

| Locker #: | Door Key # |
|----------------------|--|
| Effective Date: | |
| Membership Type: | With Locker Without locker |
| Payment (annual/m | onthly): |
| Name: | |
| | _ZIP |
| Email Address: | Phone: |
| Credit card will onl | y be used per authorization by cardholder. |
| I, | give ZT Cigars, Inc. permission to charge this card for \$ |
| Circle One: Visa | Mastercard Discover Amex Cash |
| Card #: | Exp Date: |
| CVC Code: | |
| Signatura/Data: | |



MEMBERSHIP POLICIES AND AGREEMENT

IT IS AGREED UPON THAT ALL TOBACCO CONSUMED ON THE PREMISES SHALL BE PURCHASED FROM ZT CIGARS, INC., UNLESS BRAND IS NOT CARRIED.

Your Club membership includes:

- 1. Full access of the Member's Lounge during normal business hours, by appointment, reservation, or invitation.
- 2. Guest Policy: Two (2) guests per calendar month at no additional cost. All additional guests shall pay \$10.00 each per day. The same person cannot be a guest more than twice per month without becoming a member. All guests must sign in with a ZT Cigars, Inc. employee prior to entering the lounge. Spouses are exempt and will be considered a Club Member.
- 3. The lease of a humidor locker (Platinum & Gold Members only).
- 4. 10 % discount on cigars and cigar accessories.
- 5. First option to purchase allocated cigars or limited production cigars.
- 6. Members will enjoy special events such as cigar samplings, pre event parties, and member's only events.
- 7. Private Lounge will be available for rent for private events.

| NAME/LOCKER No: | | | |
|-----------------|--|-------|--|
| | | | |
| SIGNATURE: | | DATE: | |



BY SIGNING THIS MEMBERSHIP CONTRACT, YOU AGREE TO THE FOLLOWING TERMS AND POLICIES:

- You are over the age of 21.
- Payment is due upon signing and is nonrefundable and is nontransferable. Partial month will be prorated, with the start date as of the first of the next month.
- It is agreed that all tobacco consumed on the premises shall be purchased from ZT Cigars, Inc.
- Monthly term membership dues will automatically be processed the first day of each month for a twelve-month period via on file credit card.
- You can store cigars purchased from ZT Cigars, Inc. and any other products so long as they do not violate any Federal, State, or local laws. Brands not sold at ZT Cigars, Inc. may also be stored once inspected and cleared by a staff member.
- You assume full responsibility for the contents of your locker. ZT Cigars, Inc. does not insure, nor is it responsible for any contents stored in the lockers.
- You will be issued a key for your locker, and it must be returned upon termination of membership. There will be a \$20.00 charge for lost keys.
- ZT Cigars, Inc. has the right to access any locker at any time necessary by ZT Cigars, Inc. Staff or by law.
- Management reserves the right to close the lounge on occasion for any purpose or function.
- Management reserves the right to open the lounge to the public for any purpose or function.
- Management reserves the right to suspend or revoke a membership for non payment of bill, breach of contract, misconduct, or failure to adhere to any of the rules, regulations, and policies set forth by ZT Cigars, Inc.
- ZT Cigars, Inc. reserves the right to suspend access to any locker for 30 days due to non-payment. If non-payment exceeds 60 days, ZT Cigars, Inc. reserves the right to seize contents of locker and terminate membership.
- ZT Cigars, Inc. reserves the right to refuse service and/or lounge access to any person.

| NAME/LOCKER NO: | | |
|-----------------|-------|--|
| | | |
| SIGNATURE: | DATE: | |



Waiver, release and indemnification agreement

In consideration for ZT Cigar Lounge to grant membership, I agree to the following:

I recognized that there exists certain risks inherent in the various activities at ZT Cigar Lounge, including the risks associated with smoking and I freely assume all risks, including unforeseen or unexpected risks.

I waive all claims for my heirs and myself; I agree not to sue ZT Cigars, Inc. and further agree to release and hold harmless ZT Cigar Lounge from and against all actions, demands, liabilities, suits, costs, and expenses including attorney fees and claims for negligence, arising out of my use of ZT Cigars, Inc.'s facilities or participation in any ZT Cigars, Inc. sponsored events.

I agree to indemnify ZT Cigars, Inc. and pay for all claims brought against ZT Cigars, Inc. for my family or guests. I further agree that I am solely responsible and will promptly pay for all damages incurred to ZT Cigar Lounge caused by my family, my guests, or myself.

I have carefully read and agree to the terms and policies of this membership agreement as it now exists and may be amended in the future. I am aware that direct violation of these rules may result in revocation of my membership.

| NAME/LOCKER NO: _ | |
|-------------------|-------|
| | |
| SIGNATURE: | DATE: |