

MEMBERSHIP AGREEMENT

Services

In consideration of your payment of the cost of the Membership Package you selected and the representations, warranties and covenants you make in this Membership Agreement, The Gathering Spot, LLC ("TGS") will provide the services and benefits described in the Membership Package you selected (the "Services"), including use of the space at the location(s) applicable to your membership. In this Agreement, TGS may also be referred to as "We", "TGS", "The Gathering Spot", or the "Club". The physical TGS locations may also be referred to herein as the "The Gathering Spot", the "Club" or the "Facility". Your membership is subject to this Membership Agreement and to the rules posted on The Gathering Spot website and contained in this Membership Agreement, as such rules may be amended from time to time (the "Members Community Code"). For purposes of this Membership Agreement, the Members Community Code and all other internal and external communications, you may be referred to as a "Member" or "You" or "Your", or any other phrase which, taken in context, relates to you. Any reference to You herein shall also be deemed to include Your guests, as the context requires. Those references are not intended and shall not be construed to imply that you have an ownership interest in TGS or the Facility. You agree that this Membership Agreement constitutes a valid, legal and binding agreement between You and TGS.

Nature of this Agreement

The entire Facility shall, at all times, remain in TGS' possession and control. YOU ACKNOWLEDGE AND AGREE THAT THIS MEMBERSHIP AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE, BUSINESS USE, OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOR WITH RESPECT TO THE FACILITY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY TGS, NOR THIS MEMBERSHIP AGREEMENT SHALL IN ANY MANNER CREATE OR CONSTITUTE A LANDLORD/TENANT RELATIONSHIP. Instead, TGS is granting you a limited license to use the Facility on a non-exclusive basis, on the terms provided herein so that TGS can provide the Services to you. This Membership Agreement is personal to You and cannot be transferred to anyone else.

Membership Term (Applicable to members who joined prior to March 12, 2024)

TGS offers five types of Memberships to its Members:

Annual Club Membership. A Member may elect to enroll in an annual membership at the current annual membership price, upon payment, in full of the annual membership price and the initiation fee. Annual memberships shall automatically renew at the end of the initial term, unless Member informs TGS not less than 30 days prior to the end of the Membership term, that the member will not renew his/her Membership or wishes to convert to a Monthly Membership. Annual renewal memberships are for a one-year period and are not refundable. Should a Member fail to make the annual payment on the due date, Member's Membership shall be suspended immediately, and Member shall not have access to the Club or its amenities. To reactivate a suspended membership, the annual payment, plus any potential

late fees, must be paid no later than thirty (30) days from the due date. If payment is not made within the thirty (30) day period after the due date, the Membership shall be transitioned to a suspended status and will remain listed as suspended until member renews or cancels membership via the membership dues change request form.

Monthly Club Membership. A Member may elect to enroll in a monthly Membership plan, upon payment of the then-current initiation fee, followed by paying the monthly payments at the then-current monthly price on the first day of each month – hereinafter called the due date. Should a Member join TGS during the middle of a month, such Member's first monthly payment shall consist of a prorated payment for the partial month, plus the initiation fee. Monthly Memberships renew automatically each month, upon the payment of the monthly payment, which is due on the first day of the month (the "due date").

Under 30 Club Membership. The Club offers a limited number of Under 30 memberships at a reduced monthly costs, as compared to the Monthly Membership. To qualify for this membership, You must provide a current and valid state or federal government-issued identification to confirm Your eligibility. When an Under 30 Member reaches the age of 30, such Member's status will automatically convert to Monthly Member status and such Member's dues shall automatically increase to the then-current monthly dues amount, effective the next dues payment date.

Connected Cities Annual Membership. A Connected Cities Member may elect to enroll in an annual membership at the then-current annual membership price, upon payment, in full, of the annual membership price. Annual memberships shall automatically renew at the end of the initial term, unless the Member informs TGS not less than 30 days prior to the end of the Membership term, that the member will not renew their Membership. Payment for the subsequent year shall be due and payable on the last day of the then current year's term. Annual memberships are for a one year period, and are not refundable. Should a Member fail to make the annual payment on the due date, Member's Membership shall be suspended immediately and Member shall not have access to events, the Club or its amenities. To reactivate a suspended membership, the annual payment, plus the late fee, must be paid no later than thirty (30) days from the due date. If payment is not made within the thirty (30) day period after the due date, the Membership shall immediately terminate and the Member will be required to undergo the application process to be considered for Membership. To qualify for this membership, your primary residence must be further than 100 miles from a TGS Club location.

Connected Cities Couples Membership. A Connected Cities Member may elect to enroll in a couples membership at the then-current couple membership price, upon payment, in full, of the couples membership price. The member must provide a valid marriage certificate or picture of driver's licenses with the same last name to qualify for this membership. Couples memberships shall automatically renew at the end of the initial term, unless the Member informs TGS not less than 30 days prior to the end of the Membership term, that the member will not renew their Membership. Payment for the subsequent year shall be due and payable on the last day of the then current year's term. Couples memberships are for a one year period, and are not refundable. Should a Member fail to make the annual payment on the due date, Member's Membership shall be suspended immediately and Member shall not have access to events, the Club or its amenities. To reactivate a suspended membership, the

annual payment, plus the late fee, must be paid no later than thirty (30) days from the due date. If payment is not made within the thirty (30) day period after the due date, the Membership shall immediately transition to a suspended status and will remain listed as suspended until member renews or cancels membership via the membership dues change request form.

To qualify for this membership, your primary residence must be further than 100 miles from a TGS Club location.

Membership Term (Applicable to members who joined after March 12, 2024)

TGS offers five types of Memberships to its Members:

Annual Club Membership. A Member may elect to enroll in an annual membership at the current annual membership price, upon payment, in full of the annual membership price and the initiation fee. Annual memberships shall automatically renew at the end of the initial term, one year from original payment date, unless Member informs TGS not less than 30 days prior to the end of the Membership term, that the member will not renew his/her Membership or wishes to convert to a Monthly Membership. Annual renewal memberships are for a one-year period and are not refundable. Should a Member fail to make the annual payment on the due date, Member's Membership shall be suspended immediately, and Member shall not have access to the Club or its amenities. To reactivate a suspended membership, the annual payment, plus any potential late fees, must be paid no later than thirty (30) days from the due date. If payment is not made within the thirty (30) day period after the due date, the Membership shall be transitioned to a suspended status and will remain listed as suspended until member renews or cancels membership via the membership dues change request form.

Monthly Club Membership. A Member may elect to enroll in a monthly Membership plan, upon payment of the then-current initiation fee and the first month of membership dues. For Members who join after October 1, 2024, the Membership requires a minimum 12-month commitment from the start date. After the first 12 months, the membership will renew on a month-to-month basis. Should a Member wish to terminate the membership after the initial 12-month period, they must submit a membership dues change request form with a minimum 30-day notice prior to the end of the current month.

Under 30 Club Membership. The Club offers a limited number of Under 30 memberships at a reduced monthly costs, as compared to the Monthly Membership. To qualify for this membership, You must provide a current and valid state or federal government-issued identification to confirm Your eligibility. When an Under 30 Member reaches the age of 30, such Member's status will automatically convert to Monthly Member status and such Member's dues shall automatically increase to the then-current monthly dues amount, effective the next dues payment date.

Connected Cities Annual Membership. A Connected Cities Member may elect to enroll in an annual membership at the then-current annual membership price, upon payment, in full, of the annual membership price. Annual memberships shall automatically renew at the end of the initial term, unless the Member informs TGS not less than 30 days prior to the end of the Membership term, that the member will not renew their Membership. Payment for the subsequent year shall be due and payable one year from the original

payment, "join date". Annual memberships are for a one year period, and are not refundable. Should a Member fail to make the annual payment on the due date, Member's Membership shall be suspended immediately and Member shall not have access to events, the Club or its amenities. To reactivate a suspended membership, the annual payment, plus the late fee, must be paid no later than thirty (30) days from the due date. If payment is not made within the thirty (30) day period after the due date, the Membership shall immediately terminate and the Member will be required to undergo the application process to be considered for Membership. To qualify for this membership, your primary residence must be further than 100 miles from a TGS Club location.

Connected Cities Couples Membership. A Connected Cities Member may elect to enroll in a couples membership at the then-current couple membership price, upon payment, in full, of the couples membership price. The member must provide a valid marriage certificate or picture of driver's licenses with the same last name to qualify for this membership. Couples memberships shall automatically renew at the end of the initial term, unless the Member informs TGS not less than 30 days prior to the end of the Membership term, that the member will not renew their Membership. Payment for the subsequent year shall be due and payable one year from the original payment, "join date", and are not refundable.. Should a Member fail to make the annual payment on the due date, Member's Membership shall be suspended immediately and Member shall not have access to events, the Club or its amenities. To reactivate a suspended membership, the annual payment, plus the late fee, must be paid no later than thirty (30) days from the due date. If payment is not made within the thirty (30) day period after the due date, the Membership shall immediately transition to a suspended status and will remain listed as suspended until member renews or cancels membership via the membership dues change request form. To qualify for this membership, your primary residence must be further than 100 miles from a TGS Club location.

Founding Member Policy

If joining as a founding member prior to club opening, You agree to the recurring membership dues selected, which will be charged to the card provided beginning on the first day the club opens. If You wish to cancel your membership, you will be required to submit the membership dues change request form prior to the first bill date. Advance notice to this date will be given.

Payment Delinquency (Applicable to Monthly and Under 30 Memberships).

Should a Monthly or Under 30 Member (for purposes of this Section, a "Member") fail to make a monthly payment on the due date, such Member's Membership shall be flagged as delinquent. If such Member has not paid his/her dues by 10 days after the due date, such Member will be denied access into the club. If such Member has not paid his/her dues (inclusive of any late fees) within thirty (30) days after the due date, the Membership is automatically suspended and labeled as "Suspend Delinquent". Any Member achieving Suspend Delinquent status, that wishes to reactivate membership, will be required to pay the current month's dues and any additional amount owed to bring their account current.

Should a Monthly or Under 30 Member who joined after October 1, 2024, fail to make a monthly payment during the initial 12-month commitment period, their Membership shall be flagged as delinquent but cannot be canceled within this period. The Membership will remain in suspended status until owed dues are paid.

Canceling a Membership

All membership cancellation or other status change requests must be submitted via the membership dues change request form which can be found [here](#) or within the TGS Member mobile app. The Gathering Spot will not accept written or verbal notice as an adequate form of membership status change request. All requests will be documented as submitted on the day that the form is received by The Gathering Spot and status changes will take into effect 30 days after submission.

Any Monthly/Under 30 Member wishing to terminate his/her Membership shall complete the dues change request form in its entirety. Our policy states that your membership will cancel 30 days from the date in which the membership dues change request form is submitted. No refunds will be issued for processed dues if the member's form has not been submitted. For Monthly Members who joined after October 1, 2024, cancellation requests cannot be submitted within the first 12 months of membership. After the initial 12-month commitment, membership cancellations must be submitted with a 30-day notice. Membership will cancel 30 days from the date the membership dues change request form is submitted. If You wish to temporarily place your membership on hold and avoid reapplying and paying the then-current initiation fee, You can request "membership freeze" status with TGS. Membership freeze status will temporarily freeze your membership and requires that you pay \$50 monthly membership dues to maintain your right to resume Membership status. This does still require a 30 day notice. Please note that if you are on membership frozen status, you will not have access to the Club. A member can elect to be on membership hold status, for a total of 3 months in any rolling 12 month period. Club management reserves the right to extend such status on a case by case basis.

Membership fees are subject to increase from time to time, at the discretion of TGS. TGS shall provide Members with not less than forty-five (45) days prior written notice of any increase in Membership fees before such increased fees go into effect.

Members may elect to transfer between annual and monthly Membership by notifying TGS in writing and following the process then in place for such transfer. These are handled on a case-by-case basis as approved by TGS staff. The member receiving the membership will need to be accepted as a member prior.

Members may elect to have access to multiple TGS Facilities by paying the increased membership fee (\$50) for the All Club Membership. Discontinuation of this service also requires a 30 day written notice.

TGS has the right to offer occasional promotions on Membership packages, as TGS may determine in its sole discretion. Such promotions are for non-members only and existing Members are not eligible to receive such promotional offers.

Members Community Code

You acknowledge and agree that you will, at all times during the term of your membership, abide by the Members Community Code as set forth below and as amended from time to time by TGS. The Members Community Code will be maintained on The Gathering Spot [website](#).

Prohibited Activities

You agree that while You are a Member, in the Facility or using the Services, You will not: (a) Use the Facility or Services for any purpose that is unlawful; prohibited by this Membership Agreement and Member's

Community Code; interfere with the use of the Facility by TGS or others; cause any nuisance; harass or annoy any other Members, engage in any activity which is likely to cause an increase in insurance premiums or cause loss or damage to TGS or any other Member or user of the Facility; (b) engage in any conduct of a sexual or otherwise offensive or harassing nature, toward any Member or TGS staff member which is unwelcomed and/or unwanted; (c) Place anything, or allow anything to be placed, in the common areas, or near any glass, window, door, partition or wall, which may, in TGS judgment, is unsightly or limits the use of the Facility by others; (d) Use the Facility for retail activity open to the general public, use the Facility in any way that creates a health or safety risk, including, without limitation, chemical, biological or medical research, or otherwise conduct activities at the Facility that is inconsistent with an office environment; (e) Bring into the Facility, or knowingly permit guests or invitees to bring into the Facility, any hazardous, flammable or combustible materials, explosives, fireworks; (f) bring any weapons into the Facility, regardless of whether you possess a concealed carry permit; (g) Install fixtures to or otherwise undertake any structural or cosmetic changes to the Facility building, parking deck or surrounding areas, including, without limitation, moving, removing or adding walls, painting walls, removing or adding doors, installing or removing carpet or other flooring, disabling or tampering with HVAC, elevators, fire alarms, fire doors or security systems, or adding or removing locks on doors or windows; (h) Install any cabling, IT or telecom connections without TGS' consent, which may be refused in its absolute discretion; (i) Obstruct or use for any purpose other than for ingress to and egress from the Facility, the sidewalks, halls, passages, exits, entrances, elevators and stairways; (j) make any holes in the walls of any assigned space or any community space in the Facility, or (k) make any modifications to any assigned space. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and TGS, in all cases, retains the right to control and prevent access thereto by all persons whose presence, in the reasonable judgment of TGS, shall be prejudicial to the safety, character, reputation and interests of The Gathering Spot Club and member community. If, as a result of You or Your guest's conduct, TGS requests Your removal from the Facility, You and/or Your guest (as applicable) shall leave the Facility promptly and may arrange with TGS to return at a later time to collect any personal belongings. If, You/Your guest refuse to leave the Facility at TGS's request, TGS shall have the right to remove You or Your guest, as the case may be, and such removed person shall hold TGS harmless in all respects from any claim or expense related to such removal.

Conference Room Policies

Members may book conference rooms through our Concierge. Conference room payment will be charged at the time of booking using the credit card on file. If a Member wishes to use a different form of payment, it

shall be the Member's responsibility to inform the Concierge of such desire at the time of booking. We require 48 hours cancellation notice prior to your scheduled reservation, otherwise we will charge Your member account a \$75 cancellation fee. If You do not notify us of your cancellation and do not use the Conference room You booked, we will charge Your member account a \$100 cancellation fee. Should You have to reschedule Your reservation at any time, we will offer a credit of the total amount paid toward future conference room bookings. In the event of a cancellation or reschedule, refunds will not be issued.

Payment of Membership Account and Club Usage

All Members shall have on file, at all times, a current and valid credit card, for all charges incurred at TGS. Member hereby authorized TGS to charge the credit card on file for all items purchased at TGS and for the payment of dues. Any card that is added to the member's account is therefore authorized by the member for any incidentals, dues, or other charges that may be charged to the card on file. TGS will not accept payment by cash or check, unless arrangements have been made with, and approved in advance, by TGS. It shall be Member's responsibility to update their credit card information when the card on file is no longer valid, or if Member wishes to use a different card to pay for Services.

The Member credit card on file can be used for all payments, including:

Annual Membership payment, which shall be processed on the first day of the month following membership term. If a member joins before the 25th of a month, they will renew that same month. From the 25th after they will renew the following month of the following year.

Monthly Membership payment, which shall be processed on the first day of the month.

Under 30 Member dues payment, which shall be processed on the first day of the month.

Food and beverage consumption, which shall be processed prior to Member leaving the Club on the day Service was rendered (pay as you go process). If a check is left open, the card on file will be charged with a 20% tip added.

Club Facilities rental, which will be processed in accordance with the event space rental agreement governing such use.

Purchase of event tickets and other offers extended by the Club, which will be processed at the time of ordering.

All other purchases made through TGS, which shall be processed at the time such purchase is made.

Should a Member's account become past due, Member agrees that the Club may assess a late charge on such past-due account on the day after such payment becomes past due. Member agrees to pay all reasonable attorneys' fees, investigator fees, and related costs incurred by TGS in collecting past due amounts.

Membership dues are due and owed, whether or not You utilize Your membership.

Memberships are not transferable, unless approved by Club Management.

Internet Usage

Internet access is available in the Facility as a convenience for Members and their guests. Service interruptions, if they occur, will be handled as promptly as possible. TGS is not responsible, and You agree to hold TGS harmless, for any data, business or other losses resulting from interruption in internet service.

You are responsible for protecting Your computer, tablets, phones, all other devices and data from electrical surges, theft, virus, or other malicious attack.

Member shall access TGS' internet network using only the Member's only password. Each Member's guest will have internet access using a guest login password. Members shall not provide guests with the Member only password. You agree not to use the Internet service, any TGS or TGS related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to TGS's business, reputation, employees, subscribers, facilities, or to any other person. TGS may update, modify, or institute additional Internet usage policies from time to time, and shall make such updated, modified or additional policies available for Members' review. Members shall be responsible for abiding by all such policies.

If TGS suspects a violation of its internet usage policies by You, TGS will investigate and, if a violation is confirmed, immediately deactivate Your access to Internet service in the Facility without notice, and cooperate with law enforcement authorities, as applicable, to seek a resolution, which may include legal action against You. You agree to reasonably cooperate with TGS in investigating suspected violations.

Dedicated Workspace

If You have a dedicated workspace at the Facility, it shall be Your responsibility to make sure that Your workspace is clean, and clear of hazards or annoyance to other Members. Dedicated workstations are reserved for members for normal working hours of 7 am – 6 pm. On occasion, the loft area may be reserved and alternative workstations solutions can be provided for the member who's desk is effected.

Any items other than computer monitors must be stored in designated areas before You leave the facility for any period of time.

If You are a Dedicated workspace user, You agree that you will not store any illegal substances, weapons or unlawful materials in designated storage areas. You hereby grant TGS the right to gain access to your storage area, at all times, for the purposes of ensuring the safety and well-being of the Facility, and to ensure no such items are being stored.

Do not leave Your personal property unattended. TGS shall have no liability for theft or loss of any personal property (cell phone, tablet, laptop, purse, food, etc.) while at the Facility, and such loss or theft shall be Your sole responsibility. Neither TGS, its owners, employees, agents or representatives shall be liable in any way for safeguarding Your property.

Rights to Publicity; Required Disclosure

You agree that TGS may, and You hereby grant TGS a royalty-free license to, publish your name, company name, title, website, photograph, likeness and other similar details on the web, on social media or in print; provided, however, that TGS shall have no obligation to publish any such information. To the extent required by law, government request, or pursuant to any legal proceeding or investigation, TGS may disclose information about You and Your participation in and use of the Services at the Club, with or without Your knowledge, and You hereby consent to such disclosure.

Privacy

Members are not to disclose or share information about the Club or other members without the Club's or such Member's (as applicable) permission. Members are prohibited from disturbing, photographing, or soliciting others in the Club with whom they are not personally acquainted. Doing so may lead to suspension or termination of membership.

Food & Beverage

Outside food and beverage is not permitted in the Facility. Within the workspaces, TGS food and beverages may only be consumed in designated areas.

Attire

The Club management has the right to refuse entrance to any person dressed inappropriately or whose clothing is deemed offensive, in management's discretion. "Business Smart" attire is required at all times. Short shorts, athletic shorts, tank tops, crop tops and men's flip flops are all not permitted inside the club at any time.

Hours of Operation

The Club's workspace, kitchen and bar hours will be posted on the website and within the Club. Alcohol service hours will comply with the city's alcohol ordinance.

Membership Access Card

Members will be provided with a mobile membership access card for access to the Facility. Members are also required to sign into the Facility by scanning their mobile access cards upon arrival. Membership access cards cannot be shared with non-members, whether within or outside of the Club. Any violation may result in suspension or termination of your Membership.

Family Policy

Children under the age of 21 may dine in the restaurant with a Member before 5 pm and only attend specified family events. Minors are never allowed in the workspace or at the bar area, and must at all times, be accompanied by a parent or adult guardian. Children under the age of 6 are not permitted in the club.

Guest Policy

Members may bring up to three (3) guests with them to the Club at any time. All guests must sign in at the front desk upon arrival. Members must be present in the Club at all times while a guest is present. Any Member wishing to bring more than three (3) guests into the Club must call ahead to confirm that space is available and any necessary reservations are made. Failure to call ahead may result in some of your guests being denied access due to space restrictions. Members are responsible for ensuring their guests follow all club rules and policies. Your membership is subject to suspension or termination if Your guest(s) violate any club rule(s).

Access

If Your membership includes, or You have upgraded to reserve, a secure locker, You agree that You will not store any illegal substances, weapons or unlawful materials in Your locker. You hereby grant TGS the right to access, Your locker for the purposes of ensuring the safety and well-being of the community, and to ensure no such items are being stored.

Termination

In addition to TGS's other termination rights set forth in this Membership Agreement, TGS may, in its sole discretion, immediately terminate, or suspend, your Membership and the rights granted to you herein if: (i) You or Your guests engage in any of the Prohibited Activities set forth above; (ii) You, or your guest or invitee's conduct: interferes with the operation of the Facility or the use of the Facility by other members; results in injury to any person or damage to property; injures or threatens TGS, its staff, or other members; damages the club's reputation or is found to be distasteful by management; (iii) You breach this Membership Agreement or fail to comply with the Members Community Code; (iv) You make negative or disparaging comments about the Club or its staff. Further, TGS reserves the right to suspend or terminate any Member from the community in its sole discretion. Any such termination of You by TGS shall be without refund of any fees paid by You, and shall be in addition to all other rights that TGS may have against You at law or in equity.

Upon expiration or termination of Your Membership, You agree to immediately remove any and all of Your personal property from the Facility and vacate the Facility. Any continued occupancy of the Facility by You will be considered trespassing. If You fail to remove Your property from the Facility upon the termination or expiration of Your membership, TGS may remove your property from the Facility and have it stored, at your expense, and provide you notice of the storage location. TGS shall not be liable to You, and You agree to hold TGS harmless for all charges and expense related to, and any damage to such property in storage. If Your property remains unclaimed thirty days after the termination or expiration of Your membership, TGS may, without any further notice, dispose of Your property without any liability or obligation to You.

Upon the expiration of Your membership for any reason, You agree to leave any designated workspace You have used in the same condition as when You originally began utilizing it, reasonable wear and tear excepted. You agree to reimburse TGS for the cost of cleaning, and/or repairing damage to, any designated workspace which you may leave in a condition other than as required in this paragraph.

Authority and Understanding

You acknowledge that You have read, understand and agree to the terms of this Membership Agreement and the Members Community Code. You hereby represent and warrant that You are 18 years of age, or older, and have all requisite legal power and authority to enter into this Membership Agreement and abide by the terms and conditions of this Membership Agreement and Members Community Code and no further authorization or approval is necessary.

Insurance

TGS carries liability and property insurance for the Facility and TGS-owned property. While not required, TGS strongly suggests that you maintain insurance on Your own equipment and personal property used at the Facility.

WARRANTY DISCLAIMER

THE FACILITY, FURNISHINGS, EQUIPMENT AND SERVICES ASSOCIATED WITH THIS MEMBERSHIP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TGS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TGS OR ANY OF ITS AFFILIATES, THEIR RESPECTIVE PAST, PRESENT AND FUTURE SHAREHOLDERS, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS (THE “TGS PARTIES”) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH ANY USE OF THE FACILITY, MATERIALS, EQUIPMENT OR SERVICES CONTEMPLATED BY THIS MEMBERSHIP AGREEMENT OR THE ACTS OF THE OTHER MEMBERS OF TGS, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE, EVEN IF TGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF THE TGS PARTIES TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH ANY USE OF THE FACILITY, MATERIALS, EQUIPMENT OR SERVICES CONTEMPLATED BY THIS MEMBERSHIP AGREEMENT

SHALL NOT EXCEED THE MEMBERSHIP PAYMENTS ACTUALLY PAID BY YOU TO TGS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION OUT OF WHICH SUCH LIABILITY ARISES.

Indemnification

You agree to defend, indemnify and hold harmless the TGS Parties from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of or related to Your (or Your guest's) activities at the Facility, including, without limitation, any actual or threatened suit, demand or claim arising out of or relating to Your use (or Your guest's use) of the Facility, Your violation of this Membership Agreement, Your (or Your guest's) violation of the Members Community Code or any damage or injury that You or Your guest cause. Your indemnification obligations survive expiration or termination of this Membership Agreement.

Assignment

This Membership Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by You by intentional act, operation of law or otherwise. This Membership Agreement and the rights and obligations hereunder shall be freely assignable by TGS, without Your consent.

Waiver or Modification

Any waiver by TGS of Your breach of any provision of this Membership Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision, or any other provision, of this Membership Agreement. The failure to insist on strict adherence to any term of this Membership Agreement or the Members Community Code on one or more occasions shall not be considered a waiver or deprive TGS of the right thereafter to insist on strict adherence to that term or any other term of this Membership Agreement and the Members Community Code. This Membership Agreement may not be modified or amended by You. This Membership Agreement may be changed, amended or modified by TGS at any time and such change, modification or amendment shall be provided to You by publishing on TGS's website. There may be times when TGS provides You with written notice of such change, amendment or modification, however, TGS has no obligation to provide such written notice. Your continued use of the Club after such change, amendment or modification is published, or after Your receipt of notice (if applicable), shall be deemed to be Your acceptance of such change, amendment or modification.

Choice of Law Venue

This Membership Agreement will be governed by, construed and enforced in accordance with the laws of the State of Georgia, without regard to Georgia's conflicts of law rules. You hereby submit to the exclusive jurisdiction of the Federal and State courts situated in Fulton County, Georgia for the resolution of any dispute which may arise between You and the Club, regardless of which Facility(ies) Your membership applies. You agree that You will not contest such jurisdiction on the theory that it is inconvenient, or for any other reason.

Notices

All notices given under this Membership Agreement shall be given to the other party in writing and shall be addressed to the most recent address such party has for the other and shall be delivered via facsimile, electronic mail, in person, or via US Mail or other recognized common carrier (such as FedEx, DHL or UPS). If notice is given by US mail, notice shall be deemed given upon the earlier of actual receipt or 3 business days after the same was posted. If by electronic mail or facsimile, on the day such notice was sent. If by other carrier sent via overnight delivery, on the next business day after such notice was sent.

Severability

In the event that any provision or portion of this Membership Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, such illegal or invalid provision is hereby deemed stricken and the remaining provisions of this Membership Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Entire Agreement

This Membership Agreement, together with your membership application and Members Community Code contains the entire understanding of TGS and You relating to Your Membership and supersedes all other prior written or oral communications, agreements, understandings or arrangements between TGS and You relating to the subject matter hereof.

You acknowledge that You have read this Membership Agreement carefully, and agree that the submission of Your membership application for membership consideration is deemed Your express agreement to the terms contained herein.