

THE LUXCORP, LLC  
171 BROAD STREET  
P. O. Box 71  
RED BANK, NEW JERSEY 07701

**MEMBERSHIP AGREEMENT -ESSENCE TIER-**

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**Name(s) of Member(s):**

**Member's Address:**

**Member's Telephone Number(s):**

**Member's E-Mail:**

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This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between THE LUXCORP, LLC ("Company" or "LUXCORP"), and the above-named Member(s).

**1. Purchase of Essence Tier Membership.** Subject to all provisions of this Agreement and to the Terms and Conditions hereinafter set forth and part hereof, Member hereby purchases from the Company a renewable one-year Membership in the Essence Tier.

**2. Term.** The Membership is effective throughout the entire one year Term, from January 1, 202\_\_ ("Membership Start Date") until December 31, 202\_\_ ("Membership End Date"). This Agreement shall renew automatically, without action by either party, under the same terms and conditions as set forth herein for successive one-year periods unless either party gives to the other at least sixty (60) days written notice prior to any forthcoming expiration date, time being of the essence, of the intention not to renew.

**3. Deposit and Membership Price.** The price of the annual Membership is \$\_\_\_\_\_. A \$2,000 deposit towards the Membership price must be paid by the Member to the Company within five days of the execution of this Agreement. The deposit shall not be refundable to the Member at the Member's request, for any reason. The full balance of the Membership price shall be due upon the Member's receipt of notice of balance due from the Company. Unless the Company notifies the Member on or before March 31, 2025 to pay the balance, the Company shall promptly refund the deposit to the Member and this Agreement shall be deemed null and void in its entirety, with neither party owing any further obligation to the other.

**4. Disclaimer/Limitation of Liability.** MEMBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER THE COMPANY NOR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, AFFILIATES, PARTNERS, AGENTS OR EMPLOYEES (COLLECTIVELY,

"REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE MEMBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND AGENTS, PARTNERS, SUB-CONTRACTORS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY, OR HABITABILITY, OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT AND IN ANY MANNER RELATED TO IT; AND (V) SHOULD ANY LIABILITY ARISE ON THE PART OF COMPANY OR REPRESENTATIVES NOTWITHSTANDING THE FOREGOING DISCLAIMERS, WAIVERS AND RELEASES, BY OPERATION OF LAW OR OTHERWISE, FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR ITS REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT

LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN AGREEMENT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$5,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE MEMBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, MEMBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

**5. Increase in Charges.** The price of the Membership may be increased at the end of each year and the Company shall notify the Member of any such increase at least thirty days prior to the renewal date of this Agreement. Without limiting the generality of the foregoing, the Company shall have the right to increase the cost of the membership at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Member written notice thirty (30) days in advance of the effective date of such change.

**6. Video or Sound Recording and Monitoring.** Member acknowledges and agrees that the suites to which the Member may be provided access pursuant to the terms of this Agreement may be monitored by their owner(s), lessor(s) or management for security and safety purposes.

**7. Release of Insured Losses.** In addition to the foregoing releases and waivers, and without limiting their applicability hereunder, Member hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Member's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Member's insurance, and (iv) due to underinsurance.

**8. Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Member represents, warrants and covenants that Member's insurance companies shall not have (a) any rights created by agreement or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against the Company or any of its Representatives.

**9. INDEMNIFICATION.** IF ANYONE OTHER THAN THE MEMBER, INCLUDING, WITHOUT LIMITATION, ANY OF THE MEMBER'S GUESTS, INVITEES, THE MEMBER'S INSURANCE COMPANY, OR THE OWNER OR LESSOR OF ANY VENUE ACCESSED BY THE

MEMBER, REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) IN ANY WAY RELATED TO THIS AGREEMENT, DUE TO (I) BREACH OF AGREEMENT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL, COMPARATIVE OR CONTRIBUTORY NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR ITS REPRESENTATIVES, (III) SURVEILLANCE/ RECORDING, (IV) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (V) A CLAIM UNDER ANY OTHER LEGAL THEORY, MEMBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR ITS REPRESENTATIVES FIRST PAY) FOR ALL SUCH REQUESTED LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY THE COMPANY OR ITS REPRESENTATIVES.

**10. NOTICE TO MEMBER.** MEMBER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. THE TERMS AND CONDITIONS HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT. MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF AGREEMENT.

**THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**11. Member's Authority and Competency.** The signatory of this Agreement on behalf of the Member represents he/she is fully authorized and entirely competent to enter into this agreement.

**12. Default of Member.** In the event of any default by the Member, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all partial or prepayments received, and Member shall immediately pay to Company (a) all payments then due and payable; and (b) the Company shall have no further obligation to perform under this Agreement. In addition, if any legal proceeding is instituted and the Company is adjudicated to be the substantially prevailing party by judgment, award, finding or settlement, the Member shall pay directly or reimburse Company for all of its costs and expenses including, without limitation, all reasonable attorney's fees, consultants' and professionals' fees and costs.

**13. Binding Agreement: Applicable Law.** This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties.

**14. Assignability of Agreement.** This Agreement is not assignable by Member except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

**15. Finance and Late Charges.** A finance charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per

year) will apply to all obligations not paid pursuant to the terms contained herein. Member shall also pay to Company an administrative fee (late charge) of five 5% percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

**16. No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Member, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

**17. Force Majeure and Event Cancellations.** Company shall not be responsible for additional expenses and costs incurred by it or by the Member as a result of any Event cancellations or any unusual circumstances, including but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond The Company's reasonable control. All such additional expenses shall be the responsibility of Member. Additionally, to the extent that the Company is unable to perform or is delayed in performing its obligations hereunder due to an Event Cancellation or any Force Majeure occurrence, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Member's termination of this Agreement.

**18. Notices.** All notices, consents, requests, instructions, approvals and other communications provided for herein shall be validly given, made or served, if in writing and delivered personally, overnight mail with confirmation of receipt, certified mail AND e-mail, postage prepaid to:

**COMPANY:**

THE LUXCORP, LLC  
171 BROAD STREET  
P. O. Box 71  
RED BANK, NEW JERSEY 07701  
E-Mail: [REDACTED]

**MEMBER:**

AT THE ABOVE ADDRESS

At the above E-mail address

**19. Severability.** If any one or more covenants, agreements or provisions herein contained shall be held or determined for any reason whatsoever to be invalid or unenforceable, either in whole or in part, then such covenants, agreements or provisions,

**THE LUXCORP, LLC**

By \_\_\_\_\_

or portion thereof shall be deemed separable from the remaining covenants, agreements or provisions hereof and shall in no way affect the validity of any of the other provisions hereof.

**20. Attorneys' Fees.** Provided it is the substantially prevailing party in any litigation, the Company shall be entitled to recover reasonable attorneys' fees and costs.

**21. Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of New Jersey without reference to any conflicts of law principles.

**22. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all existing agreements and discussions between the Company and the Member, whether oral, expressed or implied, and no party shall be liable or bound except as expressly provided herein.

**23. Headings.** The subject headings of the Sections of this Agreement are included for the purposes of convenience only and shall not affect the construction or interpretation of any term or provisions hereof.

**24. Counterparts.** This Agreement may be executed simultaneously on one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument. Digital, electronic or faxed signatures and copies of this Agreement shall have the same force and effect as any hand-signed original.

**25. Amendment or Modification.** This Agreement shall not be amended, modified, or supplemented in any respect except by a subsequent written agreement entered into and executed by both parties hereto.

**26. Interpretation.** This Agreement shall not be interpreted for or against any party on the basis said party or its attorney drafted the Agreement or any specific provision thereof.

**IN WITNESS WHEREOF,** and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first above written. Further, if the Member is a corporation, the individual signing this Agreement on behalf of the Member shall be personally liable as a surety for the financial obligations of the Member.

**MEMBER**

By \_\_\_\_\_

## **TERMS AND CONDITIONS**

The following additional terms and conditions are an integral part of the Membership Agreement:

- A. The Essence Tier entitles the Member to request four (4) tickets each month, for a total of forty-eight (48) tickets for the Term of the Membership year. Failure to request four (4) tickets each month results in the waiver and loss of those tickets, unless the company, in its sole and absolute discretion offers the Member alternate dates and/or venues. Issued tickets provide access to suites in every major venue in the New York City area, including the Prudential Center, Madison Square Garden, MetLife Stadium, the Yankee Stadium and Citi Field and such other additional or different venues as may be added to the Company's portfolio of locations from time to time. Each ticket also includes the Premium Food and Beverage Package. The Membership also entitles the holder to automatic entry in an annual Premium Game Lottery, in which two winners will receive access to two additional premium events. If the winner of the lottery does not immediately claim the tickets upon receipt of notification, the winner forfeits the tickets and a new winner will be selected.
- B. Neither availability nor any particular number of tickets are guaranteed for any particular suite, Event, venue or date. All reservations are subject to availability, to be determined in the sole discretion of the Company. Tickets to playoff games will require an additional charge of which the Member shall be notified in advance once the venue determines pricing.
- C. It is the Member's responsibility to request reservations substantially in advance of the desired Event and venue. All reservation requests must be e-mailed to the Company, or reserved through any other media or service, as may be decided from time to time by the Company.
- D. Tickets, reservations and memberships are not transferrable. The Member may not sell or resell any tickets subject to the membership.
- E. Member shall ensure that Member and all its guests, invitees, and the Member's ticket holders shall maintain proper decorum during attendance, refrain from causing any damage to the venue, and comply in full with all rules, terms of use, and conditions applicable to each venue. Member shall also ensure that Member and all its guests, invitees, and the Member's ticket holders comply in full with all federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to each venue and Event, including but not limited to the consumption of alcohol and other substances, general conduct, non-smoking regulations, and any other matter in any way related to this Agreement. The Member shall bear exclusive responsibility for the conduct of the Member and Member's invitees and guests and shall fully indemnify the Company, its owners, representatives, and affiliates from any liability, including property damage, personal injury or death related thereto. Company is permitted to access the suite during any Event.
- F. Without limiting the generality and applicability of the foregoing terms and conditions, reservations for all tickets available in the Membership package must be requested for Events taking place during the Term. Any unused issued tickets may not be carried over, transferred or reused for other venues, Events or times. Failure to request reservations for tickets to Events taking place during the annual Term results in the waiver of any unused tickets or right to tickets.

**MEMBER'S INITIALS** \_\_\_\_\_