

We welcome you to join the **Education, Arts & Entertainment Association**, hereinafter known as the **EAEA**, if you are professionally engaged in industries that include **education** (teachers, motivators, public speakers, tutors, educational administrators, etc...) , **arts** (drawing, painting, author, writer, poet, designer (both fashion & interior), make-up artists, aesthetician, cosmetologist, etc...) or **entertainment** (music, film, production, dance, writers, managers, producers, etc...), or cater to professionals in these industries. This is a private social club that provides the products and services of our members to other members of the general public. You can find out more about our mission at www.edarenas.org

Benefits Vary. Please see membership plans. **PLEASE INITIAL EACH PAGE**

Member and Guest Policy

- 1) Education, Arts & Entertainment Association, LLC, hereinafter known as the EAEA is a private club for members only.
- 2) Members range in age, yet members under 21 have limited benefits
- 3) Membership applications must be approved by the VP of Membership (Currently known as Founder)
- 4) The EAEA membership fee varies, there are 4 options. All paid members will be issued a Member ID card which is valid for 1 year.
- 5) All members will be required to present their Member ID card to enter The Office.
- 6) Everyone visiting The Office is required to present Membership ID or another valid form of identification to authenticate their age before being served any alcohol.
- 7) The Education, Arts & Entertainment Association, LLC, and its staff reserve the right to deny entrance to any member who displays inappropriate behavior, appears intoxicated or under the weather.
- 8) The Education, Arts & Entertainment Association, LLC, and its staff reserve the right to terminate membership on demand. Any member subject to termination will have their membership ID terminated immediately.
- 9) Any violation of The Education, Arts & Entertainment Association, LLC's Rules & Regulations and/or Arizona State private social club rules /laws by any member will result in suspension or revocation of membership. The Education, Arts & Entertainment Association, LLC Membership Rules & Regulations can be found at www.edarenas.org
- 10) Other rules and regulations governing membership may be promulgated by the managerial staff after posting written notice at the entrance of the business and posting such change on our websites

Membership Application Process

- 11) New members are required to apply for membership. Membership fees are required upon completion of this application to enjoy selected private club and membership privileges.

There are two ways to apply for membership:

- a) Fill out and submit an online membership application (member profile) and pay the membership fee using any major credit card or bank card. New members will receive an email with instructions on how to login to the Members Only web page where they can view, print, or download their *Member ID card to their mobile device(s). (*coming soon)

b) Fill out and submit a membership application (member profile) and pay the membership fee in person at The Office or online. In which case, the Member ID card will be issued to the new member in person at The Office.

12) You are welcome to enter The Office after receipt of your Member ID card after verifying calendar dates and open entry.

13) It is the members' responsibility to provide current contact and driver's license information to The Education, Arts & Entertainment Association, LLC, and its staff by either:

a) Updating their member profile by logging into their online account and updating their Member Profile.

b) Update their member profile by submitting any changes on a new member application form with their Member ID.

Use of Facilities

14) Members are welcome to use The Office facility for any special event based upon availability, payment of fees, type of membership and Board Executive approval (Currently approved by the Founder). The Education, Arts & Entertainment Association, LLC shall have the right to rent all or part of the facilities for a group gathering or company private party or special event to a member. The proceeds from the rental shall inure to the benefit of The Education, Arts & Entertainment Association, LLC.

15. By becoming a member you will be eligible to receive, via email, information about upcoming events, sales and specials located at The Office or within the EAEA. You may opt-out of any email correspondence at any time upon request.

MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is between Education, Arts & Education Association, LLC (doing business as "the EAEA") (the "Club" or "Seller") who does business at "The Office" and the undersigned applicant ("Member" or "Member"). This Agreement includes and incorporates by reference (i) the provisions on the face of this Agreement, (ii) the attached Membership Agreement Terms and Conditions, (iii) the attached Guidelines of the Club as now in effect and as amended by the Club from time to time, and (iv) such rules and regulations as may be posted at the Club from time to time.

ELECTRONIC FUNDS AUTHORIZATION

You, the undersigned, agree that the Club will charge you annual or daily dues. The Club will draft your dues payments via Electronic Funds Transfer" EFT" or your designated credit card on file on the same day of each payment is due for the term of this Agreement or until you provide written notice to the Club to stop such deductions. Additionally, you agree to pay for any ancillary purchases that are charged to your Club membership house-account, and all service charges, late fees, and other amounts due under this Agreement by draft via "EFT" or your credit card on file.

TERM OF AGREEMENT

This Agreement requires a minimum term of 12 paid months, from the Start Date to the Commitment End Date written above. After the Commitment End Date, your membership will continue, and you will be charged on an annual or quarterly basis at then applicable dues rates until you cancel in accordance with Section 3(a) of this Agreement. You understand that this Agreement cannot be canceled before the Commitment End Date written above, except as specifically provided for in this Agreement. Initial _____

MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

1. MEMBERSHIP: Your membership is a contractual privilege to use the Club facilities, equipment, and services, and participate in Club sponsored activities, programs, and events (collectively the “Club Facilities”) offered from time to time by the Club to your type of membership during the Club’s published hours of operation. The Club reserves the absolute right without notice to add, change, or eliminate any Club Facilities or membership types and to change its hours of operation. Your membership does not entitle you to any interest or ownership in the Club or its property and confers no right to participate in the management or operation of the Club. The membership types, the amount of initiation fees, dues, and other charges payable by the members, the suspension and termination of members, and all other matters affecting or relating to your membership shall be in the Club’s sole discretion.

2. PAYMENTS:

(a) Membership Payments. You agree to pay the initiation fee and other dues rate set forth on the front of this Agreement. House charges shall be debited from your account through electronic funds transfer system at the time of use of services and or products. Except as stated in this Agreement, all membership fees, dues, and other payments are nonrefundable. You shall not be relieved of your obligations to make any such payments and no deduction or refund of dues shall be made for your failure to attend or use the Club Facilities due to vacation, travel, or other personal commitments.

(b) Adjustment to Dues Rates and Other Fees. dues rates, charges and fees for services are subject to change, as deemed necessary by the Club. The Club may increase monthly dues rates by providing you with a minimum of thirty (30) days written notice. If you have a twelve (12) month paid commitment, the Club will not change the dues rate during such initial twelve (12) month period.

(c) Service Charges and Late Fees. If any payment to the Club, including by charge or bank draft, is not honored, or if your account is past due, the Club shall have the right to the following remedies, in addition to any other legal or equitable rights: (1) assess a service charge of \$30.00 for each dishonored transaction and require reimbursement for cost collection; (2) assess a late fee of \$20.00 for all past due accounts; (3) collect the current and past due balance in any subsequent months; and/or (4) suspend or terminate this Agreement. The Club reserves the right to change these service fees and late fees at any time. All payment disputes must be submitted in writing to the Club within 120 days of the disputed charge, to the extent permitted by law. The Club may transfer this Agreement to a collection’s agency, and you will be obligated to pay any collection and/or legal costs incurred by the Club in enforcing this Agreement.

3. CANCELLATION:

(a) Additional Rights to Cancellation. After the initial (3) three-day cancellation period set forth on the front of this Agreement, you or your estate may also cancel this Agreement for any of the following reasons: (1) if upon a doctor’s order, you cannot physically receive the services because of significant physical disability for a period in excess of three (3) months; (2) if you die, in which case your estate shall be relieved of any further obligation for payment under this Agreement not then due and owing; or (3) if the services of the Club cease to be offered as stated in this Agreement. Written notice of cancellation setting forth the reason for cancellation under this section shall be delivered in person or sent by certified or registered United States mail to the Club at the address in this Agreement. If your cancellation is due to a physical disability, written verification from a licensed physician must accompany your notice of cancellation. All monies, excluding the initiation fee, paid pursuant to this Agreement canceled for any of the above reasons shall be refunded within fifteen (15) days of receipt of such notice of cancellation; provided that,

the Club may (A) retain the expenses incurred and the portion of the total price representing the services used or completed; and (B) demand the reasonable cost of goods and services which you have consumed or wish to retain after cancellation of this Agreement. In no instance shall the Club demand more than the full contract price from you. If you have executed any credit or loan agreement to pay for all or part of the club services, any such negotiable instrument by you shall also be returned within fifteen (15) days. Any reinstatement of a membership that is terminated, expired or canceled will require payment of a \$50.00 reinstatement fee in addition to initiation fee and membership dues.

(b) Cancellation by Member. You may cancel your membership at any time after the paid commitment period indicated on the front of this Agreement, by giving the Club thirty (30) days advance written notice. Such cancellation shall be deemed effective on the first day of the calendar month following the expiration of the 30-day notice period and all outstanding dues and charges have been paid to the Club. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. If you prepaid your membership dues or other charges and are eligible to cancel your membership before the end of the prepaid period, the Club will refund prepaid amounts only for unused membership time. Any amounts due by you will be deducted from any refund due to you. If you cancel during your paid commitment period, you will remain responsible for paying dues for the remaining commitment period. Until you provide written notice of cancellation as stated above and make all outstanding payments, you will continue to be charged monthly dues.

(c) Cancellation by the Club. The Club may suspend or cancel your membership at any time for (1) failure to pay your dues and other charges when due; (2) any other breach of this Agreement; or (3) any violation of the Guidelines or other rules and regulations of the Club. The Club also has the right to cancel your membership at any time without cause. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. No refunds shall be made for membership dues and other charges except as specifically provided for in this Agreement. If your membership is terminated for cause, the Club reserves the right to retain the unused portion of any prepaid amounts made by you.

4. GUIDELINES, RULES, AND REGULATIONS: You agree to abide by the attached Club Guidelines, and all rules and regulations of the Club, as the same may be amended from time to time at the Club's sole discretion. Any member who, in the sole determination of the Club, violates the Club's Guidelines, rules, or regulations, or is loud, offensive, uses profanity, harasses, is bothersome to other members, guests or employees or otherwise behaves in an inappropriate or unbecoming manner, may be suspended, or terminated by the Club.

5. MEMBER'S HEALTH WARRANTY: You represent that you are in good health and have no disability, impairment, injury, disease, or ailment, preventing you from engaging in exercise / dance or any activity in which could cause increased risk of injury or adverse health consequences as a result of participating in Club activities/ events. You assume full responsibility for your use of the Club Facility and shall indemnify the Club, its affiliates, agents, and employees, against any and all liability arising out of your use of the Club Facilities. A physical exam by your physician is recommended before commencing any exercise or strenuous event/ workload or program and especially if you are elderly, pregnant, or unaccustomed to physical exertion, and/or YOU MUST SIGN A WAIVER!

6. ACKNOWLEDGEMENT OF RISK: You, on behalf of yourself, and any dependent(s) and guests, represent that, you understand that engaging in physical activities and the use of the Club Facilities includes an inherent risk of minor or major life-threatening injury to persons and property, and death. You understand that risk of injury to persons and property includes, but is not limited to, injuries arising from or relating to (a) the use

by you, your dependent(s), (b) participation by you, your dependent(s), guests or others in any supervised and unsupervised activities, programs, classes, events on or off the Club premises, including any the Club sponsored activities and events; (c) any personal training, instruction, supervision, or dietary recommendations by the Club or its staff; (d) medical disorders that may occur from use of the Club Facilities such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons, and ligaments among others; (e) accidents that may occur anywhere in or around the Club (Including common areas, kitchen, storage rooms, restrooms, offices, DJ booth, dance floor, stage /riser etc.) or while participating in activities or events sponsored by the Club or while traveling to or from the Club; and (f) theft or loss of property while using the Club Facilities. Accidental injuries include those caused by you or by other persons and those, for example, of a slip and fall nature. You, your dependent(s), and guests agree to use due care when using any the Club Facilities and/or when participating in any Club sponsored outside activities and events.

7. DAMAGE TO PROPERTY: You understand and agree that the Club is not liable for loss, damage, or theft of your personal property or that of your guests while in or on the Club Facilities. You shall be responsible for any and all damage to any Club property caused by you, your guests or your dependent children.

8. INDEPENDENT CONTRACTORS: From time to time the Club will make available to you and your guests the services of independent contractors. The Club does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to you or your guests for any period of time, and hereby disclaims all liability arising out of such services.

9. SEVERABILITY. If any provision or any part of any provision of this Agreement is held unenforceable, such provision or portion thereof, shall be severed from this Agreement, and such unenforceability shall not affect the other provisions of this Agreement.

10. NOTICES: Please remember to inform the Club via email of any address or payment changes. Any notice given under this Agreement, shall be considered delivered when mailed to your address and/or emailed listed on the front of this Agreement or as later changed by written notice to the Club. Any notice you send to the Club shall be considered delivered only when received by the Club.

11. ASSIGNMENT: The Club may assign this Agreement in its sole discretion. You may not assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

12. COUNTERPARTS: This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be exchanged by USPS mail or electronic means (e.g., PDF), all of which shall be binding.

13. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any discussions, offers, proposals, agreements or promises with respect thereto. This Agreement may be modified only by a written amendment signed by you and the Club Manager. You are not authorized to make any independent agreement.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. All actions arising under this Agreement shall be exclusively brought in a state or federal court in the City of Phoenix.

15. ATTORNEYS' FEES. If any action, suit, or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of such party's reasonable fees and expenses, including attorneys' fees and expenses incurred in connection with such action. This section shall not be deemed to provide for the award of attorneys' fees for personal injury, or non-contractual claims.

Name

Date of Birth

Age

Address

Phone

Email

Business

Nature of Business

Business Address

Social Media Pages

Facebook (personal or business)

Instagram

Twitter

Tik Tok

YouTube

Website

Which Membership Selected: Community Partner / Associate Partner / Executive Member / Associate Member

Please explain /describe your business, whether you sale products, and/ or provide a service. Also, explain why being a member with the EAEA will benefit you.

Signature

Date

EAEA Representative Name / Role

EAEA Representative Signature

Date

