

E SOCIAL CLUB

Membership Agreement

Version 6.30.26

This Membership Agreement (the “Agreement”) is between **E Social, LLC**, a Kansas limited liability company doing business as E Social Club (the “Club,” “we,” or “us”), and the person identified on the signature page (the “Member,” “you,” or “your”). The Club operates at premises owned by EAFS, LLC (the “Landlord”). “Club Parties” means E Social, LLC and its owners, managers, members, officers, employees, agents, and contractors, together with the Landlord.

E Social is a private membership club built for elevated hospitality, connection, conversation, and shared experience. It is not a public facility and not a coworking space. Membership is a privilege, not a right. By signing, you agree to this Agreement and to the Club’s house rules, alcohol policy, guest policy, booking rules, and other posted policies, as updated from time to time.

1. Membership and Household

Household membership. A membership is held by one Member together with one Partner Member (a spouse or domestic partner named on the signature page). Both are full members with their own access. A Partner Member is not a guest and may use the Club independently. Both are bound by this Agreement and all Club policies. The Member is financially responsible for the account, including Partner Member and guest charges.

Categories. Membership categories are Founding, Household, Next-Generation (for members under the age stated on the signature page), and Single. Your category and dues are stated on the signature page and the Rate Schedule.

Defined rates. Your “Join Rate” is the annual dues that apply to you when you join. The “Prevailing Rate” is the standard annual dues the Club charges new members in your category at a given time, which may change as described in Section 4.

2. Term and Renewal

Membership is annual. It begins on the later of the date both parties sign or the date the Club accepts payment and activates your access, and runs twelve months. Membership may renew each year with the Club’s approval and your payment of the dues then applicable under Section 4. Renewal is not guaranteed. The Club may decline renewal for any lawful reason, including conduct, fit, nonpayment, or policy violations.

3. Fees and Payment

1. **Annual dues.** You pay the annual dues stated as your Join Rate, subject to the schedule in Section 4.
2. **Initiation fee.** A one-time initiation fee is due at signing. The initiation fee is non-refundable.
3. **Payment options.** Pay annual dues in full in advance. Unless we agree otherwise in writing, dues and the initiation fee are due before access is activated.
4. **Refunds.** Annual dues are non-refundable once the term begins, except as required by law, as stated in Section 15, or as we agree in writing. There is no early-cancellation proration except as provided in this Agreement.
5. **Other charges.** The Club may charge for food and beverage, events, private dining, lockers, simulator and room reservations, guest access, damage, lost credentials, and special experiences.

4. Dues Schedule and Rate Escalation

Your dues follow a fixed, disclosed schedule. We will not charge you more than the scheduled amount during the lock-and-transition period below. This protects early members from surprise increases while letting dues reach the Prevailing Rate over time.

Membership Year	Annual Dues
Years 1–3	Join Rate (locked)
Years 4–5	Join Rate plus 50% of the gap between your Join Rate and the Prevailing Rate stated at signing
Year 6+	Prevailing Rate then in effect

Fixed amounts. Your dues for Years 1 through 5 are fixed dollar amounts stated on the Rate Schedule. From Year 6, you pay the Prevailing Rate then in effect.

Example. A Founding Member joining at a \$12,500 Join Rate, with a \$25,000 Prevailing Rate at signing, pays \$12,500 in Years 1–3, \$18,750 in Years 4–5, and the Prevailing Rate from Year 6.

The Prevailing Rate may rise. It is set by the Club and may increase over time as the Club's membership, programming, and locations grow. Increases apply to everyone then paying the Prevailing Rate, with reasonable advance notice. Founding and early members are recognized through the locked schedule above and the benefits in Addendum B, not through a permanent discount.

5. Food and Beverage Credit

Each membership includes a food and beverage credit equal to 10% of your annual dues, allocated in equal quarterly amounts toward eligible food and beverage at the Club. Credits expire at the end of each calendar quarter and do not roll over. They have no cash value and are non-transferable and non-refundable.

6. Nature of Membership

Membership is a revocable license to use designated member areas, subject to availability, capacity, events, maintenance, staffing, licensing, posted rules, and Club discretion. It is not an ownership interest, lease, partnership, franchise, investment, or employment relationship, and creates no interest in the Club, the Landlord, the building, or any property. You may not sell, assign, transfer, pledge, or share membership or access credentials without our written consent. Credentials are personal to the Member and Partner Member.

7. Access and Amenities

Membership includes 24/7 access to designated member areas, subject to this Agreement and Club policies. 24/7 access does not mean every amenity is available at all times; specific areas, services, alcohol service, staffed amenities, simulators, private rooms, the cigar lounge, events, and the patio may be limited by reservation, staffing, law, licensing, maintenance, safety, weather, private events, or Club discretion.

Amenities may include: golf and sport simulators; the speakeasy; the coffee experience; bars and restaurants; the outdoor patio; member lockers; the audio and screening room; the cigar lounge; shared mezzanine workspace; and other offerings from time to time. Amenities may be added, changed, relocated, or discontinued, or made subject to additional rules or fees. We will work to maintain a premium experience, but no specific amenity is guaranteed at all times. The Club may close all or part of the premises, without refund unless we decide otherwise in writing, for maintenance, emergencies, events, safety, weather, licensing, or operations.

8. Conduct, No Selling, and Safety

E Social works because the room is built on trust, discretion, generosity, and good judgment. You are responsible for your own conduct and that of your Partner Member and guests.

The short version: No jerks. No selling. No harassment. No drama. No entitlement. Treat staff, members, and guests as nothing less than exceptional.

The longer version. You and your guests will not: harass, threaten, intimidate, demean, or discriminate against anyone; engage in unwanted romantic, sexual, or hostile conduct; abuse staff, members, guests, vendors, or speakers; enter restricted or back-of-house areas; damage, misuse, or remove Club property;

bring weapons, illegal drugs, or unsafe items; become disruptive, aggressive, or visibly intoxicated; record, photograph, or post other members, guests, staff, or private events without consent; share private conversations or information learned at the Club; use the Club's name, brand, address, member list, or events for marketing, political activity, or fundraising without written approval; or act in a way the Club reasonably finds inconsistent with its culture, safety, or privacy.

No selling or solicitation. E Social is a relationship club, not a sales floor. Do not use the Club, its members, staff, events, or workspace for unsolicited sales, prospecting, recruiting, fundraising, lead generation, investment promotion, political campaigning, or multi-level marketing. This applies equally to every member and to any business affiliated with the Club or its owners; no affiliated business or its personnel may use the Club to solicit members, and the Club does not exist to channel members into any affiliated business. Organic conversation is welcome; pressure is not. If someone did not ask for the pitch, do not give the pitch. If someone says no, pauses, redirects, or starts discussing weather patterns in Des Moines, take the hint.

Safety. The Club has zero tolerance for harassment, threats, unwanted sexual conduct, discrimination, retaliation, or violence. Report serious concerns promptly to management. The Club may investigate, restrict access, remove people, suspend or terminate membership, preserve records, and notify law enforcement. No one may retaliate against a person who raises a good-faith concern.

The Club decides, reasonably and in good faith, whether conduct violates this Agreement or the spirit of the Club. If the answer is obvious, the answer is obvious.

9. Guests

Your Partner Member is not a guest. Other guests are welcome only under the Club's guest policy, which may set limits, registration, fees, waivers, and access rules. Guests must be known to and accompanied by the Member or Partner Member, may not use the Club independently or use member credentials, and may not remain after you leave unless we authorize it. You are responsible for your guests' conduct, charges, and any harm they cause. A great guest makes the room better. A bad guest becomes your problem before they become ours.

10. Workspace and Devices

The mezzanine workspace is a convenience for members, not a dedicated office, leased space, registered business or mailing address, storage facility, or securities, medical, legal, or other regulated professional office. Do not claim the Club as your business address or receive mail there without written approval, hold regulated client meetings where prohibited by law or your firm's rules, monopolize the space, or treat it as a permanent office. You are solely responsible for protecting your own confidential information, devices, and property.

Phones are part of life; they should not be the soundtrack of the Club. Take calls, video calls, and speakerphone only in designated areas. Quiet device use elsewhere is fine if it does not disturb others. Do not photograph or record other members, guests, staff, screens, documents, or private events without consent. When in doubt, ask. When very much in doubt, put the phone away and enjoy the room.

11. Privacy, Security, and Biometrics

Discretion. The Club is built for conversation, not screenshots. You may learn personal, family, business, or financial information about others; keep it private and do not publish, post, or exploit it. This does not prevent lawful reporting of illegal conduct, harassment, threats, or safety issues.

Security. The Club may use access control, cameras, alarms, entry logs, and security staff in common and exterior areas where law allows. We do not promise these prevent injury, theft, or loss. Report lost or compromised credentials immediately; you may be responsible for misuse. Do not prop doors, share or duplicate credentials, allow tailgating, or admit unauthorized people.

Member data. The Club will not sell member data and will not share it with any affiliated business for that business's marketing or solicitation, except with your consent or as required by law.

Biometrics (optional). The Club may offer facial recognition for credential-free entry and personalized hospitality. Enrollment is voluntary and requires your initialed consent on the signature page. If you enroll, the Club uses your biometric data only for access, security, and hospitality; will not sell, trade, or share it with any third party or affiliated business for marketing; stores it with reasonable safeguards; and destroys it under the Club's retention policy and applicable law. You, your Partner Member, and your guests may decline and use an alternative credential, with no effect on membership.

12. Facilities, Rules, and Assumption of Risk

Restricted areas. Employee-only, service, kitchen, bar service, office, security, and back-of-house areas are off limits unless staff authorize entry. The kitchen is strictly off limits. Enjoy the food; do not become the line cook.

Cigar lounge. Use is subject to law, ventilation, age, and posted rules. You acknowledge that cigar and secondhand smoke may be present and assume the related risks.

Simulators and recreation. Use simulators, audio and screening rooms, the patio, and equipment at your own risk and per posted and staff rules. You are responsible for damage from misuse, reckless use, or intoxicated use. No one is impressed by a driver swing after four cocktails; the screen is expensive, and so is your dignity.

Lockers. Lockers may be available for a fee at your own risk. The Club may inspect, relocate, or empty lockers as needed for law, safety, sanitation, nonpayment, or policy. Do not store illegal items, weapons, hazardous materials, perishables, valuables, or alcohol except as policy and law permit.

Food and allergies. Tell us about allergies or dietary needs before ordering; we cannot guarantee an allergen-free environment. You consume food, beverages, alcohol, and cigars at your own risk.

Assumption of risk. You understand that using the Club involves risks, including falls, stairs, weather, food and alcohol consumption, smoke, recreation and equipment, events, parking, after-hours access, and the acts of other members, guests, or third parties, and you voluntarily assume those risks for yourself, your Partner Member, and your guests.

13. Alcohol

Alcohol service is governed by the applicable law, and the Club's posted alcohol policy, which is being finalized and may change to meet licensing, insurance, or legal requirements. Until finalized: no one under 21 may be served or possess alcohol, and ID may be required; alcohol may be served, sold, or consumed only where law and policy permit, generally during staffed hours and in approved areas; self-service and bringing or removing alcohol are prohibited unless the license, law, and posted policy expressly allow; you may not serve alcohol to others unless authorized; and the Club may refuse service to anyone for any lawful reason. You are responsible for safe transportation. Intoxication is not an excuse for bad behavior; it is usually the explanation, and it will not help you.

14. Release, Limitation of Liability, and Indemnification

Release. To the fullest extent permitted by law, you release the Club Parties from all claims and damages arising out of or related to your membership; the use of the Club and its amenities, events, and parking by you, your Partner Member, or your guests; food, beverage, alcohol, or cigar consumption; injury, illness, death, property damage, theft, or economic or reputational loss; the conduct of other members, guests, or third parties; and service interruptions or closures. This does not apply to claims that cannot be released under law.

Limitation. To the fullest extent permitted by law, the Club Parties are not liable for indirect, incidental, special, consequential, punitive, lost-profit, or business-interruption damages.

Indemnification. You will defend, indemnify, and hold harmless the Club Parties from claims, damages, fines, and costs (including reasonable attorneys' fees) arising out of the acts, omissions, or policy violations of you, your Partner Member, or your guests; property damage or injury you or they cause; alcohol-related

conduct involving you or them; unauthorized access you or they permit; your or their business or commercial activity at the Club; or any claim by a person connected to you.

15. Suspension and Termination

The Club may suspend, restrict, or terminate membership immediately, with or without notice, for violation of this Agreement or policy, nonpayment, safety or licensing concerns, harassment or endangerment, misuse of the Club, illegal or disruptive conduct, prohibited solicitation, or conduct inconsistent with the Club's standards. If membership ends for cause, no fees are refunded except as required by law.

The Club may also terminate or decline to renew without cause on written notice. If the Club terminates without cause during a term, it may provide a prorated refund of unused annual dues, excluding the initiation fee and any amounts you owe.

16. General Terms

1. **Member information.** Provide accurate contact, billing, and emergency information and keep it current. You consent to Club communications by email, text, phone, portal, or posted notice.
2. **Charges.** You authorize the Club to charge you for all dues, fees, and amounts incurred by you, your Partner Member, or your guests, and to suspend access for unpaid balances. You are responsible for repair or replacement of property you or your guests damage.
3. **Compliance.** You and your guests must follow all applicable laws and licensing rules, and you are responsible for ensuring your use of the Club complies with any professional, employer, securities, medical-privacy, or ethics rules that apply to you.
4. **Dress and events.** Dress consistent with the setting and posted standards; the idea is simple, look like you meant to be here. The Club may host or restrict events and may set separate event fees, rules, or access limits.
5. **Changes.** The Club may adopt or modify house rules, policies, amenities, and fees. Material changes to this Agreement will be communicated by reasonable means, and continued use after notice means acceptance.
6. **No waiver.** Not enforcing a provision once does not waive it later. Grace in one situation is not a lifetime pass.
7. **Governing law and venue.** Kansas law governs, without regard to conflict-of-law rules. Any action will be brought in the state or federal courts in Johnson County, Kansas, unless law requires otherwise.
8. **Attorneys' fees.** If the Club must enforce this Agreement, collect amounts due, or respond to a claim for which you owe indemnification, you will pay its reasonable attorneys' fees and costs to the extent law allows.
9. **Severability.** If a provision is unenforceable, the rest remains in effect, and that provision is narrowed to the minimum needed to be enforceable.
10. **Entire agreement.** This Agreement, with the membership application, signature page, Rate Schedule, signed addenda, and posted policies, is the entire agreement and supersedes prior discussions and materials.

17. Acknowledgment

By signing, you acknowledge that you have read and understand this Agreement; that membership is an annual commitment; that the initiation fee is non-refundable and dues are non-refundable once the term begins except as stated here or required by law; that dues follow the Section 4 schedule and the Prevailing Rate may rise; that biometric enrollment is voluntary and applies only if initialed; that you are responsible for your Partner Member and guests; that you assume the risks of Club use; that you release and indemnify the Club Parties as stated; and that the Club may suspend or terminate membership for violations.

Signatures

Member Name: _____
Email: _____
Emergency Contact: _____
Billing Address: _____

Partner Member Name: _____
Phone: _____
Membership Start Date: _____

Membership Category and Dues

Membership Category	Founding
Payment Option	Annual in advance
Join Rate (Year 1 dues)	\$ 12,500
Initiation Fee	\$ 5,000
Prevailing Rate at signing	\$ 25,000
Total Due at Signing	\$ 17,500 plus tax and approved charges

Rate Schedule (six-year dues)

Years 1–5 are fixed at the amounts below. Year 6+ is billed at the Prevailing Rate then in effect (Section 4).

Year	Annual Dues
1–3	\$ 12,500 (Join Rate, locked)
4–5	\$ 18,750 (Join Rate + 50% of gap)
6+	Prevailing Rate then in effect

Biometric consent (optional). Initial to enroll in facial recognition under Section 11; voluntary, with an alternative credential if you decline. **Member** ____ **Partner** ____

Signatures:

Member
Signature: _____
Printed Name: _____
Date: _____

Partner Member
Signature: _____
Printed Name: _____
Date: _____

E Social, LLC **By:** _____ **Name / Title:** _____ **Date:** _____

Addendum A: House Rules Snapshot

A member-friendly summary. The Agreement controls if there is any conflict.

1. No jerks. Be gracious, sharp, warm, and self-aware.
2. No selling. Relationships are welcome; ambush pitches are not. This goes for affiliated businesses too.
3. No harassment. Zero tolerance.
4. Respect privacy. Do not post, tag, or record private moments without permission.
5. Use phones thoughtfully. Calls only in designated areas.
6. Your Partner Member is a full member. Your guests are your responsibility. Bring people who elevate the room.
7. Alcohol follows Club policy. Licensing rules win every argument.
8. Kitchen and back-of-house are off limits.
9. Shared workspace is shared. Do not colonize the mezzanine.
10. Take care of the place. If you break it, you may pay for it.
11. Treat staff exceptionally. Always.
12. When in doubt, ask.

Addendum B: Founding Member Benefits

Founding Members are recognized for joining before the Club opened. Recognition is built on status and access, not a permanent discount. In addition to the locked six-year dues schedule in Section 4, Founding Members receive a permanent Founding Member designation; priority access to marquee events and limited-capacity experiences; first access, on preferred terms, to membership and reciprocal access at future E Social locations; and priority booking for high-demand reservations. Founding benefits are personal, non-transferable, and continue while membership is in good standing.