



**FRISCO GUN CLUB
MEMBERSHIP AGREEMENT**

This Membership Agreement (this “Agreement”) is made to be effective as of _____ (the “Effective Date”), between the Frisco Gun Club, LLC a Texas limited liability company, Frisco Dining Club, LLC a Texas limited liability company, and FGC Holdings LLC a Texas limited liability company, hereafter these companies are collectively referred to as (“FGC” or the “Club”) and _____ (“Members”) for use of FGC amenities and services (the “FGC Services”). “Members” are defined as you, your spouse, and other members of your immediate family that qualify as immediate family under the age of twenty-five (25). By accepting this Agreement and completing the application process, you, and your immediate family if applicable, acknowledge and agree that you are becoming a VIP Club member of the FGC and agree to do so upon the terms and subject to the conditions below.

AGREEMENT

1. **General.** FGC reserves the right, in its sole discretion and at any time, to make changes to this Agreement and its other policies concerning the use of the FGC. FGC also reserves the right, in its sole discretion and at any time, to waive or modify any of the terms of this Agreement. Changes will become effective when made and the updated Agreement (or applicable policy) is posted on the FGC website. However, no change shall be applicable to any dispute between FGC and any Member that arises prior to the time such change is effective. As described below, any Member who violates this Agreement may be banned permanently from using some or all of the FGC Services.

2. **Benefits of FGC Membership.** FGC VIP Members, including the primary member and any additional family members listed on the membership, along with guests, will enjoy the following benefits at FGC, subject to change, revision or removal at any time at the sole discretion of FGC:

- (1) Full access to the FGC Dining Room, full bar and cigar lounge.
- (2) Exclusive VIP parking and concierge service.
- (3) Exclusive use of six (6) VIP shooting lanes for members and guests.
- (4) Priority lane reservation and access on non-VIP and 100-yard rifle lanes.
- (5) Access to on-site gun vault with storage of up to 2 firearms.
- (6) After-hours secure biometric access to VIP shooting lanes.
- (7) No range fees, and range guests on the same lane are free.

- (8) Guest access to dine and shoot with Members.
- (9) Member discounts on ammunition, firearms, accessories, and classes.
- (10) Annually - 1 complimentary handgun rental; free machine gun rental with 2 magazines on member birthday; 6 firearm cleanings
- (11) Complimentary VIP Club tactical range bag.
- (12) Complimentary eye and ear protection.

3. **Monthly Membership Dues.** All Frisco Gun Club VIP Club Members shall pay monthly dues of \$200. Charge will be incurred on the 1st day of each month of membership.

4. **Membership Rules and Regulations.** All Frisco Gun Club VIP Club Members shall abide by FGC Rules and Regulations attached hereto as Appendix A.

5. **Right to Regulate Facility Use.** FGC reserves the right to restrict the use of the Club facilities at certain times for certain events. FGC also reserves the right to schedule certain events at certain times even though Member and non-member use may be restricted.

6. **Member Identification and Use of Member ID Number.** As part of the application process, Member will be assigned a member ID number. The information supplied by Member during the application process must be accurate and complete and Member agrees to not join under the name of another person. The member ID number will be used in connection with an ID card which will identify Member and Member's family. When dining in the restaurant, Member may charge food, beverage and alcohol to the member ID and shall be billed once a month for this usage. All FGC memberships extend Member privileges to the spouse and immediate children of the Member who are under twenty-five (25) and not married. Family members must be signatories to this Agreement. All charges will be billed to one Member Account.

7. **Offer Discontinuation.** The FGC reserves the right to limit the sale of new memberships of any kind, at any time, at its sole discretion.

8. **Transfer of Membership.** All FGC memberships are fully transferrable. A FGC membership may be resold at a fair market price, traded, gifted or transferred, subject to approval from the internal FGC membership committee. To be eligible for transfer, the member must keep the membership in good standing until the time of the sale and continue to pay all dues, fee charges in a timely manner. It is the member's responsibility to find and identify the potential member involved in the transfer.

9. **Frisco Dining Club Restaurant and Bar.** All Members of the FGC must be twenty-one (21) years of age. Minor children in possession of an alcoholic beverage are to remain at the same table or in the visible presence of their parent. Proof of relationship must be provided upon request. Service of alcoholic beverages shall be made only to Members and their guests over the age of twenty-one (21). Only Members will be allowed to pay for service of alcoholic beverages and will be responsible for all indebtedness of their guests. Appropriate clothing must be worn at all times. No excessive use of foul language will be allowed. No harassment of wait staff or other Members will be tolerated.

10. **No Equity Interest.** This Agreement in no way grants or implies any equity interest in FGC, voting rights pertaining to club policy, or any privileges not expressed herein.

11. **Privacy.** FGC strives to deliver quality customer service to its Members. FGC values Member business and, most importantly, Member loyalty. Member privacy is important to FGC. This privacy statement demonstrates FGC's commitment to assuring a strong and meaningful relationship with the Members and their guests, and addresses questions about the type of personal information FGC collects, the third parties with whom FGC might share such information, and how Member can review or change the personal information provided to FGC.

This privacy statement applies to FGC and its affiliates only, and only to information provided to or collected by FGC and its affiliates, whether online through friscogunclub.com or FGC social media websites, in person when Member provides information to FGC, or from third parties to whom Member has provided information. FGC is not responsible for the privacy practices of any third parties.

FGC will never sell, trade or barter personal private information of its members or guests to any third party without their express consent. FGC values the complete privacy of its members and guests and will use Member and guest information only for internal service-related reasons.

12. **Member Conduct.** FGC expects all Members to conduct themselves in an appropriate manner becoming of a private club. Members shall be respectful to other Members and guests of Members, as well as staff and employees of FGC. Members shall respect and interact with fellow Members as they would in any public arena. Civility and respect underlie the success of a member community; if a Member wishes to take issue with the statements of other Members or the Staff, Member shall engage in healthy, mature conversation. FGC wants to maintain an inviting environment for all Members and guests. Disruptive conduct will not be tolerated.

13. **Adherence to Regulations.** Member agrees to abide by all FGC Rules and Regulations in Appendix A and direction from authorized club personnel and distributed to the Members or posted on the club premises.

14. **Damage.** If the club is damaged or destroyed to the extent that it is unusable, FGC, at its option, may elect to repair and restore the club. During any period when the club is unusable, FGC shall be under no obligation to provide Member with any replacement facilities. If FGC elects to repair or restore the club, this Agreement shall remain in full force and effect and Member shall not be entitled to any credit for membership fees paid nor entitled to any compensation for any inconvenience or annoyance arising from the construction, repair or alteration of the club, regardless of the necessity or occasion therefore, or for damage to any personal property of Member or his/her guests.

15. **Termination of Membership.** Membership may be revoked if Member fails to abide by the terms of this Agreement. Member understands that FGC may exercise this right in its sole discretion. Member may terminate this agreement at any time with written notice. Upon termination, Member will be liable for any unpaid charges, dues or initiation fees due to the club, up to and including collection costs and attorney's fees. Member initiation fees and dues are non-refundable.

FGC reserves the right to immediately terminate membership of a member who:

- (a) Commits a felony or misdemeanor at the Club.
- (b) Violates the rules in Appendix A.
- (c) Ninety (90) day delinquency or frequent delinquency in payment of dues or charges.
- (d) Willful destruction of the Club or staff, Member, or guest property.
- (e) Physical or verbal abuse of staff, Members or guests.
- (f) Conduct injurious to the reputation of the Club or its Members.
- (g) Conduct which detracts from Club Management's absolute right to manage the Club and preserve its financial integrity.

16. **Reserved Rights.** FGC Members may charge purchases and fees in the restaurant and bar to their member account. Account charges and dues will be considered late if not paid by the end of the month in which the bill was received. A finance charge of 1.5% per month will be assessed on late accounts. Charge privileges will be suspended for accounts over thirty (30) days late. Membership privileges will be suspended for accounts over sixty (60) days late. Membership will be revoked for accounts over ninety (90) days late, with no refund of initiation fee or dues. All accrued past charges will be the responsibility of the delinquent Member including collection costs and attorney fees. Member ID cards are property of FGC and may only be used by those specified on the Agreement and must be returned to the FGC upon request.

17. **Dress Code.** The following attire will not be allowed in the FDC restaurant or cigar lounge: casual gym-type wear (gym shorts, tank tops, sweat pants, etc.), swimwear, athletic shoes other than golf shoes or smooth-sole tennis shoes. Proper Club attire is required at all times, with appropriateness determined by the Staff.

18. **Representations and Warranties.** By signing this Agreement, Member represents and warrants to FGC that the information provided is current and accurate, and that Member has the necessary rights, power and authority to enter into this Agreement, and to perform the acts required of the Agreement.

19. **Limitation of Liability.** Neither FGC, nor any of their owners, managers, employees, agents or representatives shall be liable to Member, his/her guests, or any other person for any injury, loss, or damage to property or person due to any cause whatsoever. This includes the following, without limitation: (a) any disrepair of the club, (b) any defect in or failure of plumbing, gas, water, electrical, sprinkler, steam or other pipe, sewage or mechanical system, (c) any acts or omissions of other club members or guests of club members or any other person, (d) theft, fire, weather, riot, court or order of governmental authority and (e) the negligence of FGC or any of their owners, managers, employees, agents or representatives, except injury, loss or damage caused by the intentional misconduct of FGC or their managers, employees, agents or representatives. Member hereby agrees to indemnify, defend and hold harmless FGC, and their owners, managers, employees, agents and representatives from all claims, losses and liabilities whatsoever arising out of any injury, loss or damage to person or property arising out of the use of the club by Member or his/her guests. Each Member of FGC shall be liable for any property damage and/or personal injury at the FGC, or at any activity or function operated, organized, arranged or sponsored by FGC, caused by him or her, any guests or any family members. The Member agrees to pay all costs associated with this damage or injury.

20. **Indemnification.** Member agrees to be responsible for any damages resulting from any violation of this Agreement. Member further agrees to indemnify and hold FGC and its

subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Member's violation of this Agreement, or any breach of any representation made by Member in this Agreement, or any violation of any law or the rights of a third party (including any right of publicity, right of privacy, intellectual property right, or any other proprietary right) that occurs in connection with Member's use of the FGC. Member hereby indemnifies for any damages resulting from use of the FGC during after hours.

21. **Arbitration.** Any dispute, controversy or claim arising out of or relating in any way to this Agreement, FGC, or the Parties including their owners, managers, employees, agents or representatives, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of this Agreement shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to this Agreement, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. **The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.**

- a) This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.
- b) The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within twenty days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the Dallas office of the American Arbitration Association and shall select the arbitrator in accordance with the terms of this agreement.
- c) The arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association.
- d) The arbitration shall be conducted in Dallas, Texas.
- e) The laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.
- f) Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.
- g) The Parties shall not be entitled to discovery in the arbitration except that any Party shall be entitled to request no more than 1000 pages of documents and to take three depositions not to exceed four hours for each such deposition. Any Party shall be entitled to depose any expert who will testify in the arbitration proceeding but shall pay the regular hourly rate of such expert during such deposition. In addition to the foregoing, any Party shall be entitled to take the deposition of a witness who will testify

at the arbitration but who is unavailable to testify at the hearing to preserve such witness' testimony for the arbitration hearing.

- h) The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten days before the arbitration hearing.
- i) The arbitrator shall have no authority to award punitive damages, consequential damages, special, or indirect damages.
- j) The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Section shall survive the termination or cancellation of this Agreement.

23. **Severability.** If any provision of this Agreement is deemed invalid, void or for any other reason is unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the balance of this Membership Agreement.

24. **Waiver.** No waiver of any right or remedy of FGC in this Agreement shall be construed as a waiver or release of any other rights FGC may have. No failure or delay by FGC to exercise any right or remedy under this Agreement shall be construed as a forfeiture or waiver of that right or remedy at a later time.

Member Name

Address

City, State, Zip

Member Signature

Date

Frisco Gun Club By:

Date

Family Member Name

Relationship

Family Member Signature

Date

Family Member Name

Relationship

Family Member Signature

Date

Family Member Name

Relationship

Family Member Signature

Date

Family Member Name

Relationship

Family Member Signature

Date

Family Member Name

Relationship

Family Member Signature

Date

**APPENDIX A
RULES AND REGULATIONS OF THE FRISCO GUN CLUB**

The following rules and regulations have been decided and agreed upon by the Directors and Officers of the FGC. These rules are to be observed by all Members. Any violation of any of these rules by any Member will be cause for possible cancellation of membership and removal and/or banishment from the club.

1. All Members of the club must be twenty-one (21) years of age.
2. Minor children of Members in possession of an alcoholic beverage are to remain at the same table or in the visible presence of their parent. Proof of relationship must be provided upon request.
3. Service of alcoholic beverages shall be made only to Members of the Club and their guests over the age of twenty-one (21).
4. Only Members of the club will be allowed to pay for service of alcoholic beverages and will be responsible for all indebtedness of their guests.
5. Appropriate clothing must be worn at all times.
6. No excessive use of foul language will be allowed.
7. No harassment of wait staff or other Members of the club will be tolerated.
8. Members shall not engage in conduct that may be injurious to the reputation of FGC or its employees.
9. All complaints regarding FGC shall be communicated in writing to the management of FGC.
10. No member of the Club shall be allowed to circulate any subscription list, or to place any advertisement, or exhibit any article for sale, in the Clubhouse or any other Club building.

These rules may be amended from time to time by the Directors and Officers of FGC as needed to provide for an enjoyable and pleasant environment for all Members of the Club.

Member Signature

Date

FGC Dining Club By:

Date



Corporate VIP Club \$3,000

VIP Club \$1,500

Member Name _____

Mailing Address _____

Email Address _____

Phone (Primary) _____ home / cell / work

Spouse Name _____ Phone _____

List immediate children under 25 (with ages) _____

Emergency Contact Name/Phone _____

*** Monthly Dues are \$200/month*

Form of Payment : Check # _____ Cash _____ Amt \$ _____
Credit Card # _____ Exp ____/____
Name on Card _____ CID _____
Billing Address _____

FRISCO GUN CLUB – APPENDIX B
RANGE USER AGREEMENT AND LIABILITY RELEASE

In consideration of the services of Frisco Gun Club LLC, Frisco Dining Club LLC, and FGC Holdings LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FGC"), I hereby agree to release and discharge FGC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I, _____, acknowledge that target practice at a shooting range entails known and unanticipated risks which could result in serious physical or emotional injury, paralysis, death, dismemberment, or damage to myself, to property, or to other persons.

The risks include, but are not limited to:

1. Participation may result in the undersigned or other persons being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and/or flying debris, slipping or falling on uneven or loose terrain, and hazards associated with an indoor firing range. Furthermore, FGC employees have difficult jobs. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the range equipment might malfunction.
2. I further certify that I have no medical, mental or physical conditions, which could interfere with my safety in this activity, or if such conditions exist, I have made an informed judgment that they are minor, and I am willing to assume the risks that my conditions create, directly or indirectly, and bear the costs and responsibilities for those conditions.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FGC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FGC's equipment or facilities, including any such claims which allege negligent acts or omissions of FGC.
5. Should FGC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself or others.
7. The parties hereby waive the right to a trial by jury in any action or proceeding related to the subject matter of this agreement. If a dispute arises out of or relates to this agreement, any liability release, assumption of liability or assumption of risk, or any injury or claim by the participant against FGC, the parties agree by signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FGC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature: _____ Date _____

Name (Printed): _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name(s)) ("Minor") being permitted by FGC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FGC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature: _____ Date: _____

Name (Printed): _____

Last updated: January 2016

FRISCO GUN CLUB - APPENDIX C
AFTER-HOURS BIOMETRIC ACCESS AGREEMENT

Frisco Gun Club LLC has established the guidelines listed below to regulate VIP member after-hours access to our VIP shooting lanes. We ask that you follow the guidelines listed below:

Guidelines:

1. Be aware that use of range equipment and facility is at one's own risk. There are no employees available to assist you when you access our facility during off hours.
2. No food or drink other than water is allowed in the range.
3. All equipment and supplies are to stay in the facility.
4. You are limited to TWO guests during any after hours visit. Guests are not allowed unless they have signed the "Range User Agreement and Liability Release" and this "After-Hours Biometric Access Agreement" prior to any use of FGC's services.
5. You must be 21 years of age to have biometric access during off hours.
6. The VIP range will be open to all VIP members who have a VIP membership in good standing. Biometric access use hours are: Tuesday-Thursday from 9:30pm-9:30am, Friday -Saturday from 10:30pm-8:30am, Sunday 8:30pm - 7:00am, Monday from 9:00am - Tuesday at 9:30am, and all day for the Christmas and Thanksgiving holidays. Hours are subject to change due to unforeseen situations.
7. All range rules that apply during normal business hours apply to after hours use. (i.e. no drawing from the holster, no banned ammo, etc.)
8. Must bring your own firearms and ammunition. 2 targets are provided per member and guest; additional targets may be signed out on your member number.

I agree to follow FGC's guidelines listed above.

Signature _____ Date _____

Name (please print) _____

Phone _____

Street Address _____

City, State and Zip Code _____

Last updated: January 2016