

COACHELLA VALLEY FIREBIRDS
MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

Authorization

I understand that by signing the Coachella Valley Firebirds Membership Agreement cover sheet to which these terms and conditions are attached (collectively, the “Agreement”) I give authorization to SHP Development LLC (“SHPD”) to charge my credit/debit card (the “Authorized Card”) in order to purchase a Firebirds Membership (as defined below). I agree that SHPD may use the Authorized Card for all payments due hereunder in accordance with the payment plan selected in the “Package Total” field on the cover page to this Agreement (the “Annual Membership Fee”). I acknowledge the Annual Membership Fee is subject to change for each Membership Year (as defined below) after the 2023-24 Membership Year. Each twelve-month period from July 1st of any year to the immediately succeeding June 30th shall be a “Membership Year”; provided, however that the first Membership Year shall commence on the date I execute this Agreement and conclude on June 30, 2024.

Firebirds Membership

In consideration for my payment of the Annual Membership Fee, I shall receive certain benefits collectively known as a “Firebirds Membership”, which include tickets in the seat location(s) indicated on the cover page to this Agreement to all preseason and regular season home games of the Coachella Valley Firebirds hockey team (“Firebirds”), a member franchise of the American Hockey League, played at that certain arena located at 75702 Varner Road, Palm Desert, CA, and commonly known as Acrisure Arena (“Arena”).

Firebirds Playoffs

I acknowledge that tickets to Firebird playoff home games are not included in my Firebirds Membership, but my Firebirds Membership includes the right to purchase tickets to such games in accordance with the below. If toward the end of any Firebirds regular season, SHPD determines that Firebird playoff home games at the Arena may occur, SHPD will contact me with pricing information and related terms for such Firebirds playoff tickets and the opportunity to retain my seats for all home playoff games by timely providing payment and any other information that SHPD may require.

Membership Term and Renewal

For the 2023-24 Membership Year: (a) if I have selected an “Annual Plan” on the cover page to this Agreement, my Authorized Card will be charged in full for my Annual Membership Fee upon execution hereof, or (b) if I have selected a “Monthly Plan” on the cover page to this Agreement, my Annual Membership Fee will be charged to my Authorized Card in equal installments, with the first installment upon execution hereof and each subsequent installment on the 15th of each calendar month until December 15, 2023. On or before January 15, 2024, and each January 15th thereafter while my Firebird Membership is in effect, SHPD will contact me regarding the Annual Membership Fee and the renewal of my Firebird Membership for the upcoming Membership Year. **I acknowledge that my Firebird Membership will automatically renew for the ensuing Membership Year and my Authorized Card will**

be charged accordingly on February 15th of such year, unless either I or SHPD provide written notice of cancellation, for any reason or no reason, to the other prior to such date. Unless either party has cancelled in accordance with the foregoing, on February 15th of each such year, my Authorized Card will be charged in full for the Annual Membership Fee if I have selected an Annual Plan, or for the first of eleven (11) equal installments (to be charged on the 15th of each month from February – December of such year) if I have selected a Monthly Plan.

Firebirds Membership Cancellation

I understand that my Firebird Membership may be canceled by me at any time throughout the Membership Year for any reason, with such cancellation to take effect at the expiration (June 30th) of such Membership Year (the “Cancellation Effective Date”), by: (a) calling SHPD at 760.835.8778, (b) emailing SHPD at cvfinfo@cvfirebirds.com, (c) U.S. mail to: 75702 Varner Rd, Palm Desert, CA 92211 Attn: Firebird Membership, (d) in-person at Acrisure Arena, or (e) completion of opt out form provided by SHPD (electronically as applicable). I will remain responsible for any remaining payments due hereunder prior to the Cancellation Effective Date and shall not be entitled to any refund for installment payments made prior to notice of cancellation.

Additional Terms and Conditions

The payment authorization described herein shall remain in effect for all payments due for my Annual Membership Fees so long as my Firebird Membership remains in effect. I hereby warrant that I have the authority to authorize charges to the Authorized Card or other account included on the cover page to this Agreement, or updated by me from time to time, for the purpose of paying my Annual Membership Fees. I understand and agree that SHPD is not liable in any way for erroneous billing statements or incorrect charges and that should such an error occur in billing, SHPD’s only responsibility is to correct it when and if SHPD receives notice of the error. I acknowledge and agree that I will not be entitled to a refund of any kind for any such charges. I understand that SHPD reserves the right, upon written notification from me to modify my payment plan option for future Membership Years. SHPD reserves the right to withhold my access to Firebird Membership benefits or cancel my Firebird Membership if my scheduled Annual Membership Fee 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 agree that if any credit card/debit card number or account listed on this form changes, I will promptly notify SHPD and this authorization will remain in effect for the new account number(s), which thereafter shall be considered an Authorized Card. Under all Annual Membership Fee payment plans, all payments are due on the dates specified regardless of Firebird game cancellations or rescheduling – refunds or exchanges in such events will be handled under the Firebirds’ standard ticket policies/terms and conditions. My failure to

COACHELLA VALLEY FIREBIRDS
MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

continue scheduled payments of my Annual Membership Fee, including without limitation, in the event of canceled or rescheduled Firebirds games, may result in my Firebird Membership cancellation by SHPD. SHPD reserves the right to charge a processing fee in the event a credit/debit card charge authorized hereunder is refused for any reason. Termination of this Agreement will not affect my obligations under this Agreement for amounts due and owing to SHPD (including with respect to late fees and accrued interest on past due amounts as set forth herein), or otherwise limit the rights and remedies available to SHPD hereunder or at law or in equity.

Firebird Member Obligations

I am responsible for the following: (a) compliance with all applicable governmental laws, orders, rules and regulations, and all SHPD and Arena rules and regulations relating to the use of my seats and other Firebird Membership benefits (including procedures for admission, distribution of tickets, consumption of alcohol and other normal operations); (b) maintenance of proper decorum so as not to interfere with SHPD's business or the enjoyment of the events by, and the safety of, all other persons in the Arena; (c) ensuring that (i) no person under the age of eighteen (18) is permitted to use the seats unless accompanied and supervised by a parent or guardian and (ii) no person under the age of twenty-one (21) or the legally-permitted drinking age in effect from time to time, using the seats consumes alcoholic beverages in the Arena; (f) ensuring that no person using my tickets records, captures, encodes, streams, rebroadcasts, or transmits any event or any portion thereof; and (g) promptly reimbursing SHPD for all costs of repair of any damage to the seats caused by my guests or me.

Unavailability of Seats

Except to the extent caused by my guests or me, if my seats become temporarily unavailable for my use, then SHPD shall either (x) relocate me to alternative comparable substitute seats for the period of unavailability or (y) suspend access to my seats and refund or credit me a prorated portion of my Annual Membership Fee. Except to the extent caused by my guests or me, if my seats become permanently unavailable, then SHPD may, in addition to those rights set forth in (x) and (y) above, terminate this Agreement upon notice to me, whereupon I will be released from all obligations hereunder, less any deductions made pursuant to this Agreement, and refund the portion of the Annual Membership Fee already paid to SHPD that is allocable to the remaining portion of the applicable Membership Year as of the date of termination.

Subject to the preceding paragraph, if SHPD is prevented from performing any of its obligations hereunder for any cause beyond the control of SHPD, SHPD shall have no obligation or liability to me as a result thereof.

Dispute Resolution/Governing Law

This Agreement shall be governed by the laws of the State of California, and I agree that any dispute in connection with this Agreement, shall be subject to the exclusive jurisdiction of the

state courts, and the United States federal courts, that are located in Los Angeles County, California.

Assignment

I agree that I have no right to assign this Agreement without the prior written consent of SHPD, at its sole discretion.

Truth In Lending Compliance Notice

The following information is provided in connection with the Truth In Lending Act related to my Annual Membership Fee installment:

Creditor: The creditor is SHP Development LLC.

Annual Percentage Rate: SHPD will not charge a credit fee or other charge to pay for my Firebirds Membership.

The cost of my credit as a yearly rate is 0%.

Amount Financed: I will not be charged a credit fee or other charge to pay for my Firebirds Membership.

The amount of credit provided to me or on my behalf is \$0.00

Total of Payments: The amount I will have paid for my Firebirds Membership after I have made all payments on a timely basis is equal to the amount of the purchase price for my Firebirds Membership. Additional information regarding the cost of my Firebirds Membership is available on the Firebirds website (<https://cvfirebirds.com>).

Finance Charge: There is no credit or finance fee charged to me in connection with the purchase of my Firebirds Membership.

Total Sale Price: The total cost of the purchase of my Firebirds Membership will be equal to the amount of the purchase price for my Firebirds Membership.

Number of Payments: The total number of payments that I shall make is based on the installment plan I choose to pay for my Firebirds Membership.

Amount of Each Payment: The amount of each payment I shall make is based on: (i) the total sales price of the Firebirds Membership I purchase; and (ii) the installments I have chosen to pay for my Firebirds Membership. The number of installments is specified above in this Agreement.