



# TOWNHOME MEMBERSHIP AGREEMENT

---



## 1. ABOUT TOWNHOME

Townhome is a private, invitation-only, for-profit social club operated by Townhome, LLC, located in Austin, Texas. The Club exists to foster meaningful connection, creativity, personal growth, and a strong sense of belonging. Membership is a privilege, not a right, and is extended selectively to individuals who align with the Club's values, culture, and community standards.

## 2. MEMBERSHIP ELIGIBILITY & ACCEPTANCE

### 2.1 Invitation-Only Admission

All memberships are offered by invitation only. Submission of interest, nomination, or application does not guarantee acceptance.

### 2.2 Approval & Discretion

Membership approval and renewal decisions are made solely at the discretion of Townhome. The Club may request additional information at any time to assess alignment with values, conduct expectations, and community fit.

### 2.3 Age Requirement

Members must be at least 21 years of age unless otherwise approved in writing by the Club.

### 2.4 Membership Limits

Townhome may limit or cap membership tiers to preserve the quality and experience of the community.

## 3. MEMBERSHIP TIERS

3.1 Townhome offers multiple membership tiers that may evolve over time. Tier names, benefits, pricing, and access levels may change at the Club's discretion. Townhome reserves the right to modify, rename, add, or discontinue membership tiers at any time.

### 3.2 Joint Membership

To qualify, existing members must provide a government-issued document or other official proof

of address (such as a driver's license, state ID, tax notice, or recent utility bill) showing that you and the proposed new member share the same residential address for joint membership.

## **4. TERM, RENEWAL & PAYMENT**

### **4.1 Membership Term**

Memberships are issued for a one-year term unless otherwise specified.

### **4.2 Renewal**

Renewal is not guaranteed. Members may be invited to renew following a review process, which may include a conversation with the Membership team. Townhome may decline renewal for any reason consistent with this Agreement.

### **4.3 Fees & Billing**

Membership dues, initiation fees, and billing options are communicated prior to acceptance of your invitation. The date on which a Member's initial dues payment is processed shall serve as their annual renewal date. Members who elect quarterly billing will be billed on the same calendar date each quarter, based on that same originating date. Annual or quarterly billing is standard unless otherwise approved in writing. For Members who remit payment prior to the Club's opening date, membership will commence on the first day the Club opens to Members, and the billing anniversary date will be set accordingly, unless an alternative start date has been agreed upon in writing with the Membership team prior to opening. Members must maintain a valid ACH payment method on file at all times.

### **4.4 Nonpayment**

Members with outstanding balances will not have access to the Club or its amenities until payment is brought current. Late fees may apply.

### **4.5 Refunds**

All fees are non-refundable except in cases of termination by Townhome, in which case unused membership dues will be reimbursed on a pro rata basis. Initiation fees remain non-refundable under all circumstances.

### **4.6 Transferability & Freezes**

Memberships are non-transferable. Membership freezes may be requested and are considered on a case-by-case basis at the sole discretion of Townhome. Approved freezes are subject to a standard freeze fee as determined by Townhome at the time of the request. Freeze terms, duration, and conditions will be communicated upon approval.

## **5. MEMBER CONDUCT & COMMUNITY STANDARDS**

Townhome is a values-based community grounded in curiosity, kindness, contribution, respect, creativity, and discretion.

### **5.1 Expected Conduct**

Members must treat fellow Members, guests, and staff with respect at all times.

## 5.2 Prohibited Conduct

The following behaviors are not permitted: harassment, discrimination, or derogatory language; unsafe, disruptive, or illegal activity; commercial solicitation without approval; violations of privacy or confidentiality; recording or photographing others without consent.

## 5.3 Disciplinary Action

Violations may result in warnings, suspension, or termination depending on severity. Townhome may track behavioral incidents and reserves full discretion in enforcement.

# 6. GUEST POLICY

Members may bring guests subject to current guest policies and tier limitations. Members are fully responsible for the conduct and behavior of their guests. Guest privileges may be modified or revoked at any time.

# 7. CLUB ACCESS, SPACES & RESERVATIONS

Access to spaces, amenities, and events varies by membership tier and availability.

Townhome may:

- Adjust hours of operation
- Close spaces for private events
- Require reservations or RSVPs
- Enforce cancellation and no-show policies

Members are responsible for any damage caused by themselves or their guests.

# 8. HOUSE RULES

House Rules, including operating hours, reservations, dress code, laptop use, photography guidelines, food and beverage policies, and quiet zones, are maintained separately and may be updated periodically. Compliance is required as a condition of membership.

# 9. PRIVACY & CONFIDENTIALITY

Townhome is a private space. Members are expected to respect the privacy, conversations, and experiences of others.

## 9.1 Data Collection & Use

Townhome may collect and use personal information for membership administration, billing, communication, and access management. Personal data is not sold or rented to third parties. Members may opt out of promotional communications while continuing to receive essential membership notices.

## 9.2 Data Retention

Member data will be retained for as long as necessary to fulfill the purposes for which it was collected, including compliance with legal, accounting, or reporting obligations. Upon termination

or non-renewal of membership, Townhome will retain personal data for a period of up to three (3) years, after which it will be securely deleted or anonymized unless otherwise required by law.

### **9.3 Member Data Rights**

Members may submit a written request to Townhome to access, correct, or request deletion of their personal data. Townhome will respond to such requests within a reasonable time and in accordance with applicable law.

### **9.4 Photography**

Photography may be restricted in certain areas. Townhome may use images captured within the Club for internal or promotional purposes unless a Member opts out in writing. A full Privacy Policy will be provided separately.

## **10. SUSPENSION & TERMINATION**

Townhome may suspend or terminate membership for reasons including, but not limited to: violations of this Agreement or House Rules; nonpayment; conduct detrimental to the Club, its Members, staff, or reputation.

In the event of termination by Townhome, unused dues will be refunded on a pro rata basis. Initiation fees are non-refundable. Termination does not eliminate any outstanding financial obligations owed to the Club. Reinstatement, if considered, is at the sole discretion of Townhome.

## **11. DEATH OR INCAPACITY OF A MEMBER**

In the event of a Member's death or documented legal incapacity during an active membership term, the membership will be considered terminated as of the date Townhome receives written notice. Unused membership dues paid for the remainder of the current term will be refunded on a pro rata basis to the Member's estate or legal representative. Initiation fees are non-refundable. No membership rights or benefits may be transferred to another individual as a result of death or incapacity.

## **12. LIABILITY & ASSUMPTION OF RISK**

Members acknowledge that participation in Club activities may involve inherent risks, including physical activity, food and beverage consumption, and use of shared spaces. Members agree to release and indemnify Townhome to the fullest extent permitted by law. A detailed waiver may be provided separately.

## **13. DISPUTE RESOLUTION**

### **13.1 Informal Resolution**

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the Member's relationship with Townhome, the parties agree to first attempt to resolve the matter informally by providing written notice to the other party describing the nature of the dispute. The parties shall have thirty (30) days from the date of such notice to attempt in good faith to resolve the dispute before initiating formal proceedings.

### **13.2 Binding Arbitration**

If informal resolution is unsuccessful, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, or such other arbitration body as mutually agreed upon. Arbitration shall take place in Travis County, Texas. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

### **13.3 Class Action Waiver**

Members agree to resolve disputes on an individual basis only and waive any right to participate in a class action lawsuit or class-wide arbitration.

### **13.4 Exceptions**

Nothing in this section shall prevent either party from seeking emergency injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm.

## **14. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. To the extent any matter is not subject to arbitration under Section 13, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Travis County, Texas.

## **15. FORCE MAJEURE**

Townhome shall not be liable for any failure or delay in performance under this Agreement arising out of causes beyond its reasonable control, including but not limited to acts of God, natural disasters, severe weather, public health emergencies, pandemics, government orders or restrictions, fire, civil unrest, or utility failures. In the event of a force majeure closure lasting thirty (30) days or more, Townhome will work in good faith with affected Members regarding pro rata adjustments to dues for the period of closure.

## **16. NON-DISCRIMINATION**

Townhome is committed to maintaining a welcoming and inclusive community. The Club does not discriminate in its membership decisions on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, or any other classification protected by applicable law. Membership decisions are based solely on alignment with Club values, conduct standards, and community fit as described in this Agreement.

## **17. INTELLECTUAL PROPERTY AND BRANDING**

Townhome's name, branding, design, programming, and materials may not be used publicly or commercially without prior written approval. Unauthorized promotion within the Club is prohibited.

## **18. AMENDMENTS**

Townhome may update this Agreement, House Rules, or membership policies at any time. Members will be notified of material changes. Continued use of Club access following notice of changes constitutes acceptance of the updated terms.

## 19. ACKNOWLEDGMENT & SIGNATURE

By signing electronically, the Member confirms they have read, understood, and agreed to all terms of this Membership Agreement.

• • •

---

TOWNHOME