

THE VINTAGE

Est. 2020

Whiskey & Cigar Bar

Become A Member

Drink • Smoke • Enjoy

At The Vintage, we are creating a unique experience unlike anything available in the city. Whether you join us for a craft espresso and cigar duo during work hours, transition into the evening with a beverage from our full bar or join us for special educational events, we are promising a bespoke experience every time you visit. We look forward to uniting the spirits and cigar communities over shared interests with one goal: to provide a sophisticated location in which to do business, exchange ideas and to enjoy.

Passport

Individual Membership Only

- Includes Access to Private Lounge During Operating Hours Only
- 5% off Cigar Purchases & 10% off Box Purchases
- Access to Conference Room Amenity at Member Discount Rate of \$35 per hour

Ambassador

Individual Locker Membership

- Significant other is included in Ambassador Membership
- Includes Individual Access to Private Lounge from 7AM - 2AM
- 10% off Cigar Purchases & 15% off Box Purchases
- One Private Humidified Locker
- 5 Complimentary Cigars Each Month placed in locker
- Invitations to Exclusive Members Only Events
- First Choice of Limited Edition Items
- Allowed Guest Passes Per Calendar Year - 10
- Exclusive Discounts & Offers Via Business Network
- Reciprocal Membership Access via Preferred Lounges Across US & Abroad
- Access to Conference Room Amenity at Member Discount Rate of \$25 per hour

Consulate

Corporate Locker Membership

- Purchased in Company Name for 3 Named Company Employees
- Includes Access for Company Employees to Private Lounge from 7AM - 2AM
- 10% off Cigar Purchases & 15% off Box Purchases
- One Private Humidified Locker
- 5 Complimentary Cigars Each Month placed in locker
- Invitations to Exclusive Members Only Events
- First Choice of Limited Edition Items
- Allowed Guest Passes Per Calendar Year - 15
- Exclusive Discounts & Offers Via Business Network
- Reciprocal Membership Access via Preferred Lounges Across US & Abroad
- Complimentary Access to Conference Room Amenity

THE VINTAGE MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT for membership into The Vintage (the "Agreement") is made and entered into as of _____ 2020, by and between CIGAR TAILOR, LLC, a North Carolina limited liability company (the "Company") and the undersigned (the "Member").

WITNESSETH:

WHEREAS, the Company owns and operates a whiskey and cigar bar known as The Vintage (the "Lounge") located at 215 E Worthington Avenue, Charlotte, North Carolina (the "Premises") and is offering certain membership packages, as described on **Exhibit B** and incorporate herein; and

WHEREAS, the Member desires to become a member of the Lounge.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Company and Member hereby agree as follows:

1. The Member hereby acknowledges and expressly agrees to the Company's rules, regulations and policies, as detailed and described on **Exhibit A** and incorporated herein (the "Rules and Regulations"). The undersigned Member shall cooperate with the Company's agents, staff, and affiliates in the enforcement of the Rules and Regulations. Failure to comply with the terms and conditions of Rules and Regulations may lead to termination of membership, and forfeiture of any funds paid to the Company as of the date of the Member's termination. Such termination detailed and described herein shall be at the sole discretion of the Company.
2. Payment for membership is due upon signing and is non-transferable and non-refundable.
3. All memberships are on a 12-month basis. A partial month will be prorated, with a start date as of the first of the next month. The Member's annual membership will be automatically renewed unless the Member provides thirty (30) days' written notice to the Company of the Member's intent to cancel.

DISCLAIMER: THIS MEMBERSHIP PACKAGE IS SUBJECT TO ABC AND GOVERNMENTAL APPROVAL/PERMITTING AND ANY AMENDMENTS HERETO SHALL BE MADE BY CIGAR TAILOR, LLC TO ENSURE THE VINTAGE'S COMPLIANCE WITH THE APPLICABLE LAW.



4. The Company reserves the right to refuse service, as well as access to the Premises, to any person.
4. The Member's membership may be suspended or revoked for non-payment of an invoice and/or bill, breach of this Agreement, misconduct, unpaid fees or failure to adhere to any of the Rules and Regulations, and policies set forth by the Lounge and/or The Company.
4. **The Member hereby agrees to comply with all local, state and federal laws. It is the Lounge's policy that no illegal substances or materials, including, by not limited to, any firearms or weapons will be put or stored in any of the cigar lockers. The purposes of the lockers are to hold and store legal tobacco products and accessories (i.e. lighters, cutters, ashtrays) that are incidental to cigars or membership with the Lounge.**
4. The Company does not insure and is not responsible for any contents stored in the cigar lockers. It shall be the Member's sole responsibility to properly store and secure its personal property kept on the Premises at all times. By signing this Agreement, the Member hereby indemnifies and holds harmless the Company from any loss or damage suffered by the Member via loss, damage or destruction of the Member's personal property kept on the Premises during the Member's membership with the Lounge.
4. By signing this Agreement, Member acknowledges that its membership is directly related to Member's use of the Lounge shall not be construed or interpreted by Member to grant Member any equity or interest in the Company.
4. The Company, its agents, its affiliates and its employees maintain a key to all lockers, and the Company reserves the right to access the lockers at any time necessary, by policy or by law. Member expressly recognizes that its locker(s) shall, at all times, remain the sole property of the Company, exclusive of Member's personal property therein. Any damage or destruction of the locker shall be the sole responsibility of the Member and the Member shall be responsible for any repairs or replacement thereof during the term of the Member's membership.

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10. Member hereby recognizes that there exist certain risks inherent in the various activities at the Lounge, including the risks associated with smoking and Member freely assumes all risks, including unforeseen or unexpected risks. Member hereby waives all claims brought by Member and/or Member's heirs; Member agrees not to sue the Company and/or the Lounge and further agrees to indemnify and hold harmless the Company and/or the Lounge from and against all actions, demands, liabilities, suits, costs, and expenses, including reasonable attorney fees, and claims for negligence arising out of Member's use of the Lounge's facilities and/or participation in any sponsored activity held by the Lounge and/or the Company. Member agrees to indemnify the Lounge and the Company and pay for all claims brought by Member or Member's heirs. Member further agrees that Member and its affiliates are solely responsible and will promptly pay for all damages incurred to the Lounge or the Company caused by Member's family, guests, or Member themselves. Member has carefully read and agreed to the terms and policies of this Agreement as it now exists or may be amended in the future. Member is aware that a direct violation of these rules may result in revocation of Member's membership contemplated herein.

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By signing this Agreement, I have read and agree to comply with the terms set forth in this Agreement. I pledge that all the information I have filled out is accurate and truthful. Any fraudulent information I have filled out can lead to immediate termination of my membership with no refunds.

MEMBERSHIP LEVEL: _____

MEMBER:

Signature: _____

Print Name: _____

_____ Date

COMPANY:

The Cigar Tailor, LLC,
a North Carolina limited liability company

By: _____

Name: _____

Title: _____

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**THE VINTAGE
PASSPORT MEMBERSHIP APPLICATION**

Member must read and sign the Membership Agreement prior to receiving membership privileges.

Please print all information.

Member's name: _____

Sig. Other's name: _____

DOB: _____

Sig. Other's DOB: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: v _____

Email: _____ Locker # _____

Fob # _____

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EXHIBIT A

**THE VINTAGE RULES, REGULATIONS, AND
POLICIES**

These policies apply to all customers, members and guests of

Cigar Tailor, LLC (“CT”)

and

The Vintage.



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SECTION I:

General Conduct

- A.) Customers and "Members" (as defined by Section IV below) are always expected to treat one another and CT staff respectfully. Yelling, arguing, and other belligerent behavior will not be tolerated. You will be asked to leave and your membership may be subject to suspension.
- B.) Multiple offences (more than one (1) incident) will result in being barred from the premises and forfeiture of any membership purchased.
- C.) Any acts of violence or theft will result in immediate removal and being barred from returning. Charges will be filed with appropriate authorities.

SECTION II:

Lounge Admission

- A.) Must be twenty-one (21) or older to use the public lounge area.
- B.) CT reserves the right to refuse service and/or lounge access to any person.

SECTION III:

Day Passes

- A.) A day pass for access to the lounge may be purchased by anyone 21 or older. Cost is \$25.00 with a product purchase, and admittance into the lounge area is subject to managerial discretion on a case-by-case basis.

SECTION IV:

Outside Alcohol, Cigars and Tobacco

- A.) All alcohol, cigars and tobacco consumed on the premises shall be purchased from CT.

SECTION V:

Property Damage (replacement/repair cost)

- A.) Customers and Members are responsible for any property damage caused by them or their affiliates.
- B.) Members are responsible for any property damage caused by their Guests.

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SECTION VI:

Members:

- A.) A "Member" must be 21 or older to be a Member or Guest of The Vintage.
- B.) Full annual payment due upon signing. A partial month will be prorated, with a start date as of the first of the next month.
- C.) Annual membership will be automatically renewed unless you provide thirty (30) days' written notice of your intent to cancel.
- D.) Payment is non-refundable and is non-transferable.
- E.) Membership is non-transferable, unless otherwise approved in writing by CT.
- F.) Members assume full responsibility for the contents of assigned locker and hereby indemnifies and holds harmless CT, the Vintage, and their respective agents and affiliates. CT is not responsible for any contents stored in the locker. There will be a \$20 charge for lost locker keys.
- G.) CT reserves the right to the following:
 - a. access any locker at any time deemed necessary by CT management or by law; and/or
 - b. 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 CT.
 - c. suspend access to locker and the lounge for up to thirty (30) days due to nonpayment.
 - d. seize contents of locker and terminate membership if nonpayment exceeds sixty (60) days.
 - e. close the lounge on occasion for any purpose or function.
 - f. open the lounge on occasion to nonmembers for any purpose or function.

SECTION VII:

Guests of Members

- A.) A "Guest" is an individual who accompanies a Member no more than once a month.
- B.) Guests and their conduct are the responsibility of the Member.
- C.) Guests are required to sign the Guest Register prior to entering The Vintage.

SECTION VIII:

Guest Passes

- A.) Members are allotted guest passes each year based upon their membership level.
- B.) Additional guest passes may be purchased for \$25 each.
- C.) Guest passes are valid only with purchase of product and in the company of a Member.

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SECTION IX:
Alcohol

- A.) Alcohol consumption is the responsibility of the Member or Guest, not CT.
- B.) Under no circumstances shall the Member and/or Guest be permitted to leave the premises with any purchased alcohol. At no time during their membership should a Member store any alcohol on the premises, including in his or her locker.
- C.) No alcohol is to be consumed outside of The Vintage (Lounge, meeting room, patio).
- D.) Any intoxicated person will be asked to leave with transportation arranged for them and their affiliates at their expense.

SECTION X:
Conference Room

- A.) Each Member shall have the opportunity to reserve the conference room on the premises for up to three (3) hours at a time.
- B.) A Member's reservation must be made, and paid for upfront with a valid credit card (the "Reservation Fee"), via a reservation portal shared with each Member.
- C.) In the event a Member reserves the conference room, but fails to cancel said reservation within two (2) hours of the beginning of their reservation, said Member will be charged a penalty of one-half (1/2) of his/her Reservation Fee.

SECTION XI:
Dress Code

- A.) The Vintage requires gentlemen to wear collared shirt, subject to managerial discretion for certain circumstances.
- B.) Tee shirts, athletic attire/sneakers, shorts and flip flops are strictly prohibited.
- C.) The Vintage staff reserves the right to deny entrance to any patron who does not meet the requirements of the Vintage's dress code.

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