



THE FACTORY

CANADA'S LARGEST INDOOR ADVENTURE PARK

MEMBERSHIP AGREEMENT

Membership Participant Information

Last Name: _____ First Name: _____ Middle Initial: _____
Date of Birth (D/M/Y): _____
Address: _____ City: _____ Province: _____
Postal Code: _____ Telephone: _____ E-mail: _____
Emergency Contact Name: _____ Telephone: _____

Payment Information

Credit Card

Mastercard Visa Name on Credit Card: _____
Credit Card Number: _____ Expiry: _____ Security Code: _____

Membership Selection (see page 2)

Please refer to the attached schedule – Membership Packages – for more information.

Membership Selection: _____ Fee: \$ _____ +HST/ month

Guest Initials

For Internal Use Only:

Notes:

Renewal/First Time Membership

Contacted



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Membership Selection (circle 1)

All Access Membership	1 Month	3 Month	12 Month
<ul style="list-style-type: none"> ➤ Unlimited access to all Hero Room attractions (the trampoline park, warrior course, and high ropes tower) during operation hours. ➤ 500 Arcade credits per visit. 	One time payment of \$124.99	3 Monthly payments of \$99.99	12 Monthly payments of \$79.99

Lil' Climbers Membership	1 Month	3 Month	12 Month
<ul style="list-style-type: none"> ➤ Unlimited access to the Lil' Climbers area during operation hours. 	One time payment of \$59.99	3 Monthly payments of \$49.99	12 Monthly payments of \$39.99

Acceptance and Agreement

By signing below, you are accepting all terms and conditions contained in the Agreement on the following pages. You also agree to being contacted about your membership, by phone or email. Please retain a copy of this agreement for your records.

DATED: _____, 20__.

Signatures:

The Factory Guest Services Representative

The Member (or parent/ guardian if a minor)

The Payor



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PLEASE READ THIS AGREEMENT CAREFULLY AND RETAIN COPY

- 1. Agreement.** This agreement (the “**Agreement**”) is between the proprietors and 10000198685 Ontario Inc. operating in partnership as The Factory (“**The Factory**”), the individual referenced in the Member Information and the additional members listed on the signing page of this Agreement, if applicable (collectively, the “**Member**”) and the credit card or account holder referenced in the Payment Information (the “**Payor**”).
- 2. Membership Term.** The term of this Agreement (“**Term**”) corresponds with the duration of the membership package referenced in the Membership Selection (“**Membership Package**”) and commences on the date of this Agreement.
- 3. Member Obligations.** In exchange for the membership rights granted herein, the member and the Payor agree to: (a) be responsible for payment of all amounts owing under this Agreement, when due, irrespective of the extent to which the Member makes use of the Membership Package; (b) comply with all terms and conditions of this Agreement; (c) observe and give effect to any rules and regulations with The Factory may post or make available from time to time; and (d) immediately notify The Factory after becoming aware of any changes to the information contained in the Member Information or Payment Information.
- 4. All Access.** During the term, the Member shall be entitled to access the facility during The Factory’s *regular public hours* and to participate in all standard activities provided by The Factory (The “**Factory Activities**”). For a greater certainty, The Factory activities do NOT include escape rooms, virtual reality games, arcade tournaments and/or other fee for entry special events/activities offered by The Factory that are not explicitly included in the Membership Package. The Factory’s regular public hours and The Factory activities are subject to change at the discretion of The Factory. It should be noted that The Factory reserves the right to have blackout dates due to buyouts or maintenance. In the event of a disruption to membership on said days, members will be notified via email.
- 5. Facility entry.** The Factory will issue each Member one membership card (the “**Membership Card**”), which the Member will use to enter the facility. If anyone other than the Member uses the Membership Card, The Factory shall be entitled to terminate the Member’s membership, effective immediately and without refund. In the event of the Membership Card is misplaced, stolen or damaged, The Factory will provide a member with a replacement card for \$15.00, plus applicable taxes.
- 6. Membership Fee.** The membership fee for the Membership Package is the total of the monthly fee indicated in the Membership Selection, plus applicable taxes, multiplied by the number of months comprising the Term (the “**Membership Fee**”). The membership fee shall be paid to The Factory in monthly installments with the first installment due upon signing this Agreement and the remaining installments due on the date that is one month following the prior installment date. If an installment date provided by this Agreement is not a business day, such installment shall be due on the next business day thereafter. If an installment date provided by this Agreement does not form part of a calendar month (e.g, 29th - 31st), such installment shall be due on the first business day of the following month.
- 7. Payment.** All amounts payable under this Agreement must be paid by MasterCard, Visa, or such other method of payment which The Factory may prescribe from time to time. All amounts payable under this agreement or non-refundable, subject to applicable taxes, and payable in Canadian funds. If any amount payable under this Agreement is not paid when due, including by reason of refused withdrawal or charge, an administrative fee of \$25.00 will be pay applied for each such a current of default in payment.
- 8. Payment Authorization.** The Payor confirms that he or she is at least 18 years of age and the Payor here by authorize The Factory to effect payment for monthly fees and any other amounts payable under this Agreement by charging



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the credit card listed in the Payment Information. This authorization shall survive the expiration or other termination of this agreement.

9. **Rules and Regulations.** The Factory may post to make available rules and regulations in the facility from time to time, all of which may be amended by The Factory in its sole discretion. The Member acknowledges that such rules and regulations are for the benefit, safety and protection of all members and require full compliance by the Member and his or her guests. The Factory reserves the right to terminate or suspend the Members membership, without refund, if the Member or his or her guests: (a) fail to comply with The Factory's rules or regulations; (b) cause a nuisance or disturbance within the facility; (c) commit any illegal acts; or (d) behave in a manner which presents a danger to the Member or others.
10. **Non-transferable.** The Agreement and the rights granted here by our personal to the Member and the Payor. The Member and Payor may not sell, assign, or transfer this Agreement and any attempt to sell, assign or transfer this Agreement without The Factory's written approval shall be void and may result in termination of the Member's membership.
11. **Breach or Default.** Unless otherwise provided in this Agreement, any breach or default of this Agreement by the Member or the Payor shall permit The Factory to terminate or suspend the Member's membership without refund.
12. **Cancellation.** If at any time the member and payor require the membership to be cancelled, the payor will be responsible to pay 50% of the remaining months owed, as per the initial agreement. No refunds or cancellations will be issued for one-month memberships. No refunds will be issued for recurring memberships paid in full.
13. **Privacy and security measures.** The Member Information and Payment Information may be stored for internal purposes and The Factory reserves the right to access, monitor and retrieve information for compliance with this agreement. The Factory will not disclose any Member Information or Payment Information, except as described in this agreement and The Factory privacy policy accessible at www.thefactorylondon.ca/privacy-policy. The Factory will continue to keep in place of security measures in the effort to protect all Member Information and Payment Information held by The Factory from unauthorized use, access, disclosure, distribution, loss, or alteration. The Factory employees physical, administrative, contractual, and technological safeguards to protect member information and payment information. Access to Member Information and Payment Information will be restricted to authorized personnel who require the information in order to perform their duties and carry out this Agreement.
14. **Governing law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
15. **Copy of Agreement.** The Member and the Payor certify they each has received a copy of this Agreement and has read and understood the provisions hereof.