**Smokey Joe's Cigar Lounge**

**MEMBERSHIP AGREEMENT**

Smokey Joe's Cigar Lounge offers several tiers of membership to men and women who appreciate the pleasures of fine cigars. At our prestigious lounge, club members have the opportunity to entertain clients and friends, conduct business meetings, make new friends and smoke cigars in a friendly and relaxed atmosphere.

It is the duty of the member to know the Terms and Conditions and to cooperate with Smokey Joe’s Management. When you purchase a membership, you are agreeing to the following terms and conditions:

**CLUB GUIDELINES**

* Hours of operation may change at the discretion of management. Additionally, I understand that management reserves the right to close the lounge, on occasion, for any purpose or function.
* I understand that Smokey Joe’s reserves the right to close for two weeks per year for vacation, duct cleaning and general maintenance.
* Management reserves the right to suspend or revoke a membership for non-payment, breach of contract, misconduct, or failure to adhere to the Terms and Conditions, set forth. Upon any such revocation, the contents of my humidor will be returned to me as soon as reasonably practicable.
* Smokey Joe’s Cigar Lounge reserves the right to refuse service and/or lounge access.
* Management reserves the right to modify this Agreement at any time. Members will receive notification of such modifications.
* Upon termination of the membership, I will return my locker key. I understand that Smokey Joe’s Cigar Lounge will keep a spare key. There will be a $25.00 charge for a lost or replaced key.
* Upon termination of membership, all locker contents must be removed within 48 hours or items shall be deemed abandoned and will be disposed of in any manner Management may elect.
* I understand that I will receive bi-weekly text messages from Smokey Joe’s highlighting club activities and important messages; I understand that I can request discontinuance of this service.

**CONDUCT**

* I understand that Smokey Joe’s has been granted a club license by the City of Springfield that permits members to bring their own alcoholic beverages onto the premises. Member acknowledges that the ability to do so is a privilege and Member (and guest(s) if applicable) will consume such alcoholic beverages in a responsible manner. Management reserves the right to request that members (or their guests) stop drinking alcoholic beverages or leave the premises.
* The Club is not responsible for any items left in its refrigerator or elsewhere in the Club, and, under the law, Management reserves the right to remove and destroy any alcoholic beverage not under lock and key if Member is not present.
* I promise not to use illegal drugs or conduct illegal activity within the retail store or lounge.
* I understand that I will be held responsible for my invited guests. **Guests must purchase one (1) cigar as their cover charge.**
* I agree to openly communicate all situations with management (conflicts, cleanliness, special requests).
* I agree to pay a $10.00 cutting fee per visit if I bring cigars purchased elsewhere. Smokey Joe’s will gladly order your favorite cigars. Platinum members can bring cigars from outside.
* Sweat pants, baggy pants, baseball caps (turned sideways or backwards), torn, dirty or frayed clothing are not permitted.

**CONDUCT cont.**

* Each Member is permitted to bring or have delivered to the Club prepared foods for his/her personal consumption. Leftover food will be discarded at the Club’s close each evening.
* I agree to be considerate of other members when using my cell phone.

**LOCKERS**

* I assume full responsibility for the contents of my locker. Smokey Joe’s Cigar Lounge does not insure, nor is it responsible for any contents stored in the lockers. I authorize my locker to be inspected from time to time at the sole discretion of the management.
* I understand that while Smokey Joe's Cigar Lounge will take reasonable measures to maintain the security and climate of my locker, I will hold Smokey Joe's Lounge harmless from and waive any rights or claims that I might have arising out of any loss or damage to any of the items stored in my humidor.

**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 Springfield or State of Massachusetts or other circumstances out of Smokey Joe’s control, Smokey Joe’s 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.

**WAIVER & RELEASE**

In exchange for membership at Smokey Joe’s Cigar Lounge, I hereby provide the following:

1. I am over the age of 21;
2. I recognize that there are certain risks associated with activities that take place at Smokey Joe’s, including, but not limited to, the effects of cigar smoking and secondhand smoke;
3. I hereby waive and release any and all claims for my heirs and myself and agree to hold harmless Smokey Joe’s Cigar Lounge 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 events, and my membership at Smokey Joe’s Cigar Lounge; and
4. I have carefully read and agree to the terms and policies set forth in the 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 AGREEMENT AND APPLICATION.**

MEMBER NAME: \_\_­\_\_\_\_ LOCKER NO.

*(Please Print)*

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:

**SMOKEY JOE’S MEMBERSHIP APPLICATION**

**Name:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_­­­­­­­\_\_\_\_\_\_\_\_\_\_**

**Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cell phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Name and number:\_\_\_­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| --- | --- |
| **Membership Level** | **Black\_\_\_\_\_\_ Bronze\_\_\_\_\_\_ Silver\_\_\_\_\_\_ Platinum\_\_\_\_\_\_**  **Payment is due upon signing and is non-refundable and non-transferable.** |
| **Cash** | **$** |
| **Check** | **Check #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Photocopy Check)** |
| **Credit Card** | **Paid in full \_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Payment Schedule**  **(60-day terms only)** | **1st Payment $\_\_\_\_\_\_\_\_\_\_/month on \_\_\_1st/15th/28th**  **2nd Payment $\_\_\_\_\_\_\_\_\_\_/month on \_\_\_1st/15th/28th** |
| **Effective Date of Membership:**  **Smokey Joe’s Signature:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **I have read and agree to comply with the rules and regulations set forth in the Membership Agreement and Application. I pledge that all the information I have filled out is accurate and truthful. Any fraudulent information I have filled out can lead to immediate termination of my membership with no refunds. I understand that this agreement will expire one year from execution.**  **Member Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Locker #** | **Engraving Request\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Spouse/Partner Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**The Member Experience – 2017**

**Four Tiers of Membership**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Benefits** | **Black Membership** | **Bronze Membership** | **Silver Membership** | **Platinum Membership** |
| **Unlimited access to cigar lounge/free coffee/ bottled water** | **Six Visits Per Year** | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png |
| **Early access to Events/ Private Functions ($$)** | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png |
| **Private Humidor Locker with key** |  |  | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png |
| **Unlimited access for spouse/partner** |  |  | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png |
| **Preferred VIP**  **Seating Available** |  |  | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png |
| **Preferred Parking Pass (Once gate is built)** |  |  |  | http://www.casabelicoso.com/images/check-48.png |
| **Account Tab**  **($100 Daily Max)** |  |  | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png |
| **Discounts on cigars and accessories** | **2%** | **5%** | **10%** | **15%** |
| **Guest Passes**  **(accompanied with member)** | **6/Year** | **5/week** | **10/week** | **Unlimited** |
| **Cutting Fee $10.00 per visit for External Cigars** | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png | http://www.casabelicoso.com/images/check-48.png |  |
| **Private Event Rental** |  |  |  | **1 Free Rental**  **Per Year** |
| **Tiered**  **Membership Fees** | **$150** | **$350** | **$550** | **$900** |