

The Lab 301 Annual Membership Agreement

(We use the words *you* and *your* to mean the Buyer or Member. The words *we* and *our* refer to The Lab 301).

You have purchased an annual membership. Your first payment will be due today and then due on or after the same day every 12 months hereafter until your membership is canceled or terminated in accordance with this Agreement (“Term”).

I. Membership Description and Payment

The Lab 301 Membership – Unlimited access in the golf simulators and The Lab 301 at \$2,000.00/year.

Membership entitles you to unlimited simulator time, (4) hours booked concurrently, during the Term of your membership. Each one (1) hour simulator session permits you to use The Lab 301 simulators for one (1) hour by appointment. To book an additional hour of simulator time, you must have only one (1) hours of simulator time booked. Your membership status must be active and your payment status current to redeem any membership services including simulator hours. Your Membership Agreement is not transferable to any other person or entity. Members can book up to fourteen (14) days in advance. **In no event shall The Lab 301 have any obligation to refund any portion of your membership fee with the exception of The Lab 301 being closed indefinitely.**

Total amount due today: \$2,000.00

By signing electronically, I authorize The Lab 301 to charge the payment method I have specified in the Online application. Monthly fees will be withdrawn/charged on or after the same day every year. Additionally, I authorize The Lab 301 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 and spend time in The Lab 301 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 MEMBER AGREES TO PAY ALL REASONABLE COLLECTIONS COSTS, INCLUDING REASONABLE ATTORNEYS’ FEES.**

Inappropriate behavior will not be tolerated in any manner. We have the right to refuse, discontinue service, or ask a member to leave the premises at any time for any reason. You agree to follow all rules, regulations, and general etiquette of The Lab 301. Violation of rules, regulations, and general etiquette of The Lab 301 may result in 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. In addition, The Lab 301 shall not be responsible for lost or stolen items.

You may cancel your simulator session appointment with no penalty fee by providing at least twelve (12) hours’ notice of your appointment. Appointments canceled less than twelve (12) hours in advance of the appointment may be charged a \$20.00 fee per occurrence. If you do not call, cancel, or fail to show up for your scheduled appointment, membership will be subject to cancellation.

II. Termination/Cancellation of Membership.

You may cancel this membership upon thirty (30) days’ advance written/email notice to The Lab 301. The Lab 301 may cancel your membership immediately by providing you with written notice. You are responsible for all membership fees incurred until your membership is canceled in accordance with the terms of this Agreement. All cancellations and refunds under this section are effective upon the date of approval by The Lab 301. If your membership is terminated or canceled, and then re-activated at a later date, you may be charged a re-activation fee at The Lab 301’s sole discretion.

III. The Lab 301 Access Control Program.

As a member of The Lab 301, you are required to participate in The Lab 301's Access Control Program. The Lab 301's Program permits the member to participate in activities at a facility outside of normal business hours, or at a time when no employees will be present at the facility. I understand that the The Lab 301's access issued to a member participating in The Lab 301's Program is non-transferrable and may not be used by anyone other than the member. In the event the The Lab 301's Program is malfunctioning, The Lab 301 will attempt to provide an alternate form of entry in a timely manner.

IV. 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.

V. Governing Law and Venue.

This agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law principles, and venue for disputes under this agreement shall be exclusively in the Courts in the State of Maryland.

VI. Waiver of Liability.

You either have or will agree to sign the The Lab 301's terms and waiver of liability form and you understand and voluntarily accept and acknowledge any and all risks associated with being at The Lab 301's premises.

VII. Terms and Conditions of Membership.

- a. While we will do everything possible to properly process your payments, we shall incur no liability in the event we are unable to completely process any and all of your payments.
- b. Any circumstances beyond our control, such as, but not limited to fire, flood, acts of war, terrorism, pandemic, or other interference from an outside force, which prevents the proper execution of the transaction shall not be our responsibility, shall not result in liability to you, or impact your obligation to perform your obligations of this Agreement.
- c. We reserve the right at any time to collect any previous outstanding membership balances or balances for other services which have not been satisfied. If outstanding payments are not satisfied by Member, we reserve the right to terminate this Agreement immediately and revoke any unused simulator hours immediately from the Member's account.
- d. For purposes of identification and billing, you agree to provide us with a 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 Section I of this Agreement. A notice of change will be sent to the mailing address provided by you at least ten (10) 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.
- e. We reserve the right to modify our hours of operation for any reason.

- f. We reserve the right to reserve certain time blocks for tournaments, leagues, contests, events, etc.

VIII. Miscellaneous.

Your electronic signature indicates your agreement to be bound by all terms which are included in this Agreement and/or available for review at The Lab 301's website. 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. IF YOU WOULD LIKE A COPY OF THIS AGREEMENT, PLEASE PRINT A COPY 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 terms and conditions of the membership agreement).

PLEASE SIGN BELOW FOR IN STORE PURCHASE ONLY

Date: _____

Print Name: _____

Signature: _____