

INNESS MEMBERSHIP AGREEMENT

Welcome to INNESS,

This Membership Agreement, including the attached Terms and Conditions and House Rules (collectively, the “Agreement”) is entered into by and between the Inness affiliate set forth on your Membership Invoice and those Persons (defined below) identified in this Agreement (each referred to as a “Member” or “you”). We reserve the right to change the Inness affiliate that charges you for your Membership use of the Inness facility and services offered under your Membership.

This Agreement is intended to provide the basic Terms and Conditions of your Inness Membership, which are discussed and set forth in detail below. We reserve the right, from time to time, to amend these Terms and Conditions, including the House Rules and the terms of the various Inness Membership levels. Any such amendments will become effective upon the date of written notice to you via the email, or on such later date as may be specified by Inness, and your continued use of Inness shall represent your assent to such changes.

You hereby acknowledge and agree that you have received, read and understand this Agreement, inclusive of all Terms and Conditions, including the House Rules.

Member: _____(Signature)

Name: _____(Print)

Date: _____(Effective Date)

10 Bank Street
Accord, NY 12404
+1 845 377 0030

inness.co
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TERMS AND CONDITIONS

The below Terms and Conditions are incorporated into the Membership Agreement (together with the Membership Agreement and the House Rules, the “Agreement”). By signing the first page of the Membership Agreement, you acknowledge and agree to the following terms:

1. Definitions

1. “Agreement” means the Membership Agreement together with these Terms and Conditions and the House Rules.
2. “Affiliate” means with reference to Inness a subsidiary, partner or Person controlling, controlled by, or under the common control of Inness LLC, or a Delaware limited liability company, which owns, operates or otherwise manages an Inness facility operating under the Inness brand.
3. “House Rules” means those specific rules that are published and pertinent to Inness operations, which in addition to the Terms and Conditions, describe the rights, restrictions and other terms applicable to your Membership and your use of Inness.
4. “Inness”, “we” or “us” means the Inness Affiliate you are contracting with under this Agreement.
5. “Member” means you and each person you authorize on your Schedule of Members and pay Inness Fees for.
6. “Membership” means the services and benefits to which you are entitled as a Member of Inness.
7. “Membership Tier” means the level of membership services and benefits elected by you (e.g. Standard, Monthly), which shall include those benefits, services, rights and fees commensurate with the tier.
8. “Member Portal” means the Inness website and data portal accessed via a username and password issued to Members only to access either the website or app.
9. “Premises” means a building, property or portion of the property in which Inness offers services to Members.
10. “Primary Member” means the primary Member contact for Inness and the Member responsible for payment of all Inness Fees (as defined below).
11. “Schedule of Members” means the schedule of persons at the end of this Agreement that provides pertinent identification, billing and contact information for the Primary Member along with each Member on the account.
12. “Start Date” means the date your Inness Membership commences.

2. Members

- a. **Schedule of Members.** Only those persons identified on the Schedule of Members will be deemed to be “Members” and entitled to the privileges of the Premises and Membership. You are responsible for updating and maintaining the accuracy of the Schedule of Members and all information provided thereon.
- b. **Changes to Schedule of Members.** You may make changes to the Schedule of Members by contacting our Membership services office or through the Member Portal. To add new Members to your Schedule of Members in excess of the number allocated under your Membership Tier, you must contact our Membership services office. Only the Primary Member may request changes to the Schedule of Members.

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3. Membership General Terms.

- a. **Membership Term and Fees.** Membership is based on the calendar year from January 1st through December 31st, (the “Initial Term”, together with any renewal period, the “Membership Term”). You are required to pay an annual membership fee (“Annual Fee,” and together with any additional membership-related fees, the “Membership Fees”) commensurate with your Membership Tier. Annual Fees may be prorated from your Start Date through December 31 of the year in which your Membership commences. You may renew your Membership for successive one (1) year periods, with Annual Fees to be charged on January 1 of the following year.
- b. **Membership Tier.** Your Membership Tier determines the level of services and benefits to which you are entitled.
- c. **Guests.** You are allowed to bring no more than three (3) guests per visit. Guests are not permitted access to the gym and spa facilities and are otherwise permitted on the Premises only as provided in the House Rules and only provided that they sign a guest waiver. You are responsible for the actions of your guests, and all other persons that you, your agents, assigns or invitees allow or invite to enter the Premises. You, your agents, assigns, and invitees acknowledge that at no time shall you or they allow a party unknown to them to enter the Premises and that such action may result in termination of your Membership.
- d. **Termination of Membership by You.** You may only cancel your Membership by providing at least thirty (30) days’ written notice to Inness prior to the expiration of your Membership Term. Unless otherwise provided herein, if you cancel prior to the end of your Membership Term, payment of any Membership Fees, including the Annual Fee, will not be refunded.
- e. **Termination of Membership by Inness.** We may terminate your Membership or that of any Member on your Schedule of Members if you or any Member on your Schedule of Members violates any provision of the Agreement, including by failing to timely pay Membership Fees or other charges or by violating any of our House Rules. Upon violation of any provision of this Agreement, Inness will provide you, and in the case of a Member on your Schedule of Members, both you and such Member, written notice to the email address(es) we have on file, which you agree to keep current for each Member on your Schedule of Members. The notice shall specify the date upon which your Membership and this Agreement shall terminate.
- f. **Refunds.** Unless expressly provided herein, Inness will have no obligation to refund any Membership Fees or other expenses, even if you do not use your Membership or if you or Inness terminate your Membership before the end of the Membership Term.
- g. **Other Expenses.** During your Membership Term, you will be billed for services used by you, other Members on your Schedule of Members, and your guests, including but not limited to food, beverages, spa treatments, classes or special programming. You authorize Inness to charge your credit card on file for all such bills incurred as a result of your use of our services or the use of our services by a Member on your Schedule of Members. Your guests will have the option to purchase their own food, beverage and services with their own method of payment. If your guests fail to pay for services, you will be responsible for the charges and you authorize us to charge the credit card on file for such amounts or to include such charges on an invoice payable by you.

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4. Access to the Premises. Inness shall, at all times, have access to all areas of the Premises, including those used by you, with or without notice to you, including without limitation, for purposes of maintenance, safety, security or emergency and may remove or replace parts of the Premises, as determined in our sole discretion. Inness may restrict access to certain parts of the Premises for programming or private event purposes in its sole discretion.
5. Maintenance of the Premises. Inness will maintain the Premises in good functional condition, provided, however, that we shall not be responsible for damage exceeding normal wear and tear caused by your acts and omissions or the acts and omissions of other Members on your Schedule of Members or your or their guests. You shall be responsible for any damage to the Premises by you, other Members on your Schedule of Members, or your or their guests.
6. Hours of Operation. Hours of operation may vary. Inness has the right to change its hours of operations at any time and will provide notice of such change to you by email to the address provided by you to Inness.
7. Conduct. Neither you nor the Members on your Schedule of Members, nor your guests may use the Premises or any services offered by Inness to conduct or pursue any activities prohibited by law or for which you, other Members, or your guests are not authorized. You are strictly liable for the conduct of all Members on your Schedule of Members and your and their guests. No hate speech, discrimination or harassment, whether sexual or otherwise, will be permitted in the Premises or vis-à-vis our social media channels or on the Member Portal. Any such behavior should be immediately reported to the General Manager or other Inness personnel. Neither you nor the Members on your Schedule of Members, nor your or their guests will conduct any activity that may be hazardous to other persons at the Premises or that could be considered disruptive to other members, including but not limited to, acts of disorderly nature or excessive noise. No weapons are permitted on the Premises.
8. Indemnity. You agree to indemnify, defend and hold Inness and its Affiliates and its and their respective officers, directors, employees, consultants, contractors and agents (collectively, the "Indemnitees") harmless from any and all actions, suits, proceedings, claims and demands brought or made by any third party (including, for the avoidance of doubt, any of your respective officers, directors, employees, contractors, Members on your Schedule of Members, guests, invitees and/or agents; any employees, contractors or agents of Inness; and any of Inness' other members) ("Third Party Claims") and to pay any settlements, awards, costs and expenses (including reasonable attorneys' fees and disbursements) in connection with such Third Party Claims (collectively, "Losses"), to the extent such Third Party Claim arises out of or relates to: (i) any breach of the Agreement (including, for the avoidance of doubt, the House Rules that form part of the Agreement) by you, (ii) any violation of the Agreement by any of the Members on your Schedule of Members, your or their invitees or guests, or (iii) any other conduct, acts or omissions by you or any of the Members on your Schedule of Members or by your or their invitees or guests in connection with your Membership or any of your or their respective use of the Premises, including, but not limited to, any violation of applicable laws or regulations, negligence or misconduct by you or by any of the Members on your Schedule of Members or your or their invitees or guests.

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9. Liability.

- a. **Liability Exclusion.** INNESS WILL NOT BE LIABLE TO YOU (NOR TO ANY OF THE MEMBERS ON YOUR SCHEDULE OF MEMBERS NOR TO YOUR INVITEES OR GUESTS OR ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS) FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR ANY LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS OR LOSS OF GOODWILL OR REPUTATION, WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) ARISING FROM, RELATING TO OR IN CONNECTION WITH THE MEMBERSHIP, THE SERVICES, THE PREMISES OR THE AGREEMENT, REGARDLESS OF WHETHER INNESS WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- b. **Limitation of Damages.** INNESS' MAXIMUM LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE MEMBERSHIP, THE SERVICES, THE PREMISES, OR THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL MEMBERSHIP FEES YOU HAVE PAID UNDER THIS AGREEMENT.
- c. **Exceptions.** To the extent any of the exclusions or limitations of liability set forth in this section are determined to be not enforceable under applicable law, such exclusions and limitations of liability shall be enforced to the fullest extent permitted under applicable law.
- d. **Use of the Premises and Facilities.** Your use of the facilities and equipment on the Premises is at your own risk and you agree that we are not responsible for any death, injury, or damage to you, other Members on your Schedule of Members, or your or their guests or your or their property.

10. Confidential Information. You agree to hold all information not generally known to the public ("Confidential Information") of Inness in strict confidence and to take all reasonable precautions to protect the Confidential Information. You acknowledge that any disclosure or unauthorized use of the Confidential Information will constitute a material breach of this Agreement and cause substantial harm to the injured party for which damages would not be a fully adequate remedy. In the event of any such breach, Inness shall have, in addition to other available remedies, the right to injunctive relief (without being required to post bond or security). Inness reserves the right at all times to disclose any information about you, any Member on your Schedule of Members, or any of your or their guests, as Inness deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

11. Disparaging Statements. You shall, during and after the Membership Term, refrain from making any statements or comments of a defamatory or disparaging nature to any third party (including via your social media channels) regarding any other member or non-managerial employees of Inness, other than to comply with law. Defamatory or disparaging statements or comments refer to those that create a violent, disrespectful, or hostile environment for any of Inness' members or non-managerial employees. Inness aims to provide a supportive and welcoming atmosphere on its Premises, Member Portal, and other sites and social media channels and thus, reserves the right to remove all forms of verbal and physical harassment in the aforementioned spaces.

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- 12. Social Media.** Inness will not tolerate inappropriate social media conduct by members, whether indirectly or directly targeting or relating to Inness, its members, shareholders, contractors, officers, directors, employees, personnel, or agents, including for example: (a) defamatory, malicious, obscene, intimidating, discriminatory, harassing or threatening comments or hate propaganda; (b) calls to violence of any kind or other threats of any kind; or (c) conduct that violates any law or regulation. In the event that Inness feels that you have breached this paragraph, Inness reserves all its rights to take further action, including but not limited to: (i) adding, removing, or modifying any content, including comments, (ii) blocking you or any other disruptive users; and (iii) discontinuing any of its social media channels at any time. In the event that you engage in any of this prohibited conduct on your social media channels regarding Inness or any of its officers, directors, members, employees, personnel, shareholders, contractors, agents, policies, services or products or other members, Inness may immediately terminate your Membership and reserves its full legal rights to pursue legal damages against you.
- 13. Publicity.** You may not use pictures, illustrations or graphics of Inness (including any images from our website or images of the Premises) in any advertising or publicity for commercial purposes without the prior written consent of Inness. You may refer to yourself as a member of Inness on your social media channels, blog or for other non-commercial purposes.
- 14. Valuables and Personal Property.** You are urged not to bring valuables onto the Premises. Inness shall not be liable for the loss or theft of, or damage to, your personal property or the personal property of other Members on your Schedule of Members, or your or their guests, including items left in lockers, with the coat check or elsewhere on the Premises.
- 15. Communications; Partnerships.** You acknowledge that you will receive community emails as part of your obligations and duties as a member. Inness may provide notice of any changes to services, fees or other updates by email to the address provided by you, and you agree that such notice is proper. You agree to notify Inness of any changes to your contact information or the contact information of other Members on your Schedule of Members. If you contact any other member for commercial or other unauthorized purposes who has not consented to such contact, including any spamming, your Membership may immediately be terminated by Inness. You also agree that Inness may from time to time give your email, name and other demographic information to Inness' third-party partners, in order to provide beneficial promotional and marketing opportunities to you. In the event that you do not want Inness to share any of this information, you must notify us in writing at 10 Bank St, Accord, NY 12404. Notwithstanding the foregoing, Inness will not disclose any of your credit card information or other transactional details to third parties.
- 16. Representations and Warranties; Disclaimer.**

 - a. House Rules.** You represent and warrant that you have reviewed and will comply with the House Rules set forth in this Agreement.
 - b. Mutual Representations and Warranties.** Each of you and Inness represent and warrant that we are duly authorized to perform our respective obligations hereunder.

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- c. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED ABOVE, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING FROM, RELATING TO OR IN CONNECTION WITH THE MEMBERSHIP, THE SERVICES, THE PREMISES, OR THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR

A PARTICULAR PURPOSE, AND ANY REPRESENTATIONS AND WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

17. Miscellaneous

- a. Except for the payment of any amounts due hereunder, nonperformance of either party shall be excused to the extent that performance is prevented or delayed by strike, fire, flood, epidemic, pandemic, governmental acts, orders or restrictions, failure of suppliers, internet or power outages, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party (including for the avoidance of doubt, your inability to access the Premises by reason of closure).
- b. In the unlikely event that Inness is no longer able to provide access to the Premises and/or the services (or reasonable substitutes thereto), then your right to use the Premises and any services and your Membership will end. In that event, Inness will have no obligation to refund any Membership Fees, and we will not otherwise be liable to you for any reason.
- c. Neither party will assign or otherwise transfer any of its rights or obligations under the Agreement without the prior, written consent of the other party. Notwithstanding the foregoing, Inness may, without your consent, assign or otherwise transfer the Agreement: (i) to any of its affiliates or (ii) in connection with a merger, consolidation, sale of equity interests, sale of all or substantially all of its assets or other change of control transaction. Any assignment or other transfer not in accordance with this section will be null and void. The Agreement is binding upon and will inure to the benefit of each party and their respective permitted successors or assigns.
- d. The relationship of the parties under the Agreement: (i) is one of independent contractors, and neither party has the authority to bind the other party in any way and (ii) is non-exclusive and nothing herein shall be deemed to restrict or limit a party's ability to engage in similar relationships, agreements or arrangements with any other party. The Agreement, which is comprised of the Membership Agreement, the House Rules, and these Terms and Conditions, sets forth the entire agreement of the parties as to its subject matter and supersedes all prior agreements, negotiations, representations, and promises between them with respect to its subject matter. A waiver of rights under the Agreement will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights.
- e. From time to time, Inness may make available to you, Members on your Schedule of Members, and your guests the service of independent contractors. Inness does not guarantee or warrant 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.

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- f.** The Agreement, and any and all disputes directly or indirectly arising out of or relating to the Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law rules thereof.
- g.** In the unlikely event that you and Inness have a dispute related to this Agreement, you and Inness agree it will be resolved by binding arbitration under the rules and supervision of the American Arbitration Association, in New York City, except where the law specifically forbids the use of arbitration as a final and binding remedy. THIS AGREEMENT TO ARBITRATE WAIVES THE PARTIES' RIGHTS TO LITIGATE THEIR DISPUTES IN COURT OR TO RECEIVE A JURY TRIAL.
- h.** You agree not to contact any landlord of Inness directly. You agree that any such communications will be made through Inness.
- i.** In the event that any provision of the Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

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HOUSE RULES

Membership Card Use

You will need your Membership card to access Inness. Please use this card to check in with the front desk upon arrival. Your Membership card is for your use only. If your Membership card is lost or stolen, please immediately notify Membership services to request a replacement card. Members will be charged a replacement fee of \$25 for all replacement cards.

Profile Information

We require all Members to have current profile and contact details including recent photo, phone, email, home and billing address on file. If your contact or payment details change, please notify the Inness front desk immediately.

Guests

Please ensure that your guests sign in and remain with you at all times. As set forth in our Terms and Conditions, Members are responsible for ensuring their guests follow all House Rules and can face suspension or termination of their membership if their guests violate such rules or policies.

Extended guest lists will be allowed at the sole discretion of Inness management. To inquire, please contact Inness management at membership@inness.co

Children

Inness is a child-friendly environment, but please be mindful that the House Rules apply to all children and you are responsible for their supervision and behavior. Children must be accompanied by a guardian at all times and disruptive behavior will not be permitted. Children will not be allowed in the spa or gym facilities. Members that do not include their children on the Schedule of Members must register their children as guests. Children are required to obtain a child Membership to access the Kid's Club and Camp facilities.

Animals

Inness welcomes well-behaved and leashed dogs when staying as a hotel guest. A pet fee of \$50 will be charged upon arrival. Please refrain from bringing any other animals, other than on-leash dogs to Inness. Service animals are permitted on the Premises with proof of valid certification.

Smoking

In line with all applicable no-smoking governmental laws, rules and regulations, smoking will not be permitted indoors or anywhere outside of a designated area.

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Food & Beverage

You must order all food and beverage on the Premises. Outside food and beverage is not permitted. Alcohol may only be ordered and consumed by individuals 21 years of age and older.

Use of Facilities & Equipment

Please exercise care when using our facilities and equipment. Your use of the facilities and equipment on the Premises is at your own risk and you agree that we are not responsible for any death, injury, or damage to you, other Members on your Schedule of Members, or your or their guests or your or their property.

Interactions with Staff

Our staff is part of the community and it is important that you show them respect. Inappropriate or unlawful conduct toward our staff is grounds for immediate termination of your Membership, with no refund.

Respect and Non-Discrimination

Inness interacts with members, patrons, invitees, employees, unpaid interns, volunteers, and applicants without regard to race, color, national origin, ancestry, sex, gender, sexual orientation, age, religion, creed, physical or mental disability, political affiliation, medical condition, marital status, family care, parental status, citizenship status, military and veteran's status, pregnancy and related conditions, genetic information or characteristics (including those of family members), or any other basis protected by law. Decisions regarding membership, events, employment and other business opportunities are based solely on legitimate business reasons and principles of equal opportunity.

Amendments to the House Rules

Inness reserves the right to amend these House Rules at any time, in its sole discretion. The latest version of all House Rules will be available on the Inness website. Your continued use of the Premises or the services affirms that you agree to and will comply with all House Rules in effect at the time of your use of the Premises or services.

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