

Terms and Conditions of The Club at Sunset Membership Agreement
Updated: February 1, 2025

This document (the "Agreement") sets forth the terms and conditions of memberships at The Club at Sunset. If you have any questions, please feel free to consult any member of our management or senior staff for assistance.

- 1. LICENSE ONLY.** This Agreement provides Members a limited license to use the facilities and participate in the programs operated or coordinated by Sunset Aquatics, LLC, a North Carolina limited liability company (the "Club") at Sunset Ridge, Sunset Ridge North, Sunset Oaks, and Sunset Bluffs.
- 2. HOW TO BECOME A MEMBER.** In order to become a Member, applicants must submit a complete, current Membership Application together with the requisite initiation fee. Members must also execute a bank draft authorization for monthly dues. No person shall have any rights of membership until The Club approves the Membership Application.
- 3. MEMBERSHIP TYPES.** The Club typically offers different membership categories, such as family, individual, and empty nester. The Club will prescribe criteria and monthly dues and fees for each membership type, which may vary from time to time.
- 4. MINIMUM COMMITMENT.** As part of the consideration for membership, the Member hereby agrees to pay the monthly dues for a period of not less than one (1) year from the date of the Agreement. In the event the Member cancels a membership for any reason, prior to the One Year Commitment being fulfilled, the Member agrees to continue to pay the monthly dues until the One Year Commitment has been reached.
- 5. BANK DRAFT AUTHORIZATION.** Members hereby authorize The Club (or its agent) to debit their financial account the monthly dues (plus any applicable taxes) in effect from time to time (and which may change on an annual basis). This authorization will remain in full force until The Club has received written notification from Member in such time and manner to afford The Club reasonable opportunity of act upon it (normally, at least ten days notice).
- 6. FEES RELATING TO YOUR BANK ACCOUNT.** You are solely responsible for any and all fees charged to your bank account by the financial institution including, but not limited to, membership, overdraft, insufficient funds fees. Cash or check will not be accepted for monthly billing.
- 7. SERVICE CHARGES.** You agree to pay a \$25.00 charge (plus applicable taxes) for all rejected payments. Any arrears of dues owed to The Club will bear interest at 18% per annum (subject to applicable usury laws).
- 8. SUSPENSION/TERMINATION.** The Club may suspend or terminate your membership at any time for any breach of this Agreement or for any other reason by giving you written or oral notice of such termination, with or without cause. If The Club terminates your membership, you must immediately surrender your membership card and you will remain liable for all unpaid dues (including any Monthly Membership charges and all other charges against your

account). If your membership is terminated by The Club, you will not receive a refund on any amounts paid under any type of membership.

- 9. DIGITAL COMMUNICATIONS.** You agree that The Club may communicate with you by email at your current email address in our records. You will advise us if your preferred email address changes.
- 10. DEFAULT.** If you default on any payment due under this Agreement, The Club may declare all or any of the future payments to be made under this Agreement immediately due and payable.
- 11. CHANGES TO POLICIES, FACILITIES, AND PROGRAM.** The Club may introduce new facilities or programs from time to time, which may be available to Members for an additional fee. The Club may publish and amend policies and regulations for the facilities, or modify its fees for membership, from time to time and for any reason. You acknowledge that The Club may change membership fees or benefits at any time; provided, however, that The Club will give prior notice via email to Membership holders of any change to the periodic membership fees. You agree that, unless you cancel your applicable Membership prior to the effective date of the change, you will be charged the new applicable periodic monthly dues (plus applicable taxes) on each periodic anniversary date after the effective date of such change, and you authorize The Club to charge the new periodic monthly dues (plus applicable taxes) to your account. The Club reserves the right to suspend, modify or end the membership program without prior notice, in its sole discretion. You agree that membership at The Club does not involve an extension of credit or a retail installment sale since The Club does not impose a finance charge and you may cancel membership at any time. Void where prohibited.
- 12. IDENTIFICATION.** If requested, you agree to show a government-issued identification each time you wish to exercise your membership benefits.
- 13. HOURS OF OPERATION; SCOPE OF ACTIVITIES.** From time to time, The Club may alter the days and hours that our facilities are open for business or may hold special private events that restrict all or a portion of available facilities to Members. You understand that The Club will be busier at some times than others on different days of the week. The Club may also adjust the service offerings from time to time without notice.
- 14. PICTURE IDENTIFICATION/SIGN IN.** You agree to have your picture taken for The Club's internal purposes upon joining, if requested by The Club. Members and guests must check-in at any designated check-in point upon entering The Club. Members must show their membership identification (ID) (and if requested, a government-issued identification) to a staff member and may be required to leave their identification cards at the check-in point, insert their cards into applicable card readers, and comply with any other reasonable check-in procedures. Members may not loan their membership identification or digital profiles to anyone. Members must be in good standing (for example, your account must be paid to date) to be eligible for to use facilities or programs of The Club.
- 15. WAIVER.** You understand that your use of The Club facilities will be undertaken at your sole risk. You understand that you are voluntarily participating in activities and using The Club

facilities and premises (including the parking lot) and you assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property; you further agree that The Club, its officers, directors, employees, and agents will not be liable for any claims, demands, injuries, damages, actions or causes of actions whatsoever in respect of you or your property (including lost or damaged personal possessions), arising out of or connected with the use of any of the services or facilities of The Club. You, on behalf of yourself and your family members and your guests, expressly release, discharge and agree to indemnify The Club, its officers, directors, employees, and agents from all such claims, demands, injuries, damages, actions or cause of action, notwithstanding any negligence on the part of one or more of them.

16. SAFETY. All Members and guests are subject to compliance with any rules and regulations of The Club that may be posted from time to time at the facility and/or online. In the event that a Member fails to comply with said rules and regulations, The Club may (1) suspend all membership privileges or (2) revoke all membership privileges. The Club reserves the right to amend or alter these rules and regulations at any time in our sole discretion. Unless provided otherwise, all amendments to these rules and regulations are effective immediately.

17. INJURIES. You will immediately report any accident or injury suffered in The Club's facilities to a staff person, and you will provide a written report from your doctor within a reasonable time, if requested by The Club.

18. NO RIGHT TO REMAIN. Members and guests are subject to the control and guidance of the The Club staff and must follow their instructions while at The Club. Members and guests agree to conduct themselves in a well-mannered fashion when in or about The Club and not cause any disturbances or interfere with the safe use or enjoyment of The Club by other members and guests.

19. DAMAGE TO FACILITIES. You agree to pay for damage to The Club equipment and premises and third-party property outside of The Club caused by you and/or your guests or family members' careless use of equipment or other intentional or negligent acts.

20. TEMPORARY CLOSURE. The Club may temporarily close the facilities in its sole discretion for any reason including, without limitation, in the case of inclement weather. Members and guests are immediately required to comply with announcements and staff instructions regarding weather-related stoppages.

21. TERMINATION BY THE CLUB. The Club may terminate this Agreement with immediate effect (and without refund) in the event of a breach of the terms and conditions of this Agreement, the Club rules, or other policies or regulations adopted by The Club from time to time. Additionally, The Club may terminate this Agreement without cause, for convenience or any other reason, effective (i) at the end of a monthly membership period, or (ii) if sooner, upon 10 days' notice to Member (in which case a pro rata amount of any pre-paid monthly fees will be returned).

22. TERMINATION BY MEMBER

Members may terminate Memberships at any time without penalty, subject to the

requirement to pay dues for a minimum period of one year. However, termination requests must be made at least 10 days before the beginning of a month in order to be effective for the month. Memberships may only be cancelled by sending an email to [Carrie@clubatsunset.com] and stating that you want to cancel. Cancellation will be scheduled for the next month, assuming there is at least 10 days notice. Monthly fees are nonrefundable. A member must wait at least 60 days to subsequently rejoin The Club as a Member, and shall be subject to any generally applicable initiation fees.

23. LIMITATION OF THE CLUB'S LIABILITY. No matter what, recovery for any breach of this Agreement by The Club is strictly limited to the aggregate monthly Membership charges you have paid to The Club during the prior six months, and you agree that recovery of incidental and consequential damages are not a remedy available to you.

24. SOCIAL MEDIA/USE OF THE CLUB NAME/LOGO/IMAGES. The Club is committed to delivering the highest possible customer experience to its Members. Any use of images or materials (collectively, "Images"), that refer to or depict The Club venue or The Club's name, logo, symbol, trademark or tradename (collectively, "The Club Marks") shall be subject to The Club's ongoing approval and consent, which may be retroactively revoked. Although The Club encourages Members to post positive feedback regarding their experiences at The Club, you agree to not make any untruthful statements or assertions in connection with such posts. Additionally, prior to posting any unflattering feedback on social media, Members agree to use good faith efforts to seek recourse directly from The Club management. Members shall remove any postings if requested by The Club (this obligation survives termination of this Agreement). Members have no rights or interests in any intellectual property owned or licensed by The Club. Images may not be used to state or imply the endorsement by The Club or of any The Club personnel with any commercial product, process or service, or used in any other manner that might mislead or imply any approval, sponsorship, endorsement or affiliation between the Member and The Club. Commercials or other promotional messages may not be filmed at the The Club venue unless the Member enters into a separate agreement with The Club expressly permitting such use. Members may not use trademarks, logos or other content that is confusingly similar to The Club Marks. If Member wishes to obtain The Club's permission for any uses of Images or The Club Marks or for any other use which is not specifically addressed in this Agreement or Client becomes aware of unauthorized use of The Club Marks, please contact [Carrie@clubatsunset.com]. Please note that permission is at The Club's sole discretion and, if granted, will only be granted under certain conditions and/or subject to the Client entering into an agreement with The Club. You also agree that The Club, its assigns, licensees, and legal representatives the irrevocable right to use your name, picture, portrait, or photograph in all forms and media and in all manners, including composite, for advertising, for publication or any other lawful purposes, and you waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith.

25. NON-WAIVER. No waiver of any provision in this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

- 26. ASSIGNMENT.** The Club may assign this Agreement, and, provided that the assignee agrees to assume the obligations of The Club in this Agreement, then The Club will be fully relieved of those obligations upon notice to you of the assignment. You understand that you may not assign your membership to another person.
- 27. GOVERNING LAW.** This Agreement is governed by the laws of the State of North Carolina, and the parties hereto agree to the venue of the state courts sitting in Wake County.
- 28. INVALID PROVISIONS.** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.
- 29. SCOPE.** This Agreement is applicable to all family members and guests who receive any benefits of Membership.