

# BlakeSt.

## **Membership Agreement, Terms, and Conditions**

This Membership Agreement is effective on the date of signature, or on acceptance by the Member or Prospective Member by paying the Joining Fees, and is between Blake Street House LLC (From here onwards BlakeSt) and the Member who signs it or pays the Joining Fees.

This document contains important information that addresses prohibited conduct; outlines Members' economic and other obligations each time you participate in BlakeSt; and highlights certain rights that BlakeSt reserves to ensure all memberships are an enjoyable experience and that BlakeSt remains a responsible member of the community.

### **MEMBERSHIP**

**Eligibility and Member Warranty.** Each Member represents and warrants he or she is at least twenty-one years of age on or before the Effective Date; agrees to provide evidence of his or her eligibility upon request of BlakeSt; has read all terms of the Agreement; and agrees to comply with all applicable law, rules, regulations and ordinances applicable to BlakeSt and its Members and with all the terms of this Agreement.

**License.** Each Member acknowledges and agrees that the interest acquired pursuant to this Agreement is a revocable license to access and use the facilities or participate in classes and programs, subject to: payment of all amounts owed to BlakeSt; and the Terms and Conditions of this Agreement and the BlakeSt Rules defined below. Memberships are non-transferrable. For the avoidance of doubt, memberships do not provide Members with an equity or ownership interest in the facilities nor a vested or prescriptive right or easement to use the facilities.

#### **Membership Categories.**

- House.* One individual who is at least thirty years of age.
- Under 30.* One individual who is between twenty-one and thirty years of age.
- Out-of-Town.* One individual who is at least thirty years of age and resides at a distance of more than one hundred miles from BlakeSt, which is located at 301 NE Blake St, Bentonville, Arkansas 72712.

All Under 30 memberships shall automatically convert to a House membership upon the Member's thirtieth birthday without a Joining Fee. Upon conversion, standard House Member fees shall apply.

Members subscribed to an Out-of-Town Membership can use the facilities a maximum of 10 days per month.

**Term.** Membership commences once a Member has officially been accepted for membership by BlakeSt; once this Agreement is fully executed; and all applicable fees have been received by BlakeSt. The initial membership terms shall be for one month beginning on the date of commencement. Thereafter, the membership shall automatically renew for additional one month term until terminated as set forth below.

**Membership Cancellation.** A Member may cancel a membership to be effective at the end of the then-current month by providing written notice to BlakeSt at least four days prior to the end of the month. Member shall remit to BlakeSt the balance of any monthly fees due for the remainder of the then-current month. A Member shall return all property of BlakeSt, including key fobs, and remit any outstanding charges prior to the last day of membership. No refunds will be provided. Memberships cannot be canceled for a month that has then already begun. If a Member who canceled their membership wishes to rejoin in the future, all then new applicable rates and fees will apply and they will be required to re-apply and go through an onboarding session. Having been a Member before does not guarantee a Membership slot or acceptance in the future.

**Membership Freeze.** A Member may freeze a membership to be effective at the end of the then-current month by providing written notice to BlakeSt at least four days prior to the end of the then-month. Member shall remit to BlakeSt the balance of any monthly fees due for the remainder of the then-current month. No refunds will be provided. Memberships cannot be frozen for a month that has then already begun. A one-time fee will be applied when a membership is frozen. The fee to freeze a Membership is \$200 for a House Member, \$100 for an Under 30 Member, and \$100 for an Out-of-Town member. Memberships can be frozen for a maximum of one year, after which

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time a Frozen membership will be automatically canceled. Memberships can only be frozen once in a lifetime. Frozen members continue having access to the member portal, virtual events and classes, and member communications. When a Frozen Member wishes to reactivate their membership, they should provide written notice to BlakeSt by emailing [communityteam@blakest.com](mailto:communityteam@blakest.com), four days ahead of their desired reactivation date. Frozen Members do not have to pay joining fees again upon reactivation, and they preserve the membership rate that was in-effect prior to freezing, unless normal membership price increases have happened during the period that the membership was frozen.

**Membership Freeze for Deployed Military Personnel.** A Member who is active in the United States Military and is asked to deploy may freeze a membership to be effective at the end of the then-current month by providing proof of deployment to BlakeSt, at least four days prior to the end of the then-month. Member shall remit to BlakeSt the balance of any monthly fees due for the remainder of the then-current month. No refunds will be provided. Memberships cannot be frozen for a month that has then already begun. Memberships can be frozen for a maximum of one year, after which time the Member of the Military shall provide BlakeSt with another proof of deployment or the Membership will be automatically deactivated. When a Frozen Member wishes to reactivate their membership, they should provide written notice to BlakeSt by emailing [communityteam@blakest.com](mailto:communityteam@blakest.com), four days ahead of their desired reactivation date. Frozen Members do not have to pay joining fees again upon reactivation, and they preserve the membership rate that was in-effect prior to freezing, unless normal membership price increases have happened during the period that the membership was frozen.

**Suspension or Expulsion of Membership.** Member or Guest behavior or conduct that violates the terms of this Agreement, applicable law or is prejudicial to the reputation and character of BlakeSt may result in suspension or expulsion of such Member or Guest. Such conduct may include, without limitation: inappropriate, violent or abusive behavior as determined by BlakeSt in its sole discretion; or the removal, damage or destruction of property belonging to BlakeSt or to other Members or Guests. BlakeSt reserves the right to revoke a membership or refuse a Guest at any time and in its sole discretion. An expelled or suspended Member may not return to BlakeSt as a Guest. Any expelled Member shall remain liable for any applicable fees owed at the time of expulsion. No refunds will be provided.

**Membership Termination.** BlakeSt may terminate any membership with or without notice, and with or without cause. BlakeSt reserves the right to terminate a membership in the event a Member violates any applicable law or the terms of this Agreement. Shall BlakeSt terminate a membership without cause within a term that a Member has already paid for, BlakeSt will refund the prorated amount equivalent to the days left after the termination.

**Guests and Children.** Each Member may invite up to three guests at a time to enjoy the lounges, restaurant, and bars. If a Member wishes to bring more than three guests to BlakeSt, the Member must gain written authorization by emailing [communityteam@blakest.com](mailto:communityteam@blakest.com). The Wellness Spaces, including but not limited to the Pool, Gym, Studio, Hot Tub, Changing Rooms, and Steam Rooms are for members-only, and therefore guests of members may not access those spaces without purchasing a daily Wellness Pass. Event and programs each have different guest limitations which will be described in each individual event copy. All Members and Guests must be at least twenty-one years of age, unless a specific event or program has separate guest limitations that will be indicated at that time. Guests must be accompanied by a Member at all times. Members are responsible for ensuring their Guests follow all BlakeSt Rules and terms of this Agreement and can face suspension or expulsion for violations.

**Access.** Upon request, BlakeSt shall issue one key fob per individual Member to access the BlakeSt facilities. Members agree to notify BlakeSt at [communityteam@blakest.com](mailto:communityteam@blakest.com) to replace any lost or stolen cards, key fobs or other access tools subject to a Twenty-Five Dollar replacement fee. Each Member shall return all membership cards, key fobs or other access tools to BlakeSt prior to the last day of membership. A failure to return any such item shall be subject to additional fees.

## **FEES, INVOICING AND PAYMENTS.**

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**Joining Fee.** BlakeSt shall invoice and each Member shall pay a “**Joining Fee**” in an amount equal to one month's Monthly Membership Fee payable within the first thirty days of membership. A member automatically accepts this BlakeSt Agreement, Terms, and Conditions by paying the Joining Fee.

**Monthly Membership Fees and Charges.** BlakeSt will invoice and charge the applicable membership fee for each member category for each upcoming month on the first of each month. This invoice shall also include all charges associated with such Member during that month, including without limitation, beverage costs, event fees and services. A Member may pay by credit card, debit card or ACH, which are charged on an automated recurring basis every month. Failure to pay or late payment of Monthly Membership Fees and/or other charges will result in a Twenty-Five Dollar late fee, processed on the 28th of each month, as well as suspension of Member privileges until such amounts are fully paid. Membership fees are subject to change without prior notice.

**Services and Events Cancellation Fees.** BlakeSt requires twenty-four hours' notice for cancellation of any regularly available services, or special events or custom or limited availability services. Less than twenty-four hours' notice will result in a charge equal to 100% of the reserved service amount. BlakeSt shall make reasonable efforts to accommodate schedules and rebook appointments to avoid cancellation fees. For Member Events, cancellations with less than twenty-four hours' notice will incur in a charge equal to 100% of the ticket value, or if no ticket value, Ten Dollars per event ticket.

**Invoicing and Payment.** BlakeSt will render a monthly billing statement to a Member for all charges associated with such membership during that month, including food & beverage costs, events, services etc., in addition to Monthly Membership Fees and any other fees set forth above, and shall automatically charge the Member's credit, debit or ACH on file. In the event an automatic charge is not made, payment hereunder shall be due within 18 days of receipt of invoice. If a Member disputes the validity of an invoiced fee, Member must provide prompt written notice to BlakeSt stating the details of any such dispute within ten days. If only a portion on an invoice is in dispute, Member shall pay all undisputed amounts in accordance with the terms of this section. Acceptance by BlakeSt of any partial payment does not constitute a waiver of the disputed amounts. Any undisputed amounts not paid within 30 days of receipt of invoice shall accrue interest at a rate of one percent per month or the maximum lawful rate, whichever is less, with such amount accruing and determined as of the date such undisputed amount was originally due.

**AUTHORIZATION AND GUARANTY.** Each Member agrees he or she is responsible for paying all fees and charges associated with his or her account and any Guest of such Member. BlakeSt requires each Member to have a credit card on file to handle all amounts payable, including those past due. Member agrees to update payment information on an annual basis. In the event any charges remain unpaid on or after a Member's last day of membership, including any damage to BlakeSt or related property or failure to return the card/key fob, Member agrees that BlakeSt may apply such amounts to the payment method on file, which will remain active and available for such charges.

**EACH MEMBER HEREBY AUTHORIZES BLAKEST TO CHARGE ANY AND ALL APPLICABLE FEES, CHARGES OR OTHER COSTS TO THE APPLICABLE CREDIT OR DEBIT CARD OR ACH ON FILE. EACH MEMBER PERSONALLY GUARANTEES PAYMENT OF ALL FEES, CHARGES, PURCHASES AND OTHER COSTS AT, FROM ON IN CONNECTION WITH BLAKEST. MEMBER ALSO AGREES THAT IN THE EVENT ANY LEGAL ACTION IS BROUGHT IN CONNECTION WITH THIS GUARANTY OR ANY COLLECTION OR LEGAL FEES ARE INCURRED AS A RESULT OF THE BREACH THEREOF, WHETHER SUIT IS INSTITUTED OR NOT, THE PREVAILING PARTY SHALL BE ENTITLED TO LEGAL FEES AND EXPENSES. MEMBER AGREES AND ACKNOWLEDGES BLAKEST IS GRANTING MEMBERSHIP PRIVILEGES IN RELIANCE UPON THIS GUARANTY.**

### **RELEASE OF LIABILITY& INDEMNIFICATION, ASSUMPTION OF RISK AND LIMITATION OF LIABILITY**

**Release and Indemnification.** Member, on his or her own behalf and on behalf of any Guests or children under the age of twenty-one, agrees to release and hold harmless BlakeSt and its employees, instructors, volunteers, agents, and all others who are involved, from any and all liability, loss, damages, whether vehicular, financial or otherwise,

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including all costs and attorneys' fees, arising out of any injury, death, or lost, stolen or damaged property or any other incident that may occur upon or about the BlakeSt facilities or while participating in a BlakeSt sanctioned event. Member agrees this release and indemnification is complete, absolute and unconditional and that it applies to any type of liability or claim, whether caused by negligence, defective condition, dangerous condition, failure to warn, failure to supervise, willful conduct, reckless conduct or otherwise.

*Recreational Activities.* Member further completely and absolutely releases and agrees to indemnify and hold harmless BlakeSt from any loss or damage, financial or otherwise, including all costs and attorney's fees for any claim brought against any of them by any other Member or Guest arising out of any injury, death, damage or otherwise resulting from any act or thing done by Member or Member's Guest in connection with any recreational activities provided by BlakeSt, including without limitation swimming, exercise or other events.

*Motor Vehicles.* Member assumes all risk in connection with the operation of a motor vehicle on or about the facilities or while at an event and agrees to indemnify and hold harmless BlakeSt from any and all loss of damage, financial and otherwise, including all costs and attorneys' fees from any claim brought by the Releasing Parties or any member or guest arising out of any injury, death, damage or other incident resulting from any act or thing done by Member or Member's Guest in connection with the use or operation of said motor vehicle.

*Restricted or Illegal Substances.* Member understands and accepts that the consumption of alcohol, marijuana and/or any other drugs, legal or otherwise, may impair my ability to participate in any event and that such consumption is prohibited in conjunction with certain recreational activities. Member agrees that if Member or Member's Guest do consume alcoholic beverages, marijuana and/or any other drugs, legal or otherwise, Member fully assumes all risks associated therewith and agree to indemnify and hold harmless BlakeSt.

**Assumption of Risk.** Each Member understands and accepts that receiving permission from BlakeSt for the use of the facilities or any equipment or participation in events or programs does not contain any assurance from BlakeSt that any facility, equipment or activity is safe. Member further understands and accepts that BlakeSt does not assume any responsibility or liability for any injury or death caused by the condition of the facilities or a Member, Guest or child's participation in any event or program, or by the negligence of BlakeSt and/or any other person. Member further understands and accepts that he or she shall at all times be responsible for his or her own safety and the safety of their children. In granting this release, Member further acknowledges and accepts all of these dangers.

**LIMITATION OF LIABILITY. BLAKEST SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF A MEMBER OR GUEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. BLAKEST'S AGGREGATE LIABILITY TO A MEMBER FOR DAMAGES THAT ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT OR MEMBERSHIP SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY MEMBER UNDER THE APPLICABLE MEMBERSHIP CATEGORY UNDER THIS AGREEMENT.**

### **CONFIDENTIALITY, MEDIA AND INTELLECTUAL PROPERTY**

**Confidentiality and Processing of Personal Information.** BlakeSt shall use commercially reasonable efforts to prevent the unauthorized access to or disclosure of a Member's personal or confidential information. **MEMBER, ON ITS OWN BEHALF, HEREBY CONSENTS TO THE PROCESSING OF HIS OR HER PERSONAL INFORMATION ACCORDING TO BLAKEST'S PRIVACY NOTICE.**

**Media Release.** Member, on its own behalf and on behalf of any Guests, understands that a Member, Guest or child's participation, attendance or presence at BlakeSt facilities may be recorded and/or photographed and that the recording and/or photographs may be used by BlakeSt in promotional materials, advertising materials and/or instructional materials and for other like purposes. Each Member hereby consents and agrees that any such images and activities may be recorded and/or photographed while using BlakeSt facilities or engaging in BlakeSt events or programs and that such recordings and/or photographs may be utilized in promotional materials, advertising materials, instructional

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materials and for other like purposes without compensation or liability, it being understood and agreed that Member hereby grants the BlakeSt a complete, absolute and unconditional release and consent for the purposes herein stated.

**Intellectual Property.** Each Member and his or her Guests shall not use the names, logos, colors, trademarks, service marks, photographs, trade dress, or other Identifying Features of BlakeSt and its affiliates without obtaining the specific prior written approval of BlakeSt as to the specific use. Member expressly recognizes that the Identifying Features are the valid, unique and exclusive property of BlakeSt, its parent, affiliates and/or subsidiaries. Member and Guests may not produce, use or create, or authorize others to produce, use or create, the identifying features of BlakeSt for any purpose whatsoever, including, but not limited to, in any communications, marketing, advertising or other promotional materials that utilize the Identifying Features without BlakeSt's prior written consent.

### MISCELLANEOUS

**Applicable Law and Venue.** The Agreement shall be governed and construed in accordance with the laws of the State of Arkansas, without regard to conflict of law principles.

**Conflicting Provisions.** In the event of conflicting provisions between this Agreement and any other writing between the parties, the terms of the Agreement shall control and resolve the conflict except as otherwise provided herein.

**Severance, and Waiver.** If any one or more of the provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the same shall not affect any of the other portions thereof. Failure or delay by either party in exercising any right hereunder shall not operate as a waiver of such right.

**Assignment.** Member may not assign its rights or obligations hereunder without the prior written consent of BlakeSt.

**Amendment.** This Agreement sets out the terms of membership. BlakeSt reserves the right to make changes to these Terms and Conditions, membership levels and benefits and privacy terms from time to time. Membership is also subject to the "**BlakeSt Rules**" provided at commencement of a membership. BlakeSt may change its policies and rules at any time by displaying notification of the change and the latest version on [www.blakest.com](http://www.blakest.com). Any such changes will become effective as of the date of publication or communication by reasonable means or on such later date as may be specified by BlakeSt. A Member's continued use of BlakeSt facilities and amenities will indicate acceptance of such changes.

**Survival of Terms.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination of this Agreement, including all provisions with respect to payment of accrued amounts, intellectual property, limitation of liability and indemnification, shall survive any termination of this Agreement and continue in full force and effect.

**Entire Agreement.** The Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes any and all written or oral prior agreements and understandings between the parties. No terms or conditions will be effective as a modification of the terms and conditions of this Agreement, regardless of the other party's failure to object to such form.

**BLAKE STREET HOUSE, LLC**

**MEMEBER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_