



Individual Membership Agreement

The undersigned signatory (the “Member”) wishes to be an Individual Member of Apiary Social Club (“Apiary”) and hereby agrees to be bound by the terms and conditions of this Membership Agreement (this “Agreement”) by and between Midwest HP, LLC, a Nebraska limited liability company (“Company”), and the undersigned Member. The binding nature of this Agreement on Company is contingent upon Company’s approval of the Member’s membership, which shall be at Company’s sole and absolute discretion. In this Agreement, the terms “you” and “your” refer to the Individual Member.

Member Benefits

Your membership entitles you access to Apiary and Company’s facility (the “Facility”) until your Membership expiration date. In addition to the terms and conditions contained in this Agreement, your acceptance of this Agreement shall be deemed an acceptance of the terms and conditions described in the membership sign up on apiary.club.

- a. Membership gives you the right to use the Facility during normal hours of operation (12pm – 12am). Company may allow access before opening hours of operation.
- b. Each member is permitted to add their spouse or partner to their membership.
- c. Individual members may pay the hourly rate to access and use the Facility’s conference room. Reservations are made on a first-come, first-served basis and cannot be overridden for priority. Members that fail to appear for reserved use of the conference room will be assessed a \$30 no-show fee.
- d. You will be given access to the Facility through a “Digital Access App” called GeoKey. We ask that it be used only by you, the Member.
- e. The credit/debit card or bank information used to pay for your membership will be kept on file and used for purchases made in the Facility unless otherwise requested. This provides you with ease of use and hassle-free service during your visits.

Member Obligations

The Member acknowledges and agrees to the following terms and conditions:

- a. Alcoholic beverages cannot be brought into the Facility unless the Member has a wine locker. Any and all illegal substances may not be brought into the Facility. Company is not responsible for Member’s failure to comply with this membership condition. If Member fails to comply with this membership condition, Member’s membership shall terminate immediately and all funds paid by Member shall be forfeited.
- b. Cigars stored within cigar lockers must be purchased from Company. This limits opportunities for tobacco beetles to damage other members’ cigars within their lockers.
- c. Members must be courteous to staff at the Facility. If the Member engages in any unprofessional, sexual, or unacceptable language/physical conduct, the Member’s membership may be terminated at Company’s discretion.

- d. A 20% gratuity will be added automatically to all service-related purchases, but you will have the ability to add more to any bill for exceptional service.

Membership Documents

Upon Company's acceptance of this Agreement, the Member's membership in Apiary shall be subject to this Agreement and any other rules, policies, plans or terms or conditions adopted by Company (collectively, the "Membership Documents"). The Member hereby acknowledges receipt of the Membership Documents and that the Member has read and understands them, and agrees to be bound by the terms and conditions thereof as the same may be amended from time to time by Company, in its sole discretion. Except as otherwise specifically provided, for purposes of the Membership Documents the Member's membership will be considered an Individual membership. The Member further acknowledges that it is not relying on any oral representations of any party in acquiring a membership.

Term

The membership term is six (6) months. Membership will commence the date that the last party signs this Agreement. Membership will last for six months therefrom (the "Term"). Membership will be automatically renewed on a month-to-month basis unless notice is given within thirty (30) days before the end of the Term.

Fee

The membership fee is \$250 per month. This amount must be paid monthly either by credit/debit card or bank information on file.

Along with the membership fee, membership requires a monthly minimum spend of \$100.00 per month, per individual on the membership. The monthly minimum spend will be assessed quarterly. Any deficit(s) relating to a Member's monthly minimum will be charged to the Member's account at the end of the quarter during which the deficit occurred.

Closings

From time to time, the Facility may partially or fully close and be unavailable for use in Company's sole discretion. The Facility will make every effort to minimize disruption to Members during these periods.

Terminating Membership

Any and all membership privileges obtained through this Agreement may be revoked or changed at any time. This Agreement shall remain in effect until one or more of the following occur:

1. Member fails to meet any requirements of membership; or
2. Company ceases to do business.

Confidential Information

Company may collect and process personal information of the Member as necessary for the provision of services under this Agreement. Company shall collect and process such personal information only to a reasonable extent necessary and in compliance with applicable data protection laws and regulations. Company shall treat all personal information obtained from the Member as confidential and shall implement reasonable technical measures to protect such personal information. Company shall not sell or rent such personal information to third parties without your explicit consent.

Indemnification

The Member agrees to indemnify and hold harmless Company, along with its officers, directors, agents, subsidiaries, joint ventures, and employees, from any claims or demands made by third parties, including reasonable attorneys' fees, resulting from the Member's breach of this Agreement or violation of any laws or third-party rights.

Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or any other similar relationship between the parties. Furthermore, neither party shall hold themselves out as an agent or representative of the other party, nor shall they assume any liabilities or obligations on behalf of the other party. This agreement does not create any third-party beneficiary rights.

Governing Law

This Agreement shall be construed under and governed in accordance with the laws of the State of Nebraska.

Assignment

The Member hereby acknowledges and agrees that the Member may not pledge, assign, or otherwise transfer the rights or interests granted to the Member under this Agreement.

Assumption of Risk and Release

The Member hereby acknowledges that the use of the Facility and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. The Member hereby accepts any and all risk of injury to itself, and the Member's guests, invitees and family members sustained while using the Facility or while involved in any event or activity incident to membership. In accepting the risk of injury, the Member acknowledges, on behalf of itself and on behalf of the Member's guests, invitees and family members, that the Member and each of them understand that the Member and they are relieving the Company and its successors and assigns and each of its board of directors, officers, managers, owners, partners, employees, representatives and agents from any and all loss, cost, claims, injury, damages or liability sustained or incurred by the Member, and the Member's guests, invitees and family members resulting from or arising out of any conduct or event connected with membership in Company and use of any of the Facility.

THE MEMBER HEREBY ACKNOWLEDGES THAT IT IS ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE FACILITY AND PARTICIPATION IN APIARY, AND NOT AS AN INVESTMENT OR FOR ANY ECONOMIC PROFIT OF ANY NATURE FROM COMPANY.