

Winery and Vineyard Clubhouse Membership Agreement

This Winery and Vineyard Clubhouse Membership Agreement (“Agreement”) is entered into between Amatterra, LLC (“Amatterra”) and the undersigned (each a “Member”) as of the date executed below (“Effective Date”). Amatterra and Member are parties to this Agreement and may be referred to individually as “Party” or collectively as “Parties.” For good and valuable consideration, the value, sufficiency, and receipt of which is hereby acknowledged, the Parties agree as follows:

- Purpose and Scope.** This Agreement governs the Member’s access and use of the Amatterra Winery and Vineyard Clubhouse, located at 8150 SW Swede Hill Drive, Portland, Oregon 97225 (“Winery”). The Winery is located within a large planned residential development (“Community”) and offers a unique wine experience for Community residents, visitors, and guests. Community residents, visitors, and guests may take advantage of the offerings at the Winery as a Member subject to the terms and conditions of this Agreement.
- Membership.** Member acknowledges and agrees that Member is at least 21 years of age. Initial membership tier terms (e.g., tastings, pricing, dining access) shall be those terms that Amatterra has put in place as of the Effective Date, a copy of which will be provided to Member at the time this Agreement is executed (“Membership”).
- Term, Termination, Amendments.** The initial term of this Agreement shall be 12 months and shall renew annually on the anniversary of the Effective Date (“Renewal Date”) unless otherwise terminated in writing by Member at least 30 days prior to the Renewal Date. Amatterra reserves the right to amend any and all aspects of Membership at any time during the term of this Agreement. Member acknowledges and agrees that Amatterra may immediately terminate this Agreement and the Membership, in Amatterra’s sole discretion, for any reason or for no reason whatsoever.
- Payments.** Member authorizes Amatterra to charge the credit card on file for the Membership fee that Amatterra has in place as of the Effective Date. If applicable based on Membership tier, Member also authorizes Amatterra to charge the credit card on file for the Membership fee as of each Renewal Date.
- Good Neighbor.** Member acknowledges that Winery is located within the Community and agrees to adhere to posted community rules and guidelines or any community rules or guidelines provided by the Winery. Member agrees to park only in designated parking areas and adhere to the traffic safety and posted speeds for private streets in the Community.
- Member Reservations.** Member may make reservations for dining, wine tasting, or other social events at the Winery via AmatterraWines.com, or by calling or by visiting Amatterra in person.
- Member Guests.** Member may bring guests to Amatterra. If you are a member, your spouse is also considered a member. While there is no limit on capacity, Amatterra reserves the right to limit guest access at its sole and complete discretion.
- Winery Wine Club.** Member may also become a member in the Winery’s wine club to receive shipments of Winery wine and access to other Winery-related events reserved exclusively for Winery Wine Club members. Member must separately enroll in the Winery Wine Club to receive Winery Wine Club benefits. Refer to the Amatterra membership tier detail to determine specific access and benefits of each tier.
- Indemnification.** Member hereby agrees to indemnify, defend, and hold harmless Winery, its officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Winery, the common areas, sidewalks, and other appurtenances to the Winery, by Member and its guests; or (b) any acts, errors, or omissions on the part of

Winery, its officers, directors, employees, or agents, including, without limitation. This Section 7 shall survive termination of this Agreement.

10. **Text Message Authorization.** Member authorizes Winery to send Member text messaging related only to Member's reservations and reservation information. Depending on Member's mobile plan, text message and data rates may apply. Member may opt-out at any time by replying with the word "STOP."
11. **Email Message Authorization.** Member authorizes Winery to send Member related email messages pertaining to membership communication, including restaurant, events and other related Amaterra communication. Member may opt-out by unsubscribing to the communications.

By accepting this membership agreement, you agree to be bound to these Terms and Conditions offered by Amaterra, LLC, as they may be amended from time to time. The effective date of this agreement is October 4, 2021.