

This Membership Agreement (this “Agreement”) sets forth the terms and conditions of your Hudsonville Lanes Membership. If you have any questions, please feel free to consult any member of our staff for assistance.

HUDSONVILLE LANES MEMBERSHIP TERMS AND CONDITIONS

1. SUBSCRIPTION MEMBERSHIPS

Premium Memberships, Basic Memberships, and Summer Penny Plans are collectively referred to herein as “Subscription Memberships”. A player must be 18 years or older to purchase a Subscription Membership.

2. DEFINITIONS

a) Parent Account Holder.

“Parent Account Holder” shall refer to the business entity that purchases the Subscription Membership.

b) Primary Member.

“Primary Member” The Primary Member is the only individual with the authority to print a physical membership card and the only individual authorized to make changes to the Subscription Membership account information, including but not limited to adding and removing Designated Individuals (defined below), changing billing information, and changing billing preferences such as the auto-renew payment option.

c) Authorized Primary Member Representative.

“Authorized Primary Member Representative” this shall refer to an individual(s) designated in writing by the Primary Member to act on the Primary Member’s behalf with regards to the Subscription Memberships. The ability to have an Authorized Primary Member Representative shall only be available to Parent Account Holder(s) that are business entities.

d) Designated Individuals.

“Designated Individuals” shall mean the individuals who are listed on the Subscription Membership for the term of the Subscription Membership. If a Designated Individual is no longer employed or associated with the Subscription Membership, they may be replaced by contacting memberservices@hudsonvillelanes.com. By adding a

Designated Individual to the Subscription Membership, the Primary Member is agreeing to these terms and conditions on behalf of each Designated Individual. Primary Member is responsible for ensuring that each Designated Individual complies with the terms stated herein, and Primary Member shall remain liable for the actions of each Designated Individual they choose to add to the Subscription Membership.

e) Member.

“Member” shall mean an individual who holds a Subscription Membership.

f) Event.

“Event” as used in this Agreement and Section 12 herein shall be defined as any reservation outside of membership hours, including Hudsonville Lanes promoted special events, or a group event of 30 or more people booked at any time.

g) Event Confirmation.

As used in this Agreement, “Event Confirmation” has occurred when an active, listed individual on the Premium Membership provides a signed Event agreement and at least 50% payment toward the Event has been made.

h) Event Execution.

As used in this Agreement, the “Event Execution” is defined as the date that the applicable Event takes place.

3. MEMBERSHIP TERMS

If you choose a Subscription Membership, you agree that as a condition of your continued Subscription Membership at Hudsonville Lanes, you authorize Hudsonville Lanes or its agent to charge your Payment Card (defined below) for the Subscription Membership fee (plus applicable taxes), that you selected at the time of purchase. If you select the auto renew option at the time of purchase, you hereby authorize Hudsonville Lanes or its agent to automatically charge your Payment Card for the Subscription Membership fee on the applicable date(s), to be charged either monthly, every six (6) months, or annually (“Payment Date”) according to the payment option you select. If your Subscription Membership is not renewed prior to the renewal date, your Subscription Membership will automatically expire. For example, purposes only, if your Subscription Membership began on June 19, your Payment Date is the 19th of each month, and your Payment Card will be charged for the Subscription Membership fee. If

your Payment Date falls on a date that is not contained in your applicable payment month (for example, if your paid Subscription Membership started on the 31st day of a month), your Payment Card will be charged on the last day of that month. You will not be provided with copies of charge slips evidencing the Subscription Membership fee, however, you will have access to all transactions by logging into the Subscription Membership portal at HUDSONVILLELANES.COM and navigating to your Subscription Membership transactions. You agree to pay the Subscription Membership fee (plus taxes) in accordance with your Payment Card issuer agreement, if applicable. You also authorize Hudsonville Lanes to charge your Payment Card for any other charges you may incur associated with your Subscription Membership.

4. SUBSCRIPTION MEMBERSHIP BENEFITS

Hudsonville Lanes reserves the right to choose which Subscription Membership benefits are available to each category of Memberships. A current list of Membership benefits can be found at <https://HUDSONVILLELANES.COM/MEMBERSHIPS/>. Certain menu items may be excluded at any time from the membership discount at Hudsonville Lanes's sole discretion.

5. SUBSCRIPTION MEMBERSHIP CATEGORIES

a) PREMIUM MEMBERSHIP

PREMIUM Memberships are a shared subscription membership by either 1-2, 3-4, or 5-6 Designated Individuals. These Designated Individuals will remain on the Subscription Membership throughout the term of the Subscription Membership. The cost for a Premium Membership varies depending on how many Designated Individuals will be sharing the Subscription Membership and the selected Subscription Membership plan. All pre-paid fees are non-refundable.

Each PREMIUM Subscription Membership is good for one (1) Hudsonville Lanes bowling lane for up to six players, at any one (1) time. Time is determined based on walk-in lane availability and is limited to one (1) check in each day. Each Membership account can only be used on one lane at a time. Designated Individuals will check in using their mobile number and a valid photo ID confirming their identity. Other individuals may not check in as a Designated Individual on the Subscription Membership.

b) PREMIUM HERO MEMBERSHIP

PREMIUM HERO Memberships are a shared Subscription Membership by either 1-2, 3-4, or 5-6 Designated Individuals. These Designated Individuals will remain on the

Subscription Membership throughout the term of the Subscription Membership. The cost for a PREMIUM HERO Membership varies depending on how many Designated Individuals will be sharing the Subscription Membership and the selected Subscription Membership plan. All pre-paid fees are non-refundable. The Hero must be the paying, primary member on the account in order to qualify for this incentive. All pre-paid fees are non-refundable.

Each PREMIUM HERO Subscription Membership is good for one (1) Hudsonville Lanes bowling lane for up to six players, at any one (1) time. Time is determined based on walk-in lane availability and is limited to one (1) check in each day. Each Membership account can only be used on one lane at a time. Designated Individuals will check in using their mobile number and a valid photo ID confirming their identity. Other individuals may not check in as a Designated Individual on the Subscription Membership.

c) BASIC MEMBERSHIP

BASIC Memberships are an individual Subscription Membership for one (1) Primary Member. The cost for a BASIC Membership varies depending on the selected Subscription Membership plan term. All pre-paid fees are non-refundable.

Each BASIC Subscription Membership is good for one (1) Hudsonville Lanes bowling lane for up to six (6) players, at any one (1) time. Additional guests may be added to the lane for an additional fee. Refer to subscription membership benefits for guest fees. Each Membership Account can only be used on one lane at a time. Primary members will check in using their mobile number and a valid photo ID confirming their identity. Other individuals may not check in as a Designated Individual on the Subscription Membership.

d) BASIC HERO MEMBERSHIP

BASIC Hero Membership is an individual Subscription Membership for one (1) Primary Member. The Hero must be the paying, primary member on the account in order to qualify for this incentive. All pre-paid fees are non-refundable.

Each BASIC HERO Subscription Membership is good for one (1) Hudsonville Lanes bowling lane for up to six (6) players, at any one (1) time. Additional guests may be added to the lane for an additional fee. Refer to subscription membership benefits for guest fees. Each Membership Account can only be used on one lane at a time. Primary members will check in using their mobile number and a valid photo ID confirming their identity. Other individuals may not check in as a Designated Individual on the Subscription Membership.

e) SUMMER PENNY PLAN MEMBERSHIP (SPP)

SPP Memberships are a shared subscription membership by either 1-2, 3-4, or 5-6 Designated Individuals. These Designated Individuals will remain on the Subscription Membership throughout the term of the Subscription Membership. The cost for a SPP Membership varies depending on how many Designated Individuals will be sharing the Subscription Membership and the selected Subscription Membership plan. SPP Memberships are limited term memberships for the months specified on the subscription membership benefits page. Monthly membership payments are subject to all terms listed in section 3 of this same document. All pre-paid fees are non-refundable.

Each SPP Subscription Membership is good for one (1) Hudsonville Lanes bowling lane for up to six designated individual players, at any one (1) time. Time is determined based on walk-in lane availability, number designated individual bowlers (up to 20 minutes per bowler), and is limited to one (1) check in each day. Each Membership account can only be used on one lane at a time. Designated Individuals will check in using their mobile number and a valid photo ID confirming their identity. Other individuals may not check in as a Designated Individual on the Subscription Membership.

6. PAYMENT CARDS

You may pay by Company Check, VISA®, MASTERCARD®, Discover or AMERICAN EXPRESS® credit card, or VISA or MASTERCARD check card (check card must bear the VISA or MASTERCARD logo) for any Subscription Membership. Any such credit or check card shall be collectively referred to herein as the "Payment Card". You also authorize Hudsonville Lanes to place a pending charge to your Payment Card when you sign up for any Subscription Membership and prior to each subsequent periodic charge for Subscription Memberships. Pending charges will be used to verify your billing address and the validity of your Payment Card and are temporary (typically 3 to 7 days in length) and will not be converted into an actual charge to you. Pending charges, while pending, will, however, reduce the available amount of credit on your Payment Card in the amount of \$1 per \$1 of pending charge. You also authorize Hudsonville Lanes to charge your Payment Card for any other charges you may incur associated with your Subscription Membership, if applicable.

7. PAYMENT

FEES RELATING TO YOUR PAYMENT CARD. You are solely responsible for any and all fees charged to your Payment Card by the issuer, bank or financial institution

including, but not limited to, membership, overdraft, insufficient funds and over the credit limit fees.

EXPIRATION DATE AND REFUSAL OF CHARGES TO YOUR PAYMENT CARD. If your Payment Card for any reason will not accept charges for any Subscription Membership fees, your Subscription Membership will automatically expire. In order for your Subscription Membership to be reinstated, you must update your Payment Card information at hudsonvillelanes.com by logging into the Subscription Membership portal and navigating to your Subscription Membership to update the payment information.

From time to time, Hudsonville Lanes may avail itself of account updating services provided by the Payment Card industry, including, without limitation, VISA's Account Updater program or MasterCard's Automatic Billing Updater program. By enrolling in a Subscription Membership, you hereby agree and authorize Hudsonville Lanes to update your Payment Card or similar account information and charge any updated Payment Card in accordance with the terms and conditions of such account updated programs.

If a Subscription Membership is paid for by the member's employer, the employer holds the right to the Subscription Membership in the event the member is no longer employed by said company, for any reason, through the end of the paid term.

8. SUSPENSION/TERMINATION

Hudsonville Lanes may suspend or terminate your Subscription Membership at any time for any breach of this Agreement or for any other reason by giving you written or oral notice of such termination, with or without cause. If Hudsonville Lanes terminates your Subscription Membership, you must immediately surrender your Subscription Membership card and you will remain liable for all unpaid dues (including any recurring Subscription Membership charges and all other charges against your account). If your Subscription Membership is terminated by Hudsonville Lanes, you will not receive a refund on any amounts paid under any type of Subscription Membership.

9. DEFAULT

If you default on any payment due under this Agreement, Hudsonville Lanes may declare all or any of the future payments to be made under this Agreement immediately due and payable.

10. CHANGES TO POLICIES, FACILITIES, AND PROGRAM

Hudsonville Lanes may introduce new venues or programs from time to time, which may be available to members for an additional fee. Hudsonville Lanes may publish and

amend policies and regulations for the venues, or modify its fees for Subscription Membership, from time to time and for any reason. You acknowledge that Hudsonville Lanes may change Subscription Membership fees at any time; provided, however, that Hudsonville Lanes will give prior notice via e-mail to Subscription Membership holders of any change to the periodic Subscription Membership fees. You agree that, unless you cancel your applicable Subscription Membership prior to the effective date of the change, you will be charged the new applicable periodic Subscription fee (plus applicable taxes) on each periodic Payment Date after the effective date of such change, and you authorize Hudsonville Lanes to charge the new periodic Subscription fee (plus applicable taxes) to your Payment Card. Hudsonville Lanes reserves the right to suspend, modify or end the Subscription Membership without prior notice, in its sole discretion. You agree that Subscription Membership at Hudsonville Lanes does not involve an extension of credit or a retail installment sale since Hudsonville Lanes does not impose a finance charge and you may choose to continue or stop your Subscription Membership at any time. Void where prohibited.

11. HOURS OF OPERATION

From time to time, Hudsonville Lanes may make reasonable changes to the days and hours that our venues are open for business. You understand that Hudsonville Lanes will be busier at certain times than others on different days of the week. Hudsonville Lanes also reserves the right to sell out the entire venue for a day or evening for a private event.

12. DEFINITION OF PREFERRED PRICING ON EVENTS

This benefit is valid for 6 month and Annual Subscription plans only. Availability of preferred pricing is based upon the Member being active and in good standing at both the time of Event Confirmation and Event Execution. Excludes food and beverage. Events are subject to revenue minimums, require payment in advance, and require you to sign a separate signed Event agreement agreeing to Hudsonville Lanes's standard Event terms and conditions. Notwithstanding the foregoing, Hudsonville Lanes reserves the right to void this preferred pricing in the event that the sum of the discounts received by an individual Member in any given term exceeds three (3) times the value of the Member's applicable Membership in any given term.

13. PICTURE IDENTIFICATION/SIGN IN

You agree to have your picture taken for Hudsonville Lanes's internal purposes upon joining, if requested by Hudsonville Lanes. Members and guests must check-in at the designated area. Designated Individuals will check in by signing in with their unique

mobile number and a valid ID. Members may not share their mobile number with others in order to give guests access to their Subscription Membership benefits. We may require Members and guests to show additional photo identification prior to admittance to Hudsonville Lanes. Members must be in good standing (for example, your account must be paid to date) to be eligible for any Hudsonville Lanes Subscription Membership benefits.

14. WAIVER

You understand that your use of Hudsonville Lanes venues will be undertaken at your sole risk. You agree that you are voluntarily participating in activities and using the venues and premises (including the parking lot) and you assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property.

You agree that Hudsonville Lanes, its affiliates, subsidiaries, officers, directors, employees, and agents (“Hudsonville Lanes Parties”) will not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever in respect of you or your property (including lost or damaged personal possessions) (collectively, “Claims”), arising out of or connected with the use of any of the services and/or venues of Hudsonville Lanes. You expressly release and discharge the Hudsonville Lanes Parties from all such Claims except to the extent any Claims result directly from any negligence on the part of one or more of the Hudsonville Lanes Parties.

15. SAFETY

By playing at any Hudsonville Lanes venue, you agree to abide by the following safety rules, as well as other safety rules posted at the venue and/or online:

- Obey all verbal and posted rules and instructions. Use common sense to protect yourself and others.
- Only the player bowling is allowed on the lane approach. All other players must stand on carpeted areas at all times until their turn to bowl. Players are responsible for the safety and etiquette of others around them and should always check their surroundings before starting their approach.
- Only throw one bowling ball at a time.
- Bowlers under 12 must be supervised by a player 15+ at all times. After 9 pm, anyone under 18 must be supervised by a bowler 21+.

16. VIOLATION OF POSTED RULES AND REGULATIONS

All players are subject to compliance with any rules and regulations of Hudsonville Lanes that may be posted from time to time at the venue and/or online. Member also acknowledges and agrees to fully comply with all applicable alcoholic beverage control laws including, but not limited to, the prohibition of consumption of alcoholic beverages by any person(s) who are underage and/or cannot produce proper identification. In the event that a Member fails to comply with said rules and regulations, Hudsonville Lanes may (1) suspend all Subscription Membership privileges or (2) void this Agreement and revoke all Subscription Membership privileges. Hudsonville Lanes reserves the right to amend or alter these rules and regulations at any time in our sole discretion. All amendments to these rules and regulations shall be effective immediately.

17. INJURIES

You will immediately report any accident or injury suffered in Hudsonville Lanes's venues to a staff person, and you will provide a written report from your doctor within a reasonable time, if requested by Hudsonville Lanes.

18. DRESS CODE/PERSONAL CONDUCT

Appropriate clothing and footwear is required within the venue at all times. Bowling shoes are required while on the lane approach and/or while bowling. Bare feet are not acceptable anywhere at Hudsonville Lanes. Inappropriate, foul and/or lewd language or behavior is not acceptable and will result in suspension of your Subscription Membership.

Players are subject to the control and guidance of the Hudsonville Lanes staff and must follow their instructions while at Hudsonville Lanes. Players agree to conduct themselves in a well-mannered fashion when in or about Hudsonville Lanes and not cause any disturbances or interfere with the safe use or enjoyment of Hudsonville Lanes by other players.

19. DAMAGE TO FACILITIES

You agree to pay for damage to Hudsonville Lanes equipment and premises and third-party property outside of Hudsonville Lanes caused by you and/or your guests (or guests') careless use of equipment or other intentional or negligent acts.

20. TEMPORARY CLOSURE

Hudsonville Lanes may temporarily close the venues in its sole discretion for any reason including, without limitation, in the case of inclement weather. Players are immediately required to comply with announcements and staff instructions regarding weather-related stoppages

21. EARLY TERMINATION:

a) By Hudsonville Lanes. Hudsonville Lanes may terminate this Agreement for breach of terms and conditions, or policies or regulations adopted by Hudsonville Lanes from time to time. Hudsonville Lanes may terminate this Agreement without cause if a ninety (90) day prior notice is given to the Member.

b) By Primary Member. The Primary Member may terminate the Subscription Membership at any time within the online Subscription Membership Portal. If the payment preferences are set to auto-renew, the Primary Member must terminate the Subscription Membership no later than seven (7) days before the next applicable Payment Date in order to not be charged for the next billing cycle.

22. LIMITATION OF LIABILITY

Recovery for any breach of this Agreement by Hudsonville Lanes is strictly limited to the amount you have paid to Hudsonville Lanes under the applicable Subscription Membership, and you agree that recovery of any indirect, incidental, special, punitive, exemplary, and consequential damages are not a remedy available to you even if Hudsonville Lanes has been advised of such damages.

23. USE OF Hudsonville Lanes NAME/LOGO/IMAGES

All promotional and display materials, including any images or materials (collectively, "Images"), that refer to or depict the Hudsonville Lanes venue or Hudsonville Lanes's name, logo, symbol, trademark or tradename (collectively, "Hudsonville Lanes Marks") shall be subject to Hudsonville Lanes's prior written approval. You may not use or display any names, symbols, logos, trade names or trademarks owned by (or identified with) any third party without the prior written approval of Hudsonville Lanes. You have no rights or interests in any intellectual property owned or licensed by Hudsonville Lanes. Images may not be used to state or imply the endorsement by Hudsonville Lanes or of any Hudsonville Lanes personnel with any a commercial product, process or service, or used in any other manner that might mislead or imply any approval, sponsorship, endorsement or affiliation between you and Hudsonville Lanes. Commercials or other promotional messages may not be filmed at the Hudsonville

Lanes venue unless you enter into a separate agreement with Hudsonville Lanes expressly permitting such use. You may not use trademarks, logos or other content that is confusingly similar to the Hudsonville Lanes Marks. If you wish to obtain Hudsonville Lanes's permission for any uses of Images or the Hudsonville Lanes Marks or for any other use which is not specifically addressed in this Agreement or you become aware of unauthorized use of the Hudsonville Lanes Marks, please contact dana@hudsonvillelanes.com. Please note that permission is at Hudsonville Lanes's sole discretion and, if granted, will only be granted under certain conditions and/or subject to you entering into an agreement with Hudsonville Lanes.

24. RESELLING OF MEMBERSHIP BENEFITS

Memberships may not be used for resale, advertising, or other promotion. All Events must be booked through the Hudsonville Lanes sales team. Any third-party names, logos, symbols, trademarks, or tradenames are not allowed to be displayed in a contracted private Event space booked through the Hudsonville Lanes sales team without prior written approval by Hudsonville Lanes. Signage to direct your Event guests is allowed subject to Hudsonville Lanes's prior written approval, but may not include logos, symbols, or pictures of any kind and must be displayed in a Times New Roman font. Any uses of the Hudsonville Lanes Marks must be approved in writing by the Hudsonville Lanes marketing department. Any items that do not adhere to Hudsonville Lanes's brand standards must be taken down immediately.

25. LESSONS AT Hudsonville Lanes

Lessons may not be provided by any bowling coach/professional or other individual that is not a Hudsonville Lanes instructor.

26. MISCELLANEOUS

a) NON-WAIVER:

No waiver of any provision in this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

b) ASSIGNMENT:

Hudsonville Lanes may assign this Agreement, and, provided that the assignee agrees to assume the obligations of Hudsonville Lanes in this Agreement, then Hudsonville Lanes will be fully relieved of those obligations upon notice to you of the assignment. You understand that you may not assign your membership to another person.

c) GOVERNING LAW:

This Agreement is governed by the laws of the State of Michigan, and the parties hereto agree to the venue of the District Court of Ottawa County.

d) INVALID PROVISIONS:

If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

ENTIRE AGREEMENT & DEFINITION:

This document incorporates the entire Agreement between Members and Hudsonville Lanes. Hudsonville Lanes reserves the right to modify this Agreement from time to time. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express, implied or statutory, between the parties hereto except as specified in this Agreement.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE INFORMATION UNDER THE TERMS, CONDITIONS AND POLICIES OF THIS MEMBERSHIP AGREEMENT WHICH CAN ALSO BE FOUND ONLINE AT <https://hudsonvillelanes.com/membership-agreement/>.

IN ADDITION, I UNDERSTAND AND AGREE THAT THE ASSUMPTION OF RISK, WAIVER AND RELEASE OF ALL CLAIMS PROVISIONS SET FORTH IN THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE IN EFFECT THROUGHOUT MY MEMBERSHIP WITH HUDSONVILLE LANES. I ALSO UNDERSTAND AND AGREE THAT IF MY MEMBERSHIP IS INTERRUPTED FOR ANY REASON, THIS AGREEMENT WILL REMAIN IN EFFECT DURING THE PERIOD OF INTERRUPTION AS WELL AS AFTER THE MEMBERSHIP IS REINSTATED. THIS AGREEMENT IS THE ENTIRE AGREEMENT, AND NO VERBAL OR OTHER AGREEMENTS HAVE BEEN MADE TO ALTER THE TERMS OF THIS AGREEMENT.

Effective date: March 1, 2024