

Membership Contract

This Membership Contract (the "Contract") is entered into between Hoist House LLC (the "Provider"), located at 1150 Naughton Rd Troy, MI 48083, and the undersigned member (the "Member") as of the date this contract is signed (the "Effective Date").

1. Membership Description

- 1.1 The Provider offers a membership service with three tiers: Basic, Standard, Master. Each tier includes specific benefits and privileges, as outlined below:
- <u>Tier 1 Basic:</u> The membership fee is \$50 per month. It includes 2 hours of bay rental.
- Tier 2 Standard: The membership fee is \$100 per month. It includes 5 hours of bay rental.
- <u>Tier 3 Master</u>: The membership fee is \$200 per month. It includes 10 hours of bay rental.
- 1.2 Each membership tier is subject to a minimum 12-month agreement term, which automatically renews for a one month term at the end of each term (month to month) unless canceled by the Member or the Provider as outlined in Section 4.

2. Membership Fees and Payment

- 2.1 The Member agrees to pay the membership fee associated with their chosen tier. The membership fee shall be paid monthly and is subject to change at the Provider's discretion with reasonable notice provided to the Member.
- 2.2 Autopay is required for membership fees, and the Member agrees to authorize the Provider to charge their credit or debit card for the membership fee on a recurring basis.

3. Additional Terms and Conditions

3.1 Additional Discounts:

- a. Additional bay rental discount. All tiers get a 25% discount on additional bay time.
- b. Waived/Discounted storage fees.
- Tier 2 Standard: members get one overnight storage fee waived per month.
- Tier 3 Standard: members get one full day storage fee waived per month. They also get a 50% discount on any additional overnight, daily, weekly storage options.

3.2 Banked Shop Time:

- a. Any full hour(s) of shop time unused from previous months will be automatically banked and can be used at a later date as long as the membership contract is still active.
- b. Shop time will bank for a maximum period of 12 months' worth of time based on your membership tier (24 hours for Tier 1, 60 hours for Tier 2 and 120 hours for Tier 3).



3.3 Member's Presence and Transferability

- a. The Member must be present to utilize the benefits of the membership.
- b. The Membership is not transferable. Banked hours or discount cannot be transferred to another member.

4. Early Cancellation and Termination

- 4.1 The initial term of membership is 12 months, starting from the Effective Date. Upon expiration, the membership will automatically renew for subsequent terms of 1 month (month to month membership) unless either party provides written notice of cancellation at least 30 days prior to the end of the then-current term.
- 4.2 The Member may cancel the membership by providing written notice to the Provider. The cancellation will be effective on the day the next regular membership payment is to be collected. Letters may be sent to the Provider address listed on this agreement or via email to contact@hoist-house.com
- a. Memberships cancelled within the first 12 months following the Effective Date will be subject to a cancellation fee equaling 50% of the remaining membership fees due to be collected in the initial 12 month period following the Effective Date.
- 4.3 In case of early cancellation by the Member, the penalty mentioned in Section 4.2(a) shall apply. Early cancellation is the cancellation of any membership within the initial 12 month period from the Effective Date.
- 4.4 The Provider reserves the right to terminate or suspend the membership in cases of violation of the terms and conditions outlined in this Contract or for any other reasonable cause.

5. Governing Law and Jurisdiction

5.1 This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan, United States. Any disputes arising out of or relating to this Contract shall be resolved in the courts of the State of Michigan

6. Enforceability

This Membership Contract shall be binding upon and enforceable against the member without limitation. If any portion of this Agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.



Member Authorization – To be filled out on first visit to shop.

Name:	
Street Address:	
City:	
State:	
ZIP Code:	
Signature:	
Effective Date:	