



MEMBERSHIP AGREEMENT

This Membership Agreement (the Agreement) is effective May 26, 2022 by and between Little Harts Play Cafe, hereinafter referred to as Community, accessed via littlehartsplaycafe.com with a business address of 2011 Harts Street, Dyer, IN 46311 and all current and future members of LITTLE HARTS hereinafter referred to as "Member".

By accessing the LITTLEHARTSPRAYCAFE.COM facility or by selecting I Accept during the membership registration, you represent that you have read, understand and agree to be bound by the terms and conditions of this Membership Agreement hereinafter referred to as Agreement.

1. Nature of the Service

The Community is an indoor play space. The Community provides to its members benefits such as but not exclusive to:

- \$55/ month for first child
- Unlimited visits anytime that we're open for open-play within capacity limits (Little Harts reserves the right to close for private events.)
- Add additional siblings for \$35/month
- Cancel anytime
- Monthly free guest pass (x1)
- Price is locked in for 1 year
- Priority access for classes and events
- Access to exclusive member only events
- 10% off party packages that take place during active membership

2. User Registration and Information

Member shall fill in the correct information requested in the User Registration form on the site. Member shall be required to promptly update the User Information on the site. Member shall then come into our facility to activate their membership. It is the burden of the Member to activate the membership in a timely manner.

Membership **must** be used within immediate families **only**. Failure to adhere to this policy will result in revocation of your membership.

3. Recurring Payment

Once you choose a Subscription Plan, such Subscription Plan shall automatically renew each month.



3. Release

If the Member has a dispute with one or more other Members, the Member shall release the Community (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

4. Privacy

Community shall not sell or rent Members personal information to third parties without Members explicit consent. Community shall store and process Members information on computers located in the United States that are protected by physical as well as technological security devices. However, the Community shall be permitted to access and modify Members information.

5. Indemnity

Member shall indemnify and hold the Community (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Members breach of this Agreement, or Members violation of any law or the rights of a third party.

6. No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

7. Terminating Membership

Member can choose to cancel their membership at anytime. Any membership fee paid will not be pro-rated. If a membership is canceled mid-month, the Member will still be able to access and use their membership until the end of the billing period. The Member must request cancellation NO LESS THAN 5 business days before their monthly billing date, or they will still be charged.

Members can cancel their membership by emailing littlehartsplaycafe@gmail.com or calling 219-515-6072 during business hours, at least 15 days prior to their next bill.



8. Governing Law

This Agreement shall be construed under and governed in accordance with the laws of the Indiana law.

9. Arbitration.

Any dispute arising under this contract shall be resolved under the commercial arbitration rules of the American Arbitration Association.

10. Photo Release

By becoming a member of LITTLE HARTS, you, the undersigned member, hereby grant the Organization and its authorized representatives the irrevocable and unrestricted right to use, reproduce, publish, and distribute photographs, images, or likenesses of you (hereinafter referred to as "Images") for any lawful purpose, including but not limited to promotional materials, social media, website content, and any other media or format.

11. Compliance with Company Policies and Staff Instruction Clause

By obtaining and maintaining membership with LITTLE HARTS, the undersigned member acknowledges and agrees to adhere to all company policies, procedures, and staff instructions during the duration of their membership.

12. Limitation of Liability

Member shall not hold Community responsible for other user Members content, actions or inactions.

I hereby authorize that I have read, understand, and agree to these membership terms.

Full Name: _____

Address: _____

Email: _____

Phone: _____