

Virgin Cigars Private Lounge Membership Agreement

The Virgin Cigars Private Membership Lounge (VCPML) is open to adults 21 and over.

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

It is the duty of the members to know the VCPMLA and cooperate with Staff and Management 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 Virgin Cigars ownership.

VCPML grants to you a revocable and non-transferable membership subject to the terms of this agreement and set forth in the VCPML membership application. VCPML 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 is due upon signing of this agreement and is non-refundable and non-transferable.
 - a) The monthly recurring membership fee for Members is \$150.00 and the annual membership is \$1,800.00 per year with a \$50.00 per month bonus benefit gift card to the member. This fee includes: 15% discount on cigar box purchases, 10% discount on individual cigar and accessory purchases

All members will enjoy special private events such as: cigar samplings, pre-event parties and other member only events. The VCPML will also be available for rent and private events. Members also enjoy Free Unlimited space available Spouse Guest Access.
2. The monthly membership dues will be charged on the 1st of each month via credit card on a recurring basis utilizing our automated membership system. Cancellation of membership must be via 30-day written notice to Virgin Cigars. Membership privileges may be revoked for non-payment for dues.
3. VCPML reserves the right to revoke the membership of any person in violation of membership policies, rules or for misconduct.
4. Members may bring 3 guests per month; guests are the responsibility of the member and must be accompanied by the member. A member may only bring 1 guest per visit. Members may purchase unlimited guest passes for \$20.00ea. An individual may be a guest a total of 3 times per year, regardless of the member host. After the 3 times, a member may use paid guest passes for the individual. \$20.00 guest passes are available for out of state guests and usage is at the sole discretion of Virgin Cigars.
5. All members and guests must check-in and check-out at the Membership counter using your RFID membership card. All Guests must complete the guest registration process.
6. No guns or weapons are permitted in the VCPML at any time.
7. Members may bring their own beverages including brown bag into the VCPML. Member acknowledges that the ability to do so is a privilege and Member and guests will consume such alcoholic beverages in a responsible manner and VCPML has zero tolerance for drunkenness or underage consumption of alcoholic beverages; members and guests must be at least 21 years old.

VIRGIN CIGARS PRIVATE MEMBERSHIP LOUNGE AGREEMENT

MEMBER INITIALS _____

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No ice chests, jugs of premixed alcohol or other picnic coolers are permitted at any time.

8. Cell phones are permitted in the VCPML with the following stipulation: a) phones must be set to lowest ring tone or vibrate mode; and (b) phone conversations must be limited to no more than 5 minutes; and c) the member's voice level should remain low throughout the conversation. Be considerate and aware of other members; and (d) use of speaker phones, video conferencing, video chatting (zoom, skype, facetime) are not permitted in the VCPML at any time.
9. No portable music players or devices playing music are permitted at any time.
10. Payment of goods and services must be made immediately after acquiring accessories, soda or cigars from the humidor. Entering the VCPML without paying for products is not permitted at any time.
11. Members agree not to store any illegal products/items at the VCPML and acknowledges that doing so will be grounds for immediate termination of membership and membership rights and forfeiture of any and all rights/claims to a refund of membership fees. Further, member hereby agrees to indemnify Virgin Cigars for any liability and legal fees incurred by VCPML as a result of such illegal storage and/or activity.
12. To avoid the potential for agricultural pest infestation (e.g. Tobacco beetle) of cigars stored in the VCPML lockers, all cigars shall be inspected by a member of the Virgin Cigars/VCPML staff before being placed in members locker.
13. Virgin Cigars reserves the right to access without notice any private locker for the purpose of maintenance, inspection, and/or or in the event there is risk of damage to property.
14. Members shall abide by VCPML dress code, which is smart casual attire or higher (business casual, professional, formal etc.) The VCPML defines smart casual attire as neat and presentable; collared shirts, casual pants, knee length shorts and shoes. Tank tops, sweat suits or jogging suits, lycra, spandex garment, ripped or frayed clothing, t-shirts, game jerseys, motorcycle vests, motorcycle jackets or similar attire are not permitted at any time. 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. ***Virgin Cigars reserves the right to refuse entry to any member or guest inappropriately attired.***
15. VCPML has zero tolerance for underage consumption of tobacco or alcoholic beverage; members and their guests must be 21 years of age.
16. Damage to VCPML furniture or fixtures as a result of member carelessness or disregard shall be replaced or repaired at members expense. The membership is encouraged to report such damage to VCPML.
17. Members are ***not permitted*** to move furniture (tables, chairs etc.), ashtrays, adjust lighting, adjust AC or shutters at any times. ***See a sales associate/attendant if assistance is required.***
18. Members are ***not permitted*** to turn on televisions, change channels or adjust volume. ***See a sales associate/attendant if assistance is required.***

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19. 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 VCPML.
20. Virgin Cigars reserves the right to refuse service and/or access to the premises to any member/guest.
21. VCPML reserves the right to modify this agreement at any time. Membership will receive notice of such modifications.
22. Smoking of anything other than cigars on the VCPML premises is strictly prohibited,
23. It is agreed and understood all Tobacco consumed in the VCPML shall be purchased from Virgin Cigars, LLC
24. Hours are posted and set. However, VCPML reserves the right to change any or all such hours with notice to its membership. VCPML closes for Thanksgiving, Christmas Day, Memorial and Labor Day weekends. VCPML is open all other holidays. However, we may opt to close for additional holidays or special events at any time. Ample notice of such changes will be given to members.
25. It is strictly prohibited to engage in threats of bodily or physical harm or any kind of harassment. Hateful, obscene, offensive, profane, racist, sexual, defamatory, or violent language cannot be used at any time.

Limitation of liability:

The undersigned acknowledges that the use of the VCPML facility 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 using VCPML or in any event or activity incident to membership in VCPML. I understand that I am relieving Virgin Cigars, LLC, its affiliates, successors, and assigns and their respective directors, officers, partners, shareholders, members, employees, and agents from any loss, cost, claims, injury, damages, or liability sustained or incurred by me and my guests in connection with membership in VCPML and use of Virgin Cigars facility. Neither VCPML or Virgin Cigars, LLC shall be liable for any damages of any kind arising from or relating to this agreement, my VCPML membership or use of the Virgin Cigars facility. Whether in contract or tort or otherwise, any aggregate liability shall be limited to actual direct or indirect damages that can be proved up to an amount not to exceed \$500.00.

Impossibility & Legality

In the event the operation of this lounge becomes impossible or impractical due to changes in the legalities associated with the operation of a cigar lounge or establishment that permits smoking in the city of Raleigh or other circumstances out of Virgin Cigars, LLC's control, VCPML shall not be liable for any portion of any membership fees paid 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 VCPML 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.

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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 effecting the remainder of such provision or any provisions in this agreement.

Choice of Law

In the event of litigation is required based on the terms of this agreement, the parties hereby agree that any and all such litigation will be filed in the county of Wake and this agreement and transaction shall be governed by the laws and regulations of the state of North Carolina.

Waiver and Release

In exchange for membership in the Virgin Cigars Private Membership Lounge, I hereby provide the following:

1. I recognize that there are certain risks associated with activities that take place at the VCPML, including but not limited to, the effects of cigar smoking and secondhand smoke present in the VCPML.
2. I hereby waive and release any and all claims for my heirs and myself and agree to hold harmless VCPML and Virgin Cigars, LLC 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 VCPML events, and my membership in the VCPM; and
3. I have carefully read and agree to the terms and policies set forth in the VCPML membership application and membership agreement as it now exists and as it may be amended in the future.

_____ **INITIAL**

I have received, read, and agree to abide by the rules and regulations set forth in this agreement and the membership application.

Member Name: _____
(Please Print)

Member Address: _____

Member Email Address: _____

Signature: _____

Date: _____