

## TOGETHER HOSPITALITY LLC MEMBERSHIP AGREEMENT (Ally)

This Membership Agreement (this "**Agreement**"), dated as of the date you accept this Agreement on the Together Hospitality sign up form (the "**Effective Date**"), is by and between Together Hospitality LLC, a Delaware limited liability company ("**Together Hospitality**") and the entity indicated in the Together Hospitality sign up form ("**Member**" and together with Together Hospitality, the "**Parties**", and each a "**Party**").

Please read the Agreement carefully before clicking "I Agree" on the membership page. By clicking to agree to this Agreement, you accept and agree to be bound and abide by the Agreement, a copy of which can be found [here](#). If you do not want to agree to this Agreement, you must not accept.

Together Hospitality operates a resource group where individuals and businesses in and related to the hospitality industry exchange information and promote business interests in various geographically based chapters. Member wishes to join the chapter selected in the sign-up form ("**Chapter**"), subject to (a) acceptance by Together Hospitality, at its sole discretion, of the Member's submission of an application for admission, and such other information as Together Hospitality or Chapter leadership shall require and (b) Member's full compliance with the Terms and Conditions hereunder. Together Hospitality reserves the right to change these Terms and Conditions at its sole discretion and changes to these Terms and Conditions will be effective when they are posted [here](#) or [otherwise](#) released by Together Hospitality. Together Hospitality will make commercially reasonable efforts to directly notify Members of changes to these Terms and Conditions by email or otherwise. By entering into this Agreement, Member agrees to the Terms and Conditions set forth herein and as they may be changed in the future.

### **TERMS AND CONDITIONS**

1. **Proprietary Rights.** All logos, imaging, materials and forms prepared, utilized, and distributed in connection with the Chapter and business of Together Hospitality, are, and shall remain, the sole and exclusive intellectual property of Together Hospitality, and shall not be reproduced or used by Member, or any of its agents, servants, or employees. Any attempt to utilize the forms, systems, or methodology of the Chapter or Together Hospitality for any other purposes is strictly prohibited, and shall entitle Together Hospitality to obtain injunctive relief to prevent same, plus damages.

2. **Subscription Fee.** The Subscription Fee is based upon the Member Level selected by the member in the Together Hospitality sign up form, and as described in the Together Hospitality Member Level descriptions. The following Subscription Fees shall apply to your selection:

Member Level	Billed Annually	Billed Monthly
<b>ALLY</b>	\$360	\$30

The initial term will be for one year, regardless of the annual or monthly billing type selected. Memberships shall automatically renew annually at the end of each one year period on the anniversary date unless Member provides 30 days written notice stating their termination prior to their anniversary date. Subscription Fees are non-refundable.

3. Communication. Together Hospitality shall have the right to use the name, biography and picture of the Member & Member Company and agrees that Together Hospitality may share Member's information and any other information and material you provide with other Together Hospitality members, affiliates, vendors, sponsors, and third parties. You consent to receiving email messages from Together Hospitality.

4. Limitation of Liability.

4.1 No Consequential or Indirect Damages. IN NO EVENT SHALL TOGETHER HOSPITALITY OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT MEMBER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

4.2 Maximum Liability. IN NO EVENT SHALL TOGETHER HOSPITALITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO TOGETHER HOSPITALITY PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$500, WHICHEVER IS LESS.

4.3 If Remedy Fails of Essential Purpose. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 4 SHALL APPLY EVEN IF MEMBERS REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Member acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in this Section 4, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

5. Arbitration. Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration. The place of Arbitration shall be New York, New York and the arbitration shall be subject to the rules of the American Arbitration Association. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

6. Miscellaneous.

6.1 Participation in the Chapter shall remain subject to such rules, regulations, and guidelines as may be promulgated by Together Hospitality, from time to time. Said rules, regulations, and guidelines shall be subject to change by Together Hospitality at any time at its discretion.

6.2 Member's participation in the Chapter will be assessed throughout their term. If it appears that the Member's actions are not aligned with their membership as purposed by Together Hospitality, the Member will be notified by Together Hospitality. Following the notification, the Member's participation in the Chapter may be terminated by Together Hospitality at any time at its sole discretion.

6.3 The Member represents and warrants to Together Hospitality that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.4 This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the laws of any jurisdiction other than the State of New York to apply. Any action or proceeding by either Party to enforce this Agreement shall be brought in any state or federal court located in the state of New York, county of New York. The Parties hereby irrevocably submit to the jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

6.5 If any term or provision of this Agreement is found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.6 A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission, including by clicking "I Agree" on the Together Hospitality sign up form, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.