



## **CLASSIC CAR CLUB**

### **TERMS AND CONDITIONS**

#### **1. THE CLUB**

1.1 Each member contracts with CCC NFP, Inc. ("CCC") to host their membership and who shall maintain a clubhouse for members benefit. CCC reserves the right in its absolute discretion to change the company with whom a member contracts from time to time or these terms and conditions.

1.2 CCC reserves the right to charge members a joining fee, an annual subscription fee and for admission to the clubhouse premises from time to time. The right to amend or waive any such fees or subscriptions from time to time shall be in CCC's sole discretion.

#### **2. YOUR MEMBERSHIP APPLICATION**

2.1 By completing and submitting your application for membership via our website or in person, you agree to be bound by these terms and conditions and CCC's House Rules.

2.2 The Membership Committee meets quarterly and admits new members when space is available. The Membership Committee shall have sole discretion as to who shall become a member of CCC.

2.3 This Agreement shall commence upon the acceptance of the Membership Application by CCC and the payment of the fees required for Membership (the "Commencement Date"). The term of this Agreement shall continue, unless otherwise terminated in accordance with this Agreement, for a period of one year from the commencement date. CCC may, in its sole discretion, for reason sufficient to it, extend the term of a Member's membership. This Agreement may be renewed for successive one- year periods upon the payment of the then applicable Annual Membership Fee. All fees are not refundable.

#### **3. PROPOSING NEW MEMBERS**

3.1 Members are welcome to propose new applicants to join CCC. Application forms are available at [classiccarrclubmanhattan.com](http://classiccarrclubmanhattan.com)

#### **4. MEMBERSHIP RENEWAL**

4.1 Membership is for a minimum period of one year and automatically renews thereafter on an annual basis from the Commencement Date, unless member provides thirty (30) days advance notice prior to the expiration of the current year that the member elects to terminate membership.

#### **5. MEMBERSHIP DATABASE**

5.1 It is important for us to have your current details plus a photograph in our membership database. By becoming a member of CCC, you agree that we can hold your personal details and a photograph of you for us to use in connection with your membership. If your contact or payment details change, please let us know.

#### **6. MEMBERSHIP PAYMENT**

6.1 Upon approval or renewal of your membership, your membership fees become payable immediately. However, CCC may at its sole discretion agree to accept fees on a monthly basis. By providing us with your payment details, you accept and consent to being charged with membership fees in the form requested by CCC upon your application being approved or renewed. It is within our discretion to amend our membership fees at any time, and we will notify you in advance if there are to be any changes to the amount, date or frequency of the payment of your membership fees.

6.2 Failure to pay the annual subscription (or any installment thereof) within one month of the due date will result in the member not being admitted to CCC and the membership being terminated.

6.3 The Annual Membership Fees are not refundable under any circumstances and regardless of whether CCC terminates a Member's membership.

6.4 The Member shall promptly pay all costs incurred including application fees, membership fees, driving charges, damages, penalties and other costs as provided in any fees and penalty schedules in effect from time too time regardless as whether or not such schedules are generally publicized.

No interest is paid on any Member Joining Fee, Annual Membership Fee or other deposit while a Membership Application is pending. These fees are not held in a separate account.

## **7. RESIGNATION OR TERMINATION OF YOUR MEMBERSHIP**

7.1 If you have selected monthly, quarterly or annual payment and choose to resign your membership (or your membership is cancelled part way through the year), you will still need to pay your full membership fee for the remainder of the year. Under these circumstances any remaining balance shall become immediately due and payable. CCC is also entitled to liquidated damages in the amount of \$500.00.

## **8. TERMINATION**

8.1 Subject to all its other rights and recourses, CCC may, at any time, upon five (5) days' notice, terminate the Agreement and the Members membership in CCC: (i) if the Member fails to pay any sum due under this Agreement or fails to comply with any term or condition specified in the Agreement; or (ii) without cause, in CCC's sole discretion. Upon such termination, the former Member shall not be entitled to any refund of all or any of the fees paid for membership. Further the former Member shall remain responsible for any outstanding fees, costs or expenses including damages caused by them and incurred prior to termination of this Agreement.

8.2 This Agreement shall be automatically and immediately terminated upon written notice by CCC to the Member if the Member (i) is not paying its debts as such debts generally become due, (ii) becomes insolvent, (iii) files or has filed against it a petition (or other document) under any bankruptcy law or similar law that is unresolved within sixty (60) days of the filing of such petition (or document), (iv) proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, (v) makes a general assignment for the benefit of creditors, or (vi) if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business.

8.3 This Agreement shall be terminated if CCC, in its sole and absolute discretion, determines that a Member has caused damage to any Club property including Club vehicles on the road or in the Clubhouse (regardless of whether CCC has insurance for such damage) and the Member fails to pay the amount of damages specified by CCC within 5 business days after receiving notice of such damage and such amount.

8.4 Upon termination, all of the Member's rights to use CCC's services and vehicles, if applicable, shall immediately terminate. The Member agrees to return immediately to CCC all access card(s), any vehicle or any other property of CCC it might have in its possession. Additionally, the Member shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise (including, without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to CCC including any claim for damages or reasonable attorneys' fees).

## **9. PARKING**

9.1 Outside of purchasing a parking day pass or leaving your car here when you have one of CCC's cars out for a booking, there is no parking at Classic Car Club.

9.2 In the event you park a car(s), CCC assumes no responsibility for such car. Parking is at your own risk and you are responsible for the towing of said vehicle should the need for removal by tow-truck assistance be required.

## **10. MISCELLANEOUS**

10.1 The rights granted to the Member under this Agreement are not assignable or transferable to third parties, in whole or in part. Any attempt to transfer this Agreement without the written consent of CCC shall be void and of no force and effect.

10.2 No delay or omission by CCC to exercise any right or power occurring upon any noncompliance or default by the Member with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by CCC of any covenant, condition, or agreement to be performed by the Member shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

10.3 If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.4 This Agreement is governed by the laws in force in New York and shall be interpreted according to the internal laws of such state, without reference to its conflicts of laws or choice of law rules. All disputes hereunder shall be resolved solely in the applicable state or federal courts of New York. The parties hereby consent to the sole jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

10.5 CCC reserves the right to change the terms of this Agreement from time to time and shall generally publicize such changes to CCC's membership. Such changes shall be effective immediately regardless of the extent to which such changes are publicized.

10.6 The Member understands this Agreement and hereby authorizes CCC to charge the Member's credit card account for all sums due or that become due under this Agreement.