



MEMBERSHIP AGREEMENT

1 CENTER ICE | CLEVELAND, OH | 44115 | 216.420.0000 | CLEVELANDMONSTERS.COM

Member Name: _____

Account No. _____

Authorized Rep (if Member is a company): _____

Membership Year 1: _____

Address: _____

Zip: _____

City: _____ State: _____

Phone: _____

Email: _____

MONSTERS HOCKEY CLUB MEMBER RECURRING PAYMENT AUTHORIZATION

Recurring Payment Authorization. I understand that by signing this Recurring Payment Authorization, which, collectively with the Ticket Services Terms and Conditions and Monsters Hockey Club Terms and Conditions attached hereto, shall constitute your Membership Agreement (this “Agreement”) I (a) authorize Cavaliers Hockey Holdings, LLC (the “Monsters”) to charge my credit/debit card (or withdraw from my bank account via Electronic Funds Transfer, if so selected by me) I input as my payment method via my online SeatGeek account or provide to my Cleveland Monsters ticket representative for my annual Membership (as defined below) dues for the ticket(s) associated with my Membership account, which collectively with any playoff tickets I purchase pursuant to this Agreement are referred to herein as the “Tickets”; and (b) agree to the terms and conditions of this Agreement. I understand that my initial and subsequent installment charges will be made to such authorized card/account in association with my chosen payment plan until such annual dues are paid in full. I will not dispute or otherwise seek a “chargeback” from the company whose credit card I used to purchase ticket. Should I do so, I understand that the Tickets may be canceled, and the Monsters may refuse to honor pending and future ticket purchases.

Membership Year/Renewal. I acknowledge and agree that my Monsters Hockey Club Membership (“Membership”) will automatically renew in January of each successive year, unless either I or the Monsters provide written notice of cancellation, for any reason or no reason, to the other prior to the start of the new Membership year, which begins January 1 and ends on December 31 (each, a “Membership Year”); provided, however, that, notwithstanding the foregoing, I further understand and agree that I may not cancel my Membership during Membership Year 1 (as identified above). I understand that the Monsters reserve the right to deny Membership renewal privileges for any reason in its sole discretion.

Cancellation. I understand that, upon the expiration of Membership Year 1, my Membership may be cancelled by me at any time throughout a Membership Year for any reason or no reason, provided I notify the Monsters in writing of my intent to so cancel by either (i) U.S. Mail postage prepaid or certified mail return receipt requested; (ii) UPS, FedEx, or other reputable delivery service; (iii) in-person at Rocket Arena, 1 Center Ice, Cleveland, OH 44115 (the “Arena”); or (iv) completion of an opt-out form at <https://clevelandmonsters.com/tickets/member-hq/cancellation>. Upon such cancellation, I will no longer be responsible for any future payments, but shall not be entitled to any refund for payments made prior to such cancellation. Remaining funds on my account may be applied toward the purchase of tickets to mutually agreed to event(s) at the Arena within the applicable Membership Year, subject to availability, and any remaining unused funds thereafter will be contributed to the Monsters Community Foundation (see <https://www.clevelandmonsters.com/community/community-foundation> for more information). Notwithstanding anything to the contrary contained in the foregoing, I understand that, upon any cancellation of my Membership, before I may apply any remaining funds on my account toward the purchase of tickets to mutually agreed to event(s) at the Arena within the applicable Membership Year, to the extent the amounts I have paid pursuant to this Agreement prior to such cancellation do not cover the value of the Tickets for Cleveland Monsters games that were played in the applicable season prior to such cancellation and/or do not cover the value of Tickets I re-sold via the secondary ticket online marketplace or otherwise transferred to a third party via SeatGeek for scheduled Cleveland Monsters games not yet played in the applicable season following such cancellation (such shortfall amount being referred to herein as the “Realized Tickets Value Shortfall Amount”), such remaining funds on my account will first be automatically applied toward covering the Realized Tickets Value Shortfall Amount and, to the extent such remaining funds on my account do not cover the Realized Tickets Value Shortfall Amount, then I am responsible for paying to the Monsters such additional amounts necessary to pay the Realized Tickets Value Shortfall Amount in-full within ten (10) days of my receipt of written notice from the Monsters advising me of what I owe pursuant to the foregoing. For the avoidance of doubt, to the extent applicable, I understand I am responsible for paying to the Monsters the full Realized Tickets Value Shortfall Amount.

Seat Unavailability. If for any reason the seat(s) corresponding to the Tickets that are part of my Membership become(s) unavailable for any Cleveland Monsters game, I acknowledge and agree that the Monsters may, at its sole option, either (i) provide me with substitute ticket(s) to such game(s) that correspond to seats that are in a location that is equal to or more favorable than the seating location of the Tickets (as reasonably determined by the Monsters); or (ii) provide me with the option to receive either (A) a credit option for the Tickets to such game(s) as communicated to me by the Monsters, or (B) a refund for the Tickets to such game(s).

Miscellaneous. For all Membership payments, this recurring payment authorization shall remain in effect for so long as my Membership remains in effect. I hereby warrant that I have the authority to charge the credit/debit card (or withdraw from the bank account) I input as my payment method via my online SeatGeek account or provide to my Cleveland Monsters ticket representative for the listed account to pay my annual Membership dues. I understand and agree that the Monsters are not liable in any way for erroneous billing statements or incorrect charges and that should such an error occur in billing, the Monsters’ only responsibility is to correct it when and if the Monsters receive written notice of the error. There will be no other refunds of any kind for such charges. I understand that the Monsters may, in its sole discretion, upon written notice to me, modify my payment plan; including prices for future seasons and/or terminate my participation as a Monsters Hockey Club Member. The Monsters may restrict entry to Cleveland Monsters games or Monsters Hockey Club Member events and/or revoke Membership privileges if scheduled installment payments are not timely paid and/or if any authorized charge is refused by my credit card company or banking institution for any reason. I realize that if any credit/debit card or bank account number(s) provided at the time of enrollment change, I will promptly notify the Monsters and this authorization will remain in effect for such new card/account number(s). Under all payment plans, all payments are due on the dates specified regardless of game cancellations or rescheduling. The Monsters may charge a processing fee in the event a charge is refused for any reason. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction or conflicts with any applicable federal or state law now in force or hereafter enacted, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and

effect so long as the remainder of this Agreement can be given its intended effect, and to such extent, the provisions of this Agreement are deemed severable.

RECURRING PAYMENT STATUS

- Monthly Plan (annually, 12 equal installments payable on the 28th of each month)**
- Annual Plan (annually, paid in full on or before January 28)**

SIGNATURE

Monsters Hockey Club	<i>If an individual, check here:</i> <input type="checkbox"/>	<i>If a company, check here:</i> <input type="checkbox"/>
Account Number: _____	Name: _____	Company (Legal Name): _____
		Name: _____ Title: _____
	By: _____	<i>Signature of individual or authorized representative of company</i>

TICKET SERVICES TERMS AND CONDITIONS

Initial

I understand that my rights under this Agreement are subject to, and I hereby agree to, (i) the Monsters Terms of Use at <https://www.rocketarena.com/terms-of-use> and Privacy Policy at <https://www.rocketarena.com/privacy-policy>; and (ii) the SeatGeek Terms of Use at <https://seatgeek.com/terms> and Privacy Policy at <https://seatgeek.com/privacy>; and (iii) the Rocket Arena Code of Conduct at <https://www.rocketarena.com/guest-experience/security-policies>, all of which are, by this reference, hereby incorporated into this Agreement and made a part of this Agreement. I understand that the Tickets will be delivered to me through my SeatGeek account. I understand that I may only resell the Tickets through the SeatGeek secondary ticket online marketplace. I understand that any use of the SeatGeek secondary ticket online marketplace to facilitate (or attempt to facilitate) the sale of any of the Tickets through another secondary ticket marketplace may result in any or all of the following: (i) cancellation of such transaction conducted through the SeatGeek Web site or mobile app; (ii) a sales fee assessed against me; calculated with respect to the full sales price of such Tickets sold or transferred; (iii) revocation of my rights to use the SeatGeek Web site or mobile app; and/or (iv) revocation of such sold or transferred Tickets by the Monsters.

MONSTERS HOCKEY CLUB TERMS AND CONDITIONS

Initial

Rights Reserved. The Monsters may, in its sole discretion, amend, update, and/or modify policies, prices, procedures, and other terms and conditions relative to your (as defined below) Membership, including this Agreement, upon notice to the individual or corporate entity name that appears on the Membership account of record ("you" or "your"), which may be made by, but is not limited to, email or posting at www.clevelandmonsters.com. **Account Ownership.** You may not assign any of your interest in this Agreement, including your Membership, without the prior written consent of the Monsters. The name associated with your Membership account may not be changed, except as follows: legal name change, change in marital status, or change in business name. All requests for Membership account information changes must be submitted to the Monsters in writing.

Initial

Your Membership is a Revocable License. Your Membership includes the Tickets, which, like all tickets sold for events at the Arena, are owned by the Monsters. Your Membership (and each included Ticket) is a revocable license issued by the Monsters to you. The Monsters may terminate your Membership at any time upon written notification to you for any reason and, other than in the event of your breach of this Agreement, in such event, the Monsters will refund any pro rata portion of your Membership dues as of the date of such termination. Any breach by you of this Agreement shall entitle the Monsters to all available legal remedies, including, but not limited to, revocation or cancellation of your Membership, with no further compensation or refund. Upon such cancellation or revocation by the Monsters, you shall forfeit all rights to purchase playoff tickets.

Initial

All Sales are Final. No Refunds or Exchanges. Payments must be made on or before the agreed upon payment plan dates. The Tickets shall be delivered to you by the October prior to the applicable American Hockey League ("AHL") season, but only upon the Monsters' receipt of full payment of your annual Membership dues, otherwise the Tickets will not be delivered to you until you have paid your Membership dues in full. If you are on an installment payment plan and you fail to make any such payments when due, the Monsters may, in its sole discretion, either (i) withhold the Tickets from you for upcoming events until full payment is made and your Membership account is in good standing; or (b) terminate your Membership, with any payments made by you prior to the termination date forfeited by you.

Initial

Playoffs. The cost of playoff Tickets is incremental to your annual Membership dues. Full season and Gold members automatically retain their seats for all home playoff games, premium club half season members automatically retain their seats for such games that are assigned to their half season membership grouping, and all members in good standing will be charged for playoff tickets prior to the start of each playoff round for the maximum number of potential home games in that round. Upon receipt of playoff ticket pricing information, which will be delivered by Monsters prior to the end of the AHL regular season, members may provide written notice of their election to decline playoff tickets by the stated deadline date, incur no charges, and no change to their membership status. Members who opt-out or otherwise do not re-enroll their membership prior to the playoffs do not receive any playoff benefits (i.e., they will not receive any priority to purchase playoff tickets and will not receive member pricing).

Initial

Restrictions. You may not transmit, distribute, or sell (or aid in transmitting, distributing, or selling), in any media now or hereafter existing, any description, account (whether text, data, or visual), picture, video, audio, or other form of exploitation or reproduction of any AHL game or surrounding activities (in whole or in part) for which the Tickets are issued to you. You represent and warrant that Your intent to purchase a Ticket is for Your personal amusement and not for any financial gain or commercial purpose. The Ticket may not be used by You for any form of commercial or trade purposes, including, but not limited to, for advertising, promotions, contests, sweepstakes, giveaways, gambling, gaming activities, or other non-personal uses (whether or not for profit) without the express written consent of the Monsters. If you (A) reside outside the State of Ohio, (B) refuse to provide the Monsters with your physical address, (C) transfer, sell, attempt to sell, or engage a third party to sell on your behalf a substantial

	portion of your Tickets (as determined by the Monsters in its sole discretion) without the written consent of the Monsters, then such conduct shall be deemed "suspected brokering activity." In the event of (a) suspected brokering activity or (b) use of tickets for commercial or trade purposes, then the Monsters may terminate your Membership and revoke all Tickets with no refund. In the event that you are unable to use and desire to re-sell a Ticket, you shall do so only in accordance with Ohio law and only by utilizing the Monsters' preferred designated re-sale ticketing provider, SeatGeek. You acknowledge and agree that your Ticket resale, trade and/or transfer activity may be monitored by the Monsters.
Initial	Assumption of Risk/Release of Liability. By using the Tickets, you and other users of the Tickets voluntarily assume all risk and danger of personal injury (including, without limitation, permanent disability and death), virus and disease contraction (including, without limitation, severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which is also known as COVID-19 (" <u>COVID-19</u> ")), property damage, and all hazards arising from, or related in any way to, the game to which such Tickets correspond (including, but not limited to, injuries caused by players, fans, sticks, pucks, or other objects) whether occurring prior to, during, or after such game, however caused and whether by negligence or otherwise. You and other users of the Tickets agree that none of the Monsters, AHL, or their respective parents, affiliates, subsidiaries, owners, directors, officers, employees, agents, successors or assigns are liable for damages, losses, or expenses for personal injury (including, without limitation, permanent disability and death), virus and disease contraction (including, without limitation, COVID-19), and property damage, arising from (in whole or in part) or in connection with the use of the Tickets, and you shall, and shall cause users of the Tickets to, release, waive, and forever discharge the Monsters, AHL, and their respective parents, affiliates, subsidiaries, owners, directors, officers, employees, agents, successors and assigns from and against all claims therefor.
Initial	Communications. I expressly authorize Rock Entertainment Group, LLC, Cavaliers Hockey Holdings, LLC, Cavaliers Operating Company, LLC, and their respective affiliates, partners, sponsors, and service providers to contact me, through any communication channel including by mail, email, telephone calls, text messages, direct messages, and other digital platforms. I understand, agree, and authorize that such contacts may use artificial intelligence, automated systems, robocalling, and other advanced technologies for marketing, advertising, sales, promotional offers, news updates, event information, and other commercial purposes. This consent is not required for any purchase or participation. Standard message and data rates may apply. You can opt-out of communications at any time by replying "STOP" or following the unsubscribe instructions provided.
Initial	Fan Behavior. If you behave in an unruly or disruptive manner, including, but not limited to, foul language, intoxication, destruction (or attempted destruction) of Arena property, or physical or verbal abuse of other fans, Arena employees, game officials, players, or coaches during, before, or after a game, you may be asked to leave and/or be ejected from the Arena. You are responsible for such behavior by anyone using the Tickets. In the event of such behavior, the Monsters may, in its sole discretion, terminate your Membership without refund or other compensation. Search Upon Arena Entry. You and your belongings may be searched upon entry into the Arena, and you consent to such searches and hereby waive any related claims that might arise against the Monsters or AHL. If you elect not to consent to these searches, you will be denied entry into the Arena. This policy applies to other users of the Tickets, who also hereby waive any related claims that might arise against the Monsters or AHL. Use of Image. You (and other users of the Tickets) hereby grant permission to the Monsters and AHL (and their respective designees and agents) to utilize your/their image, likeness, actions, and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, the game in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation.