

MARTELL'S TIKI BAR 2023 PLATINUM CARD AGREEMENT

INTRODUCTION: In this agreement, the words "you" and "your" mean you as the applicant. The words "we," "us," and "our" refer to Martell's Tiki Bar, Inc., 308-312 Boardwalk, Point Pleasant Beach, New Jersey 08742. This agreement contains the terms of the Martell's Tiki Bar Platinum Card Agreement. In consideration of our extending the privileges of Platinum Card to you, you agree as follows:

CARDHOLDER STATUS: To become a Platinum Cardholder you must be approved by Management. Upon receiving approval, to obtain your card you must put \$500 on your Platinum Card account. The \$500 deposit may be paid in cash or with a credit card, specifically MasterCard, Visa or American Express. Additional monies may be placed on your Platinum Card in increments of \$500 or more. The funds placed on your Platinum Card account may be utilized to purchase food, beverages, tickets and merchandise offered by Martell's Tiki Bar, Inc. You must present this card and valid photo identification every time you use your card. The card is not transferable. We will provide you with statements upon request throughout the year, reflecting purchases made any applicable discount and your balance. All privileges extended with this card will be suspended upon depletion of your account and will be reactivated when additional funds are placed on the account. If at any time your card is utilized for payment and there are insufficient funds on your account and we have determined that you owe us a certain dollar amount, the same will be charged to the credit card you utilized to establish your Platinum Card account.

10% DISCOUNT: When your card is utilized for payment of regularly priced food and/or beverages, you will receive a 10% discount on the same. In the event, that your purchase of any items) exceeds your account balance, only the amount paid through your Platinum Card account will be discounted.

BEACH ACCESS: Beach Entrance Fees will be waived to the cardholder.

CLUB COURTESY: If a line forms to enter the Tiki Bar, Platinum Cardholders may proceed to the front of the line. This courtesy does not ensure immediate access, as the line may be held because we have achieved full capacity. The cardholder may bring three non-cardholder guests to the front of the line. Cover charge will be waived as to the cardholder; it is not waived for the cardholder's guests. Club courtesy does not apply on dates of specialty events.

CHANGE OF ADDRESS: You must notify us in writing at least 20 days before any change of address if we are to mail your statement in a timely manner. Send written notice to Platinum Card Program, Martell's Tiki Bar, Inc., P.O. Box 1171, Point Pleasant Beach, New Jersey 08742.

LOST OR STOLEN: If your Platinum Card is lost, stolen or destroyed you must report it to us immediately. You may contact us during our business hours at (732) 892-0131 and we will invalidate your card. You are liable for any unauthorized charges placed on your Platinum Card; unless and until, you report to us that your card has been lost or stolen. We will issue you a replacement card for a \$25 fee.

TERMINATION OF THE PLATINUM CARD ACCOUNT: You may terminate your Platinum Card account at any time by giving us a written notice at Platinum Card Program, Martell's Tiki Bar, Inc., P.O. Box 1171, Point Pleasant, New Jersey 08742. Existing obligations under this agreement will continue until paid in full. We may decline further sales, suspend or terminate your Platinum Card account without notice to you. If your Platinum Card account is terminated and there are funds on your account, we will issue you a gift certificate in the amount of said funds, which will be valid for one year. Platinum Cards at all times remain our property and you will send them to us immediately upon being notified of termination or turn them over to us upon our request.

TERM OF CONTRACT: This contract is valid until December 31, 2023, and on that date, the contract will expire. In February, we will forward the Platinum Card Agreement for 2024. In order to use last year's ending balance, you must sign and return that agreement and bring your account balance up to \$200 by April 1, 2024. This will activate your account for 2024. If you do not renew by February 15, 2024, any remaining balances from 2023, will be issued on a Martell's Gift Card redeemable in 2024. Please retain your Platinum Card because the same card may be used for the 2024 Platinum Card Program.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Statement.

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet of paper and mail it to Platinum Card Program, Martell's Tiki Bar, Inc., P.O. Box 1171, Point Pleasant Beach, New Jersey 08742.

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- **Your name and account number.**
- **The dollar amount of the suspected error.**
- **Describe the error and explain, if you can, why you believe there is an error.**
- **If you need more information, describe the item you are not sure about.**

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, we will correct the charges related to that amount. If we did not make a mistake, you will have to make up any missed payments on the questioned amount. We will send you a statement regarding the amount you owe and deduct it from your account. If there are insufficient funds on your account at the time we have completed our investigation, and we have determined that you owe us a certain dollar amount, the same will be charged to the credit card you utilized to establish your Platinum Card account.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 day telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Management Reserved All Rights

By signing this agreement, you acknowledge that you have read it and agree to all terms and conditions of the Platinum Card Agreement.

X _____
Signature

Please Print Name

Address

City State Zip Code

Date

Platinum Card # Account #

Phone Number

Email Address