



MEMBERSHIP INFORMATION

This packet ("Packet") sets forth information as well as the terms and conditions of your membership as a member ("Member") of The Golf School ("The Golf School"). If you have any questions, please feel free to consult any member of our staff for assistance.

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THE GOLF SCHOOL FACILITY AND MEMBERSHIP INFORMATION

1. ABOUT THE GOLF SCHOOL: The Golf School is a private indoor instruction and learning facility in Northwest Austin. The facility features four golf simulators complete with launch monitor technology and well as chipping and putting areas.

2. HOURS: The Golf School is open Monday-Friday from 8 a.m. - 7 p.m. and Saturdays from 8 a.m. - 3 p.m. Check The Golf School instructor lesson availability on the MindBody app for exact daily hours. Instructors will have open hours after the posted close time for lessons. From time to time, The Golf School may make reasonable changes to the days and hours that the facility is open for business.

3. HOW TO BECOME A MEMBER: Submit our online membership inquiry form, give us a call at (512)-767-5566, or come in to our facility to get started. All prospective members receive a free 30-minute swing assessment at The Golf School with a PGA-certified instructor.

4. MEMBERSHIP OPTIONS: The Golf School currently offers monthly membership options based on the amount of desired instruction and participating individuals. These memberships will collectively be referred to as "Monthly Memberships" in this packet. Listed below are the membership plans and common breakdowns of the monthly instruction time. Members may also schedule lessons in any desired time increments.

a. JUNIOR SINGLE MEMBERSHIPS

	Par	Birdie	Eagle
Instruction	2, 45-min lessons	3, 45-min lessons	4, 45-min lessons
Total Instruction Hrs	1 hr, 30 mins	2 hrs, 15 mins	3 hrs
Monthly Price	\$99	\$129	\$159

b. JUNIOR SIBLING MEMBERSHIPS

	Par Sibling	Birdie Sibling	Eagle Sibling
Instruction	4, 30-min lessons	6, 30-min lessons	8, 30-min lessons
Total Instruction Hrs	2 hrs	3 hrs	4 hrs
Monthly price	\$119	\$149	\$189

c. ADULT MEMBERSHIPS

	Birdie	Birdie Plus	Eagle
Instruction	2, 1-hour lessons	3, 1-hour lessons	4, 1-hour lessons
Total Instruction Hrs	2 hrs	3 hrs	4 hrs
Monthly price	\$129	\$185	\$239

d. FAMILY MEMBERSHIPS

	Family	Family Plus
Instruction	8, 30-min lessons	12, 30-min lessons

Total Instruction Hrs	4 hrs	6 hrs
Monthly price	\$219	\$313

e. CUSTOM PACKAGES AVAILABLE FOR JUNIOR PLAYING LESSON MEMBERS

5. ENROLLMENT FEE: The Golf School has a one-time enrollment fee of \$49 for all new members.

6. USING THE MINDBODY APP: The Golf School utilizes the app MindBody for membership information and lesson bookings. After determining an instruction program and placing your credit card information on file, a member of our team will assist you in setting up a member login and password to access the MindBody service. MindBody can be accessed online as well as on the app. Select 'The Golf School' as the location and 'Appointments' to schedule a lesson.

a. BOOKING LESSONS: To book a lesson on the MindBody service, first select your desired instructor and then the lesson time. The instructor's available hours will be displayed as open times in the schedule. Members are able to book lessons as far in advance as desired. MindBody does not allow for same-day bookings.

b. MEMBERSHIP INFORMATION ON MINDBODY: The member profile on MindBody displays specific membership account details, including: the type of plan, the billing cycle dates, remaining visits/instruction time and a log of previous visits to The Golf School.

c. QUESTIONS WITH THE MINDBODY INTERFACE: If you have any questions with the MindBody software, please feel free to let a member of our team know and we will be happy to assist you.

7. THE GOLF SCHOOL LESSON INFORMATION

a. LESSONS: Monthly memberships include a designated amount of total golf lesson time per month. Lessons can be broken down into half hour, 45-minute or one-hour time increments. Lesson time is active for that monthly billing cycle and **does not** roll over to the next month if unused. Consult your MindBody profile for remaining time on your membership plan. Please see section e. below for information about additional lesson time after completing the monthly allotment.

b. LESSON BOOKING: You may choose the instructor and time you wish to take your lesson any time The Golf School is open Monday-Saturday. If your instructor is not available at that time, you may choose to take a lesson with another instructor. If no instructor is available at that time you are required to choose a different time. If an instructor needs to cancel a scheduled lesson for any reason, there will be no lesson deducted from the membership plan.

c. BOOKING PLAYING LESSONS: Beginning October 1, 2017, all playing lesson times will need to be booked through your instructor or another team member as opposed to booking through MindBody. This will ensure that we can set you up with an available

instructor, properly block off time for your lesson as well as block off travel time (if necessary) for the instructor. Thank you for your understanding.

d. **LESSON CANCELLATIONS AND NO-SHOWS:** If you will be unable to attend a previously booked lesson, please let your instructor know in advance as well as cancelling the booking on MindBody. The Golf School policy calls for a 4-hour advance notice for lesson cancellations. Failure to do so will result in the lesson counting towards your monthly instruction time as well as being subject to a \$20 fee.

e. **ADDITIONAL LESSON TIME:** We want all of our members at The Golf School to receive as much instructional time as desired in a given month. If your allotment of lesson time has been used up for the month, you can still book a lesson through MindBody. Instructional time used after the membership package has been completed for the month will be subject to a fee of \$65 per hour for adults and \$60 per hour for juniors.

f. **LESSON CHECK-IN, CHECK-OUT PROCESS:** New policies require instructors at The Golf School to handle checking in and out their students on MindBody. This will help to update member accounts with exact data regarding visits and amount of lesson hours used and remaining for the month.

8. **PRACTICE TIME AT THE GOLF SCHOOL:** The Golf School offers members free access to the facility for practice usage in-between scheduled lesson dates. In order to guarantee practice space, The Golf School members are able to schedule practice times on MindBody. These times will open up on a day-of basis and will assist our staff in preparing for your arrival as well as making sure there is an open practice bay.

a. **BOOKING PRACTICE TIME ON MINDBODY:** On The Golf School page under 'Appointments', select 'Practice' and then 'Adult practice session' or 'Junior practice session'. Next, for the associated staff member, 'Practice Bay' has been added to book the session through. Practice bay availability will reflect the instructional bookings for that day and time.

b. **PRACTICE RESTRICTIONS:** The Golf School allows for hitting bays to be booked in 30 minute time increments. If there is no scheduled lesson or practice session at your bay after your 30-minute session, members may continue to practice beyond their 30-minute time.

MEMBERSHIP TERMS AND CONDITIONS

9. **MEMBERSHIP TERMS:** If you choose a Monthly Membership, you agree that as a condition of your continued membership at The Golf School you authorize The Golf School or its agent to charge your Payment Card the Monthly Membership Fee (plus applicable taxes), in effect from time to time and which may change, on each monthly periodic anniversary date of your membership, until your Monthly Membership is canceled, as set forth in Paragraph 21 below. For example, if your Monthly Membership began on June 19, your periodic anniversary date is the 19th of each month, and your Payment Card will be charged for the Monthly Membership Fee on that date each month. If your monthly periodic anniversary date falls on a date that is not contained in your anniversary month (for example, if your paid membership started on the 31st day

of a month), your Payment Card will be charged on the last day of that month. You will not be provided with copies of charge slips evidencing the recurring charges of the Monthly Membership Fee unless requested. You agree to pay the Monthly Membership Fee in accordance with your Payment Card issuer agreement, if applicable. You also authorize The Golf School to charge your Payment Card for any other charges you may incur associated with your Monthly Membership.

10. PAYMENT CARDS: You may pay by corporate check, VISA®, MASTERCARD®, or AMERICAN EXPRESS® credit card or VISA or MASTERCARD check card (check card must bear the VISA or MASTERCARD logo) for any membership. Any such credit or check card shall be referred to as the "Payment Card". You also authorize The Golf School to place a pending charge to your Payment Card when you sign up for any membership and prior to each subsequent periodic charge for Monthly Membership. Pending charges are used to verify your billing address and the validity of your Payment Card, are temporary (typically 3 to 7 days in length) and will not be converted into an actual charge to you. Pending charges, while pending, will, however, reduce the available amount of credit on your Payment Card in the amount of \$1 per \$1 of pending charge. You also authorize The Golf School to charge your Payment Card for any other charges you may incur associated with your Monthly Membership, if applicable.

11. PAYMENT

FEES RELATING TO YOUR PAYMENT CARD: You are solely responsible for any and all fees charged to your Payment Card by the issuer, bank or financial institution including, but not limited to, membership, overdraft, insufficient funds and over the credit limit fees.

MEMBERSHIP CHARGES: Members are responsible for all charges made by The Golf School to credit cards associated with member accounts. If you believe there was any type of error regarding a processed charge, you will have 30 days from the payment date to bring the charge to the attention of a staff member at The Golf School. You can inform your instructor or send an email to info@thegolfschool.net and we will handle your inquiry in a timely manner. **Any charges dated past this 30-day threshold from the initial contact date will be non-refundable.**

EXPIRATION DATE AND REFUSAL OF CHARGES TO YOUR PAYMENT CARD. If your Payment Card reaches its expiration date, your failure to cancel your Monthly Membership constitutes authorization for The Golf School to continue billing that Payment Card. If your Payment Card for any reason will not accept charges for any periodic Monthly Membership Fee, your Monthly Membership will be immediately suspended until payment is collected. For the 60 days immediately following the suspension day, The Golf School may attempt to charge the Payment Card the periodic Monthly Membership Fee every 10 days. If the charge is accepted, then your Monthly Membership benefits will be reinstated as of the date the charge is accepted. In order for your membership to be reinstated, you must make your Payment Card information valid by either rectifying the issue with the Payment Card issuer or providing new Payment Card information by contacting your membership department. If The Golf School is able to charge your Payment Card (existing or new, if you have provided new Payment Card information) and any past due The Golf School membership fees are paid, then your Monthly Membership benefits will continue uninterrupted and this

Payment Card will be used to charge the applicable periodic membership fee for each consecutive renewal period until your Monthly Membership is cancelled (your original anniversary date will still apply) and will be your Payment Card for all purposes. If The Golf School is unable to charge your Payment Card (existing or new) for 3 consecutive billing dates, your Monthly Membership will be terminated.

From time to time, The Golf School may avail itself of account updating services provided by the Payment Card industry, including, without limitation, VISA's Account Updater program or MasterCard's Automatic Billing Updater program. By enrolling in a Monthly Membership, you hereby agree and authorize The Golf School to update your Payment Card or similar account information and charge any updated Payment Card in accordance with the terms and conditions of such account updating programs.

SERVICE CHARGES: You agree to pay a \$20.00 charge (plus applicable taxes) for all rejected payments, whether by Payment Card, or Pre-Authorized/credit card auto debit system. Any arrears of dues owed to The Golf School will bear interest at 18% per annum (subject to applicable usury laws).

12. CHANGES TO MEMBERSHIP STRUCTURE

a. **CHANGING MEMBERSHIP PLANS:** The Golf School offers members the opportunity to upgrade or downgrade membership plans at any time. These desired changes will be put in place for the upcoming monthly billing cycle. Let your instructor or any staff member know of your intention to change your membership plan in writing for our records.

b. **MEMBERSHIP FREEZE:** The Golf School offers Monthly Members the ability to temporarily suspend, or "freeze," their Monthly Membership when they know in advance they will not be using The Golf School for an extended period. A Monthly Membership may be placed on freeze with a 14-day written notice from a Member to The Golf School. A customer may freeze their membership once for up to a 45-day period, after which the member will be put back on their monthly plan. After that period, the member will be unable to place another freeze on their account.

13. **CO-SIGNER:** If a Member is under 18 years of age at the date the terms and conditions of this Agreement are accepted, a Co-signer is required. As The Golf School would not have agreed to enter into this Agreement without the promises of the Co-signer, the Co-signer promises to pay all amounts due to The Golf School under this Agreement when due, and to keep and perform all the Member's promises and agreements. The Co-signer's promises and agreements are joint and several with the Member's promises and agreements. If more than one person signs this Agreement as Co-signer, the promises are both joint and several.

14. **DEFAULT:** If you default on any payment due under this Agreement, The Golf School may declare all or any of the future payments to be made under this Agreement immediately due and payable.

15. **CHANGES TO POLICIES, FACILITIES, AND PROGRAMS:** The Golf School may introduce new facilities or programs from time to time, available to Members for an additional fee. The Golf School may publish and amend policies and regulations for the

facilities, or modify its fees for membership, from time to time. You acknowledge that The Golf School may change membership fees at any time; provided, however, that The Golf School will give prior notice via e-mail to Monthly Membership holders of any change to the periodic membership fees. You agree that, unless you cancel your applicable Monthly Membership prior to the effective date of the change, you will be charged the new applicable periodic Monthly Membership Fee (plus applicable taxes) on each periodic anniversary date after the effective date of such change, and you authorize The Golf School to charge the new periodic Monthly Membership Fee (plus applicable taxes) to your Payment Card. The Golf School reserves the right to suspend, modify or end the membership program without prior notice, in its sole discretion. You agree that membership at The Golf School does not involve an extension of credit or a retail installment sale since The Golf School does not impose a finance charge and you may cancel membership at any time. Void where prohibited.

16. **WAIVER:** You understand that your use of The Golf School facilities will be undertaken at your sole risk. You agree that you are voluntarily participating in activities and use of the facilities and premises (including the parking lot) and 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 agree that The Golf School, 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 and/or facilities of The Golf School. You expressly release and discharge The Golf School, 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.

17. **SAFETY:** By playing at The Golf School, you agree to abide by the following safety rules, as well as other safety rules posted at the facility and/or online:

Obey all verbal and posted rules and instructions. Use common sense to protect yourself and others.

Members and guests must hit from the mat. No running starts or other movement that would move your feet from the mat during your swing are allowed.

Only the player taking a turn is allowed near or on the mat. All other guests must stand behind the safety line at all times until their turn to hit. Members and guests are responsible for the safety of others around them and should always check their surroundings before swinging a club.

Aim for the targets in front of you at all times. Throwing golf balls is prohibited. Only hit one golf ball at a time.

18. **INJURIES:** You will immediately report any accident or injury suffered in The Golf School facilities to a staff person, and you will provide a written report from your doctor within a reasonable time, if requested by The Golf School.

19. **DAMAGE TO FACILITIES:** You agree to pay for damage to The Golf School equipment and premises and third party property outside of The Golf School caused by

you and/or your guests (or guests') careless use of equipment or other intentional or negligent acts.

20. EARLY TERMINATION BY THE GOLF SCHOOL: The Golf School may terminate a membership agreement for breach of terms and conditions, or policies or regulations adopted by The Golf School from time to time. The Golf School may terminate this Agreement without cause if a 90 day notice is given to the Member.

21. TERMINATION BY MEMBER: Termination by Members shall be in accordance with the following:

Memberships may be terminated with two week written notice. No penalty shall be incurred for cancellation. Members will complete their active billing cycle prior to cancellation.

22. LIMITATION OF LIABILITY: Recovery for any breach of this Agreement by The Golf School is strictly limited to the amount you have paid to The Golf School, and you agree that recovery of incidental and consequential damages are not a remedy available to you.

23. MISCELLANEOUS:

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.

ASSIGNMENT: The Golf School may assign this Agreement, and, provided that the assignee agrees to assume the obligations of The Golf School in this Agreement, then The Golf School 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.

GOVERNING LAW: This Agreement is governed by the laws of the State of Texas, and the parties hereto agree to the venue of the District Court of Travis County.

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.

ENTIRE AGREEMENT & DEFINITION: This document incorporates the entire Agreement between Members and The Golf School. The Golf School reserves the right to modify this Agreement from time to time. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express, implied or statutory, between us except as specified in this document.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE INFORMATION UNDER THE TERMS, CONDITIONS AND POLICIES OF THIS MEMBERSHIP AGREEMENT. IN ADDITION, I UNDERSTAND AND AGREE THAT THE ASSUMPTION OF RISK, WAIVER AND RELEASE OF ALL CLAIMS PROVISIONS SET FORTH IN THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE IN EFFECT THROUGHOUT MY MEMBERSHIP WITH THE GOLF SCHOOL. I ALSO UNDERSTAND AND AGREE THAT IF MY MEMBERSHIP IS INTERRUPTED

FOR ANY REASON, THIS AGREEMENT WILL REMAIN IN EFFECT DURING THE PERIOD OF INTERRUPTION AS WELL AS AFTER THE MEMBERSHIP IS REINSTATED. THIS AGREEMENT IS THE ENTIRE AGREEMENT, AND NO VERBAL OR OTHER AGREEMENTS HAVE BEEN MADE TO ALTER THE TERMS OF THIS AGREEMENT.