



MOTOPA CLUB MEMBERSHIP AGREEMENT

Mailing address: 4123 N. Central Expressway, Dallas, TX 75204 Phone: 214.443.8389
 Web address: www.motopiacafe.com email: info@motopiacafe.com

This agreement is made as of the ____ day of _____ of 20__, by and between Motopia, LLC, a Texas Limited Liability Company, ("Motopia"), and _____ ("Prospective Member").

In consideration of the following mutual promises, the parties agree as follows:

1. TERM

The term of this agreement shall be twelve (12) months, commencing on _____, and shall renew upon the same terms and conditions for successive renewal terms of twelve (12) months until or unless Motopia or the Prospective Member shall give the other thirty (30) days written notice to terminate prior to renewal.

2. PROSPECTIVE MEMBER INFORMATION

Name:	
Home Address:	
City, State, Zip Code:	
Employer:	
Position:	
Home Phone:	
Work Phone:	
Cell Phone:	
E-mail:	

3. MEMBERSHIP TYPE

Membership Type	Check Only One	Monthly Cost	Description
Single	<input type="checkbox"/>	\$100	Standard membership privileges for the member only (*)
Single and Spouse	<input type="checkbox"/>	\$150	Standard membership privileges for the member and his/her spouse (*)
Family	<input type="checkbox"/>	\$200	Standard membership privileges for the member, spouse and unmarried dependent children living at home under the age of 22 (*)

(*) – Only one member-share is required to be purchased for each of the above membership types. Refer to <http://www.motopiacafe.com/membership.php> for more information about privileges by membership type.



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4. TRACK OPTION

Track Option	Check All That Apply	Sign Up Fee	Description
Motorsport Ranch		\$150	This is a one-time fee to sign up for Motopia's MSR membership option. Members electing this option can attend any member day at MSR. The track day fee for every day at the track is \$150.
Eagles' Canyon Raceway		N/A	This is not available yet.

5. MEMBERSHIP SERVICES

The following table outlines a list of member services and opportunities that are limited in supply. Please indicate your interest in any of them by checking the box to the right of the table. These services and opportunities will be allocated on a first come, first served basis and are not guaranteed in any way.

Area	Expiration Date	Check If Interested
Interesting in reserving a locker	<ul style="list-style-type: none"> Motopia only has 12 large lockers and 16 small ones Lockers will be assigned to members at no cost on a first come first served basis 	
Interesting in reserving a motorcycle storage space	<ul style="list-style-type: none"> Motopia only has 12 motorcycle storage space in its off-site facility (across the street) The cost to members is only \$30 per month per motorcycle Spaces will be allocated on a first come first served basis 	

6. MEMBERSHIP FEES

Each prospective member will need to buy a **member-share** once the Officers approve the prospective member's application in order to become a full member. This member-share can be transferred upon membership termination to another prospective member that has been approved for membership by the Officers and is willing to buy the members' share at the then prevailing market rate. The current price of a member-share is \$100.

Monthly dues for members are \$100 for the first twelve (12) months of this agreement. Subsequent renewals will be made at the then prevailing rate. Monthly dues are subject to change at anytime by the Officers.

7. PAYMENT INFORMATION

I agree to have my **member-share** purchase, my **monthly dues** and any expenses incurred in my **member account** charged to my credit card below. My signature below indicates my authorization for Motopia to do so until this authorization is withdrawn by me in writing:

Charge Card Number	Expiration Date	Security Code	Issued By

Motopia is a privately owned facility managed by its employees and Officers pursuant to policies established by its Officers. As such, Motopia reserves the right to approve or reject applications in its sole and absolute discretion.



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7. MEMBER OBLIGATIONS

Member understands and agrees:

- A. To be bound by the Rules. That the Rules are to be construed as part of this Agreement, both as the rules now exist and as they may from time to time be amended or supplemented, as if they were set forth herein in full.
- B. To purchase a member-share upon joining, which amount shall be determined from time to time by Motopia. To pay monthly dues as set by Motopia. To pay for all other charges for any goods and services charged to member's accounts by Member or a guest. To pay for any damages caused by Member or Member's guest. THAT ALL MEMBERSHIPS ARE NON-ASSESSABLE, NON-VOTING, NONPROPRIETARY AND NON-TRANSFERABLE.
- C. In the event the membership account becomes delinquent, Member shall be liable for all costs of collection including reasonable attorney fees. Further, from the date of the delinquency Member agrees to pay interest at the rate of one and one-half percent (1.5%) per month on all outstanding amounts due to Motopia including damages, dues, and other charges outstanding against the member account.

8. MISCELLANEOUS

Member understands and agrees:

- A. That no refund of member-share will be made except as expressly provided for herein. Further, the Member agrees to be responsible for payment under this Agreement for the full term hereof except as may be otherwise specified in this Agreement or the Rules.
- B. To authorize Motopia and its Officers, employees or agents to render first aid medical care to the member or other users of the Club for any injury, illness, or affliction of any kind whatsoever until such time as medical assistance can be reasonably obtained.
- C. For themselves and their family, heirs and personal representatives, to fully indemnify and hold harmless Motopia, its Officers, agents and employees from any and all claim of liability for injuries or illness to the member and/or guest for injuries or illness sustained as a result, either directly or indirectly, of Member and/or guest use of the facilities of Motopia.
- F. To acknowledge that Officers, employees and agents of Motopia are not and will not be supervising any activity performed upon the premises.
- G. That any notice given under this Agreement shall be effective if given in accordance with the Rules established by Motopia.

9. ENFORCEABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid, or enforceable.

10. BUYERS RIGHT TO CANCEL

If you wish to cancel this contract, you may cancel by making or delivering written notice to Motopia. This notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to:

Motopia
Attention: Paulina Valenciano
4123 N. Central Expressway
Dallas, TX 75204

If canceled within three (3) business days, you will be entitled to a refund of all monies paid. You may also cancel this contract if this club moves or goes out of business and fails to provide alternative facilities within five (5) miles of the location designated in this contract. Your estate may also cancel in the event of your death.

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I have read this Membership Agreement and hereby agree to be bound by its terms and conditions.

Member Signature: _____ Date: _____

Section below to be completed by Motopia

Processed By	Member-Share Purchase Amount	Prorated Monthly Dues	Track Option Fees	Initial Charge Total

Full Monthly Dues Start	Any Other Comments