



Mission Statement:

Our mission is to create a private, sophisticated and exclusive environment where cigar enthusiasts can gather, socialize, and indulge in the finest selection of people and cigars. We aim to provide a comfortable atmosphere and an unparalleled experience that celebrates the art and enjoyment of cigar culture. Through our commitment to quality, craftsmanship and camaraderie, we strive to be the premier destination for cigar aficionados, fostering a sense of community and appreciation for the timeless tradition of cigar smoking.



MEMBERSHIP AGREEMENT

Capital Club Cigar Lounge (CCCL) is a private membership club owned and operated by Capital Club Cigar Lounge, LLC, open to adults aged 21 and older.

It is the intent of the CCCL to limit its rules and regulations to the minimum required for the mutual enjoyment of the CCCL by all its members. It is also the obligation of the CCCL to enforce these rules and regulations for the good of all members.

It is the duty of the members to know the CCCL Rules and Regulations and to cooperate with the CCCL's Board in the enforcement thereof. Failure to comply with the terms and conditions of membership may lead to termination of membership at the sole discretion of the CCCL Board.

CCCL grants to you a revocable and non-transferable membership subject to the terms of this Agreement and the terms set forth in the CCCL Membership Application. CCCL has the right to revoke your membership without notice and is not obligated to refund any membership fees.

Membership types:

*Note: "Founding Member is a category reserved for those members who chose the most elevated membership when the club was originally formed at 1500 Cedar. This membership designation will be retired once operations commence at 1800 Cedar. Only those members who were true Founding Members will be allowed to maintain that designation as long as they are in good standing with CCCL.

1. Founding member (FM): A founding membership agreement is the highest level of membership within CCCL and therefore, comes with the most benefits, which are listed below:
 - a. Unlimited guests. A FM may have as many guests as they desire, so long as it does not interrupt the sanctity of the club. We have a traditional "two-time rule", which is in place to prevent any abuse of the FM agreement. If the same guest appears more than twice, they will be required to transition to a membership pass.
 - b. Private cigar locker preference. The FM takes a senior position with locker assignment and will bump those on a Standard Member monthly waiting list. Lockers are assigned in order – left to right, from top to bottom until filled.
 - c. VIP Preference. The FM will receive advanced notification of CCCL events, such as new cigar releases, pairings and advanced notice for VIP event ticketing, such as manufacturer events, i.e. Kristoff Event/Meet and Greet.
 - d. Payment for membership is due upon signing of this Agreement and is non-refundable and nontransferable. The annual fee for full membership is \$85.00 per Month or \$1,000.00 annually if prepaid. There will be a non-refundable, one-time \$1,000.00 initiation fee for Founding Members.
 - e. FM designation will no longer be offered after moving to 1800 Cedar.

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2. **Platinum Member.** (PM) Membership includes monthly cigar locker rental with CCCL 24 hours a day, 7 days a week access.
 - a. Limited guests. SM are allowed up to 10 guests per month, while realizing the “two-time rule”.
 - b. VIP Preference. The PM will receive advanced notification of CCCL events, such as new cigar releases, pairings and advanced notice for VIP event ticketing, such as manufacturer events, i.e. Kristoff Event/Meet and Greet.
 - c. Payment for membership is due upon signing of this Agreement and is non-refundable and nontransferable. The annual fee for full membership is \$85.00 per Month or \$1,000.00 annually if prepaid. There will be a non-refundable, one-time \$1,000.00 initiation fee for Platinum Members.

3. **Regular Member.** (RM). A standard membership allows for the member to enjoy CCCL 24 hours a day, 7 days a week.
 - a. Limited guests. Standard members are allowed 4 guests per month, while realizing the “two-time rule”.
 - b. Lockers fees for regular members will be assessed at \$20.00 per month if the RM so decides to have a locker or not become a Platinum Member.
 - c. Payment for membership is due upon signing of this Agreement and is non-refundable and nontransferable. The annual fee for membership is \$85.00 per month. There will be a non-refundable, one-time \$500.00 initiation fee for Regular members.

4. **Out of Area Member.** (OAM). Membership provides for those who live greater than 60 miles away who, while in town, visit the club and can enjoy the club 24 hours a day, 7 days a week.
 - a. No guest privileges.
 - b. Cigar locker rental can be rented, but must be pre-paid one month in advance.
 - c. Conference Room. OAM members are allowed to utilize the conference room for business related matters. The conference room is \$35.00 per hour, which is realized in 1-hour blocks.

5. **Visiting Member Pass (VM).** A VM membership must be pre-approved and have the owner or an advisory board member present at all times while VM is exercising their pass. These passes can be approved by Advisory Board, but ultimately must be approved by owner.
 - a. Walk in, or “daily” passes are afforded to those cigar aficionados who are traveling or who, on a one-time basis, want to come check out the club for potential membership.
 - b. No lockers are allocated for VM.



By entering into this Agreement, the parties agree to the following terms:

1. The term of this Membership Agreement is one year from its execution and will automatically renew with Member's annual membership renewal. In the event of an increase in membership fees, members will see the fee adjustment on their yearly renewal. The membership fee will be charged to the method of payment submitted with the Membership Application on Member's renewal date unless written notice of cancellation is received by the CCCL 30 days prior. Membership privileges may be suspended or revoked for non-payment of fees. Cancellation of membership within the first year will be subject to a \$275 early cancellation of membership fee.
2. CCCL reserves the right to revoke the membership of any person in violation of membership policies, rules, or for misconduct.
3. Cell phones are permitted in the CCCL with the following stipulations: a) phones should be set to the quietest ring setting or vibration mode; b) phone conversations should be limited to no more than five minutes; and c) the Member's voice level should remain low throughout the conversation. Phones or other communication devices will not be allowed during showcase presentations. Be considerate and aware of other members.
4. The number of guests one may bring are outlined above. Guests are the responsibility of the member and **must be accompanied by the Member**. It is important to remember that the concessions of the club are meant for members only, so it is **strongly encouraged** that a donation be made to the donation box for concessions used by guests. Member agrees to register all guest at our virtual receptionist. Guest not registered will be subject to a \$25 fee. Repeated Non-registration may result in suspension or loss of membership.
5. Member agrees not to store any illegal products/items at the CCCL and acknowledges that doing so will be grounds for immediate termination of membership and all membership rights and forfeiture of any and all rights/claims to a refund of membership fees. Further, Member hereby agrees to indemnify CCCL and any of its affiliates personal or business, for any liability and legal fees incurred by the CCCL as a result of such illegal storage and/or activity.
6. To avoid the potential for agricultural pest infestation (e.g. tobacco beetle) of cigars stored in the Club's private lockers, CCCL reserves the right to inspect the cigars of all member's lockers.
7. CCCL reserves the right to access, without notice, any private locker for the purpose of maintenance, inspection, and/or in the event there is risk of damage to property.
8. Currently, CCCL is open 24 hours a day, 7 days a week; however, CCCL reserves the right to change any and all such hours with notice to its membership.
9. In general, members and guests shall abide by CCCL's dress code, which is smart casual attire or higher (business casual, professional, formal, etc.). The CCCL defines smart casual attire as neat and presentable collared shirts, casual pants, knee-length shorts, and shoes. T-shirts, shorts and flip-flops are allowed during non-member event times as long as they are appropriate and in good taste. Sweat suits or jogging suits, Lycra or Spandex garments and similar apparel are not permitted. Members and their guests are asked to respect the sensibilities of other members by striving to uphold standards of dignity and good taste in wardrobe selections.



10. CCCL permits members to bring their own alcoholic beverages onto the premises. Member acknowledges that the ability to do so is a privilege and Member ((and guest(s) if applicable)) will consume such alcoholic beverages in a responsible manner. CCCL has zero tolerance for underage consumption of alcoholic beverages; members and their guests must be at least 21 years of age. Any member who knowingly supplies anyone under 21 any tobacco product or alcoholic beverage will have their membership immediately terminated from the club.
11. Damage to CCCL furniture or fixtures because of Member carelessness or disregard shall be replaced or repaired at Member's expense. The membership is encouraged to report such damage to the CCCL.
12. Members are responsible for picking up after themselves and their guest. If the premises is left in an unfit manner, determined solely at the discretion of owners of CCCL, Members MAY be assessed a Cleaning Fee to be determined by CCCL.
13. The CCCL has installed an Access Control System secured entry with access by keypad and, if desired by member, a proximity card. Proximity cards will be assigned to members at the time of membership activation/renewal with a refundable deposit of \$25.00, which is required at the time of assignment. Members are to maintain possession of and control of Proximity and access codes which are not to be shared with others.
14. Membership privileges may be suspended or revoked for failure to abide by and adhere to any of the rules, regulations, and policies set forth by the CCCL.
15. CCCL reserves the right to refuse service and/or access to the premises to any member/guest.
16. CCCL reserves the right to modify this Agreement at any time. Membership will receive notice of such modifications.
17. CCCL offers its members an "honor system" based Private humidor. This humidor requires your personal member code to enter. Once you have selected your cigar(s) for purchase, you will then scan your own cigars into the sales terminal and pay what is owed immediately and before you leave the humidor. There will be no exceptions to how this humidor is operated. Any member who is caught not paying immediately for their cigar(s) will be subject to having their membership privileges revoked. CCCL members will receive all appropriate discounts in the CCCL private humidor.
18. Reciprocity. Currently, CCCL has cigar lounge use reciprocity with Omerta' Cigar Lounge in Great Falls, MT and Fools End Cigar Lounge in Missoula, MT. CCCL Member codes will be enabled to work on those Cigar Lounge keypads as well. Our rules and procedures are to be followed regardless of which club you are in. Additionally, you are to follow any additional rules and procedures of the other cigar lounges. Violation of their rules and procedures will be considered a violation of CCCL rules and procedures. This is a courtesy benefit only. Your membership is only in CCCL. This courtesy can be revoke at any time by CCCL or the other cigar lounges.



LIMITATION OF LIABILITY

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE USE OF CCCL'S FACILITY AND ANY PRIVILEGE OR SERVICE INCIDENT TO MEMBERSHIP IS UNDERTAKEN WITH KNOWLEDGE OF RISK OF POSSIBLE INJURY. I HEREBY ACCEPT ANY AND ALL RISK OF INJURY OF ANY KIND TO MYSELF AND MY GUESTS SUSTAINED WHILE USING CCCL OR IN ANY EVENT OR ACTIVITY INCIDENT TO MEMBERSHIP IN CCCL. I UNDERSTAND THAT I AM RELIEVING CCCL, ITS AFFILIATES, SUCCESSORS, AND ASSIGNS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LOSS, COST, CLAIMS, INJURY, DAMAGES, OR LIABILITY SUSTAINED OR INCURRED BY ME AND MY GUESTS IN CONNECTION WITH MEMBERSHIP IN CCCL AND USE OF CCCL'S FACILITY OR IN ATTENDANCE OF ANY CCCL RELATED EVENT(S). NEITHER CCCL NOR ITS PROPRIETORS SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, THE CCCL MEMBERSHIP, OR USE OF THE CCCL FACILITY. WHETHER IN CONTRACT OR TORT OR OTHERWISE, ANY AGGREGATE LIABILITY SHALL BE LIMITED TO ACTUAL DIRECT OR INDIRECT DAMAGES THAT CAN BE PROVED UP TO AN AMOUNT NOT TO EXCEED \$500.

IMPOSSIBILITY & LEGALITY

In the event the operation of this Club becomes impossible or impractical due to changes in the legalities associated with the operation of a cigar club or establishment that permits smoking in the City of Helena or other circumstances out of CCCL's control.

ENTIRE AGREEMENT

This Agreement, in conjunction with the Membership Application, shall constitute the entire agreement between you and CCCL 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 Missoula County District Court and this Agreement and transaction shall be governed by the laws and regulations of the State of Montana.

WAIVER & RELEASE

In exchange for membership in the Capital Club Cigar Lounge (CCCL), I hereby provide the following:

1. I recognize that there are certain risks associated with activities that take place at the CCCL, including, but not limited to, the effects of cigar smoking and secondhand smoke present in the CCCL and consumption of alcohol;
2. I hereby waive and release any and all claims for my heirs and myself and agree to hold harmless CCCL 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 CCCL events, and my membership in the CCCL; and
3. I have carefully read and agree to the terms and policies set forth in the CCCL Membership Application and Membership Agreement as it now exists and as it may be amended in the future.

I HAVE RECEIVED, READ, AND AGREE TO ABIDE BY THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT AND THE MEMBERSHIP APPLICATION.

MEMBER NAME: _____ SIGNATURE: _____

Membership# _____ Membership Start Date: _____

HEREBY APPROVED AND ACCEPTED BY CAPITAL CLUB CIGAR LOUNGE, LLC.

SIGNATURE: _____

DATE: _____



Credit Card Authorization Form Recurring Payment Authorization Form

Member's Name: _____

Address: _____

Home Phone number: _____

Business Phone: _____

Cell Phone number: _____

Email Address: _____

Circle One: Mastercard Visa

Personal Credit Card OR Corporate Credit Card

Cardholder Name: _____

Company Name: (if Corporate Card) _____

Card Billing Address: _____

Card Billing City, State & Zip Code: _____

Notice to cardholder: (Please read before signing)

Cardholder agrees that his/her signature on this form constitutes his/her signature on file and becomes his/her agreement to pay all charges as signed by the cardholder and that Capital Club Cigar Lounge is authorized to charge the identified account of Cardholder.

Credit Card Number: _____

Annual Membership \$85.00 per month:

Expiration Date: _____ CVV Code _____

Total **Recurring** Monthly Charge: \$ _____ Effective Date: ____ / ____ / ____



I authorize, as signature below represents, the above credit card to be charged each and every month – on or about the first of the month.

Notice to cardholder: (Please read before signing)

I understand that in the event 1.) my credit card expires or 2) the amount for my monthly charges changes, I will be required to fill out another credit card authorization form.

Cardholder Signature _____ **Date:** _____

Notice to cardholder: Read and Initial

_____ I understand that this authorization will remain in effect and the annual membership will automatically renew unless written notice is submitted to Capital Club Cigar Lounge and I understand that I will be charged an early cancellation of membership fee of \$275, which only applies to the first year of membership. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

\$25 for additional key card _____



Schedule of Fees:

Founding Member:

Initiation Fee: \$1,000.00

Monthly Fee: \$75.00 until current term expires, then will move to \$85.00/month (Can pay yearly)

*5% off your liquor order at Rocky Mountain Liquor

*10% off singles and accessories over \$10.00

*15% off a box, with a few exceptions (i.e. Unicorns, Rare Pinks, Convictions)

*Advanced VIP Event Notification

Platinum Member:

Initiation Fee: \$1,000.00

Monthly Fee: \$85.00/month (Can pay yearly)

*5% off your liquor order at Rocky Mountain Liquor

*10% off singles and accessories over \$10.00

*15% off a box, with a few exceptions (i.e. Unicorns, Rare Pinks, Convictions)

*Advanced VIP Event Notification

Regular Member:

Initiation Fee: \$500.00

Monthly Fee: \$85.00/month (Can pay yearly)

*5% off your liquor order at Rocky Mountain Liquor

*10% off singles and accessories over \$10.00

*15% off a box, with a few exceptions (i.e. Unicorns, Rare Pinks, Convictions)

Out of Area Member:

Initiation Fee: \$150.00

Monthly Fee: \$40.00/month (Can pay yearly)

*5% off your liquor order at Rocky Mountain Liquor

*10% off singles and accessories over \$10.00

*15% off a box, with a few exceptions (i.e. Unicorns, Rare Pinks, Convictions)

Visiting Member:

Initiation Fee: None

Monthly Fee: \$25.00 per day

Conference Room Fees: By permission.

Locker Fee: N/A.

Key Fobs:

Key fobs can be issued to members. The price of the key fob is \$25.00.

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Capital Club Cigar Lounge
1800 Cedar Street, Helena, MT 59601

www.capitalclubmt.com

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