



JOHNNY MARTIN'S
CAR CENTRAL

Johnny Martin's Car Central
1 South Nevada, Suite
Colorado Springs, CO 80903
719-999-5996
info@johnnymartins.com

Member # _____

Member Profile

Date: _____

Membership Requested (Circle one): Individual Corporate Non-Resident*

*A Non-Resident is a member who does not own a business or home within El Paso County.

Member Signature _____ Date _____

Referred By: _____

For office use only

Initiation Fee (Check #) _____ (Amount) _____
Email Date _____
Card Date _____

If Corporate,
Group Name _____

Where the member is a corporation the following _____ (number) of persons shall be that corporation's designated members. Please include names and emails of designees and spouses.

Name	Email
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Business Name: _____ Occupation: _____

Business Address: _____ City _____ Zip Code _____

Business Telephone #: _____

If Individual

Member of Record _____

Member Email _____

Spouse Name _____

Spouse Email _____

Home Address: _____ City _____ Zip Code _____

Home Telephone #: _____

Corporate and individual fill out

Name on Card _____

Credit Card on File: # _____ Exp: _____

*JMCC accepts Visa, Discover & MasterCard only

Membership Agreement

This membership agreement ("Agreement"), is made and entered into this ____ day of _____, _____, by and between Johnny Martin's Car Central, (herein after referred to as the "Club") and _____ (herein after referred to as "Member").

In consideration of the mutual covenants contained herein, it is hereby agreed by and between each of the parties hereto as follows:

1. Term. The term of the Agreement shall be from the Effective Date until termination of Membership. As part of the consideration for membership, the Member hereby agrees to the monthly food minimum during the Term.

2. Renewal of Term. This Agreement will automatically renew on January 1 (the "Renewal Date") of each year for additional one -year term(s) (the "Renewal Term(s)"). The Club requires a (60) sixty day written notice by the Member requesting termination of this agreement. The Renewal Term(s) shall be subject to the same terms and conditions set forth herein.

3. Initiation Fee. One-time fee, payable upon acceptance.	Individual Initiation Fee:	\$250.00
	Corporate Initiation Fee:	\$450.00
	Non-Resident Fee:	\$150.00

4. Membership. An **Individual Membership** includes one primary Member and one spouse. Monthly food minimum exclusive of alcohol is \$50.00. A **Corporate Membership** includes a maximum of 3 Designated Members and spouses. Monthly food minimum exclusive of alcohol is \$100. **Non-Resident Membership** is an Individual Membership and spouse for anyone who does not reside, nor own a business, within El Paso County. Monthly food minimum exclusive of alcohol is \$25 per month to be used quarterly.

5. Monthly Food Minimums. Individual food minimums are \$50 per month, Corporate are \$100 a month, and non-resident are \$25 per month, (charged quarterly) Alcohol, taxes and gratuity does not go towards the minimum. Minimums will be pro-rated at the time of joining the Club.

6. Use of the Club. The Member shall be entitled to enjoy all the privileges of use of the club as of the Effective Date subject to the restrictions contained in this Membership Agreement and the Club's Rules and Regulations.

7. Use of Simulators. Any usage will be billed automatically to Member's account at the rate of \$1 per minute. Reservations for Simulator time can be made in advance. Please see the Rules and Regulations regarding Simulator Usage.

8. Membership Cards. The Club will issue membership cards to each Member or Designee and authorized user, identifying the authorized holder and the sponsoring member, if applicable, the category of membership, and the Member's account number.

9. Guests. Individual Memberships may have up to 4 guests per month. Additional guests will incur a \$10 fee per guest billed to member's account. **Corporate Memberships** may have 12 guests per month. Additional guests will incur a \$10 fee per guest billed to member's account. Each guest is limited to four visits per calendar year.

10. Consignments. Members may place member owned cars in the JMCC/JME consignment program. Members will receive a 15% discount from standard consignment rates.

11. Private Events. Members may reserve the Club's facilities for private events and parties for a pre-determined fee. All requests must be made through Club Manager. Club Manager will make all efforts to accommodate such inquiries, but there is no guarantee that Club can accommodate all requests.

12. Billing of Membership Accounts. All food, beverage, retail, simulator usage and other purchases will be charged to Member's account. All guest fees and subsequent charges must be charged to sponsoring Member's accounts. Member's accounts will be billed the 20th of each month. Members must have a credit card on file or provide an ACH for accounts to be automatically billed. Members will have online access to their accounts at all times.

14. Hours of Operation. The Club will be open Tuesday-Thursday, 11am-8pm. Friday and Saturday 11am-9pm. Sunday varies, please check the Club calendar. The Club will also be open for pre-determined events, auto races, car auctions, sporting events and functions. The Club reserves the right to make changes to these times as necessary.

15. Recall of Memberships. The Club, at its sole discretion, may recall this membership at any time on written notice to Member. The Member understands that the Club has the right to recall all or any portion of the memberships within its sole discretion. In the event of a recall, this membership shall be deemed terminated, provided that the undersigned Member shall be entitled to a proportional refund of any monthly dues prepaid. Initiation fees are not equity, and are non-refundable.

16. Club Rules and Regulations. The Member has read, understands, and agrees to abide by the then current Rules and Regulations of the Club, and understands that the Club may from time to time amend existing Rules and Regulations or may establish additional ones.

17. Events of Default. The Member shall be in default of this Agreement in the event: (i) the Member violates any Club Rules and Regulations, and/or (ii) the Member fails to pay the monthly dues to the Club or to pay any other fees or payments required by the Club.

18. Remedies in Case of Default. In the event of default of this Agreement by a Member, the Club shall have the option to revoke and terminate the Member's membership and all rights and privileges of the Club with no refund of any amount previously paid by the Member. The Club also retains the right to pursue Member for all unpaid monthly dues pursuant to this Agreement, and may pursue any additional remedy available in law or equity. The Member hereby agrees that no form of notice of default shall be required if the nature of the default relates to failure to pay fees, monthly dues, or any other form of assessment in a timely manner. In the event the Club commences any action or takes any steps to enforce this Agreement or any provision hereof, or is required to take any action or steps as a result of Member's breach or failure to perform under this Agreement, the Club shall be entitled to recover, as an element of damages, all attorneys fees and other costs of collection and/or litigation incurred in such action. The Member will lose charging privileges if the account is 60+ days in arrears. The membership will be cancelled if the account is in arrears 90+ days.

19. Non-Assignability. The Member's rights or interests under this Agreement are not assignable or transferable.

20. Limitation of Liability. I/We, the undersigned Member(s), hereby acknowledge that the use of the Club's facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I/We hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club's facilities or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I/we understand that I am releasing Johnny Martin's Car Central and, their affiliates, their successors and assigns and their respective directors, officers, partners, shareholders, members, employees, attorneys and agents and the members of any Club committee from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me/us, my guests and my family resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club's facilities.

21. Entire Agreement. This Agreement, and the Club Rules, and Regulations constitute the entire agreement between the parties pertaining to its subject matter and it supersedes all prior communications, representations, or agreements, verbal or written, between the parties hereto. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be enforceable to the fullest extent permitted by law. The undersigned acknowledges and agrees that until this Agreement has been executed by Johnny Martin's Car Central, and delivered to the Member,

22. Corporate Employee Membership Addendum. Check box [] if applicable. The undersigned represents that he/she is an employee of the following Corporate Member: _____. The undersigned agrees that his/her continued Membership is subject to and conditioned upon the continued Membership of the aforementioned Corporate Member (the "Principal Corporate Member"), **and** the undersigned's continued employment with the Principal Corporate Member. In the event the Principal Corporate Member ceases to be a Member of the Club for any reason whatsoever, this Agreement shall also terminate as of the same effective termination date of the Principal Corporate Membership. Additionally, in the event the undersigned Member ceases to be an employee of the Principal Corporate Member, this Agreement shall terminate on the first December 31st following the date that such employment ended. As of the date hereof, the monthly dues for Corporate Membership are \$_____.00/ or \$_____.00 annually. The monthly corporate contributions are due and payable on the twentieth day of each month or the twentieth of June. The Club may increase the monthly corporate contribution on January 1st of each year.