



## Membership Application

**Member Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_

**Effective Date:** \_\_\_\_\_ **Fob Key #:** \_\_\_\_\_

**Membership Type:** (circle one) **Member Only** (Annual \$200, 6 mo. \$140)

**Member + Spouse** (Annual \$225, 6 mo. \$150)

**Payment:** (circle one) **Annual** **Semi-annual**

**Birthdate:** \_\_\_\_\_

(Circle One) **Visa** **Mastercard** **Discover** **American Express** **Cash**

**Card #:** \_\_\_\_\_ **Exp date:** \_\_\_\_\_ / \_\_\_\_\_

**CVC Code:** \_\_\_\_\_

I, \_\_\_\_\_, give Club Vitola permission to charge this card for \$ \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**By signing this membership contract, you agree to the following terms and policies:**

- You are over the age of 21 years of age.
- No smoking cigarettes or vape in Club Vitola.
- Payment is due upon signing and is nonrefundable and nontransferable.
- You will be issued a key fob to the Club Vitola Lounge and it must be returned upon termination of membership. There will be a \$25.00 charge for each lost key fob.
- Management reserves the right to close the lounge on occasion for any purpose or function or open the lounge to the public for any purpose or function.
- Management reserves the right to suspend or revoke a membership for nonpayment of bill, breach of contract, misconduct, or failure to adhere to any of the rules, regulations, and policies set forth by Club Vitola. Removal of any Club Vitola property will result in immediate termination of membership.
- Management reserves the right to refuse service and/or lounge access to any person and/or guest.
- **Guest Policy:** You are allowed two (2) guests per calendar month at no additional cost. All additional guests shall pay \$10.00 each, per day. The same person cannot be a guest more than twice per month, without becoming a member. All guests must sign in with a Club Vitola employee prior to entering the lounge. I, as the member, understand I am responsible for the actions of my invited guests.
- **Cancellation Policy:** Notice to cancel membership must be received in writing 30 days prior. A pro-rated refund will be mailed to the member within 30 days of cancellation date.

**Entire Agreement**

This agreement, in conjunction with the membership application, shall constitute the entire agreement between you and Club Vitola regarding your membership and the duties and obligations of all parties associated therewith, and it shall supersede any and all prior negotiations, representations, warranties, undertakings, or agreements, written or oral, between the parties.

**Severability**

To the maximum extent possible, each provision of this agreement shall be interpreted in such manner as to be valid and enforceable under applicable law. If any provision of this agreement is held to be invalid or unenforceable under applicable law, such provision shall be modified so as to be rendered valid and enforceable while implementing, to the maximum extent possible, the original intent of such provision. If such modification is not possible or allowed, then such provision shall be ineffective only to the extent of such unenforceability or invalidity without affecting the remainder of such provision or any other provisions in this agreement.



**Choice of law**

**In the event litigation is required based on the terms of this agreement, the parties hereby agree that any and all such litigation will be filed in the County of San Joaquin and the agreement and transaction shall be governed by the laws and regulations by the State of California.**

**Waiver and Release**

**I recognize there are health risks associated with activities that take place at Club Vitola Cigar Lounge, including, but not limited to, the effects of cigar smoking and secondhand smoke. Breathing the air in this smoking area can expose you to chemicals including tobacco smoke and nicotine, which are known to the State of California to cause cancer and birth defects or other reproductive harm.**

**I hereby waive and release any and all claims and agree to hold harmless Club Vitola from and against all actions, demands, liabilities, suits, costs, and expenses, including attorney fees and claims, both known, unknown, and unrecognizable, for negligence arising out of the use of the facilities, participation in Club Vitola events, and my membership in Club Vitola.**

**I have carefully read and agree to the above terms and policies set forth in the Club Vitola membership application and membership contract as it now exists and as it may be amended in the future.**

**Printed Name: \_\_\_\_\_**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**



## **Membership Policies and Agreement**

**Your Club membership includes:**

- ❖ **Full access via personal key fob of the Member's only Club Vitola Lounge during normal business hours.**
- ❖ **Members are given first option to purchase allocated cigars or limited production cigars.**
- ❖ **Members will enjoy special events such as cigar samplings, pre-event parties and member's only occasions.**
- ❖ **Members are entitled to one cigar of their choice for their birthday. The cigar is to be picked up during their "birthday week". A members "birthday week" is defined as the Sunday-Saturday of which the member's birthday falls on.**