

Sacramento Republic FC Legacy Membership Agreement

Legacy Membership Agreement

This Legacy Membership Agreement ("Agreement") is entered into by and between Sac Soccer USL, LLC d/b/a Sacramento Republic FC ("Club") and the individual or entity listed as the Account Holder ("Member").

Account Holder ("Member") Information:

Full Name: _____

Account Number: _____

Email: _____

Phone: _____

Address: _____

1. Purpose of Agreement

The purpose of this Agreement is to confirm the Member's commitment to a 3-year Legacy Membership with Sacramento Republic FC, which includes the following upgraded year-round member benefits.

2. Legacy Membership Benefits

As a Legacy Member, the Member will receive the following upgraded benefits:

- 3-Year Membership Price Lock
- Annual Town Hall Meeting with Front Office Executives
- Exclusive Event with Club Owner, Mr. Kevin Nagle
- Unlimited Ticket Exchanges
- Exclusive Legacy Membership Gift
- Plus, all other Full Season Member Benefits

3. Term

The effective date of this Agreement shall commence on [Commencement Date] and expire immediately following the completion of the final match of the 2027 USL Championship season.

4. Seating Location Details

Section: _____

Row: _____

Seats: _____

Number of Seat(s): _____

5. Total Annual Membership Fee (All Seats)

2025 Annual Membership Fee: \$_____

2026 Annual Membership Fee: \$_____

2027 Annual Membership Fee: \$_____

6. Payment Terms

The Member agrees to pay the annual membership fee via the preferred payment plan identified and selected herein Section 6 of this Legacy Membership Agreement.

I, _____, authorize the Club to automatically charge my provided payment card for the membership fee, in the specified amounts and on the designated dates outlined below:

☐ Pay in Full:

One (1) annual single membership payment of the total membership fee outlined in section 5.

These charges will occur on September 2nd, 2024, September 2nd, 2025, and September 2nd, 2026.

☐ Interest Free 10-Month Payment Plan:

The annual membership fee outlined in Section 5 above will be divided into ten (10) equal installment payments of \$_____,

The ten (10) monthly payment installments will be automatically charged starting September 2nd and ending June 2nd for each of the next three (3) USL Championship Season years according to the following schedule: September 2024-June 2025, September 2025-June 2026, and September 2026-June 2027.

7. Payment Authorization

The Member understands that by clicking "Agree" to these Legacy Membership Agreement Terms and Conditions, such Member expressly is authorizing Sacramento Republic FC to bill the Member for the applicable Legacy Membership Season Ticket purchase price and associated amounts in accordance with the payment terms that the Member selects. For all Legacy Membership Season Ticket payments, this payment authorization shall remain in effect for so long as the Season Ticket(s) remains in effect. All deposits and/or payments made are non-refundable.

The Member hereby represents and warrants that the Member has the authority to approve charges in accordance with the listed payment information for the purpose of paying the Legacy Membership Season Ticket purchase price and associated amounts. The Member understands and agrees that Sacramento Republic FC is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, Sacramento Republic FC's only responsibility is to correct it after it receives written notice of the error.

The Member understands that it is solely the Member's responsibility to ensure the Member's payment information is current and to notify Sacramento Republic FC in writing of any new or updated information, and that the Member's failure to do so within the specified time frame may result in a loss of Season Ticket privileges and potential revocation of the license evidenced by the Season Ticket(s). All payments for the Legacy Membership Season Ticket(s) are due on the dates specified regardless of match cancellations or rescheduling.

8. Declined Payment

If the Credit Card is declined for a payment for any reason, Sacramento Republic FC will rerun the Credit Card 24 hours later, and again 48 hours after the payment was initially declined. If at this point payment has not been made, Sacramento Republic FC will attempt to notify the Member by email and/or telephone to request that the payment information be updated. If the issue with the Credit Card is not remedied within 30 days of the date payment was initially declined, Sacramento Republic FC shall have the authority and absolute discretion to cancel the Member account, suspend Legacy Member Season Ticket benefits, revoke or cancel the license evidenced by the applicable Season Ticket(s), re-sell for the sole account of Sacramento Republic FC the

9. Default and Termination

(a) Account Holder Default: If the Member fails to pay any amounts when due, fails to perform any duty or obligation hereunder, otherwise breaches a material term of this Agreement, or if the Member violates any Stadium Rules or Laws, Club may, without limiting any of its rights under this Agreement, withhold distribution of Tickets and/or terminate this Agreement (and the corresponding Account(s)) immediately upon notice to the Member. Upon termination of this Agreement, the Member will forfeit all rights to the Tickets and Account Holder's obligation to pay the outstanding balance of any amounts due to Club by the Member, if any, will be immediately due and payable. Termination of this Agreement will not affect the Member's obligations under this Agreement for amounts due to Club or otherwise limit the rights and remedies available to Club. Club's acceptance of the partial payment of any amounts due by the Member will not constitute a forfeiture or waiver of its right to receive the full amounts owed or of any other right or remedy available to Club at law or in equity.

(b) Club Breach: If the Member terminates this Agreement due to a material breach by Club, Account Holder's sole remedy will be a refund of the amounts already paid to Club by the

Member, excluding any amount allocable to Tickets or other benefits already received and/or used by the Member, as determined by Club.

(c) For Convenience: The Club may terminate this Agreement at any time by providing written notice to the Member. If applicable, within a reasonable time after termination, Club will return a pro rata portion of the amounts paid hereunder for Tickets to Games occurring after the effective date of termination.

10. Cancellation Policy

For Members that wish to cancel this Agreement, a mandatory cancellation fee will apply. Members canceling between September 1, 2024, and August 31, 2026, will incur a cancellation fee of \$500. Members canceling after September 1, 2026, will be charged a cancellation fee of \$300.

11. Account Ownership

The Member may be either a natural person or a business entity. Each Member must provide a full legal name, email, phone number, and address (the "Account Member of Record"). If the Member is a business entity, a contact name must be provided for the Account Member of Record. A Member may also register a "Secondary Account Member" on the account, subject to the policies of Sacramento Republic FC. All Secondary Account Members and other users of the Season Tickets aside from the Member are "Season Ticket Users" subject to the terms and conditions of this agreement. Any rights or privileges associated with a Season Ticket belong only to the Account Member of Record as entered on Sacramento Republic FC's records.

12. Member Benefits

In addition to the Season Ticket(s), Sacramento Republic FC may provide certain benefits to Legacy Members in Sacramento Republic FC's sole and absolute discretion. These benefits may include a merchandise discount, parking access, and other benefits at the Stadium. Member Benefits will be communicated to Members, in writing, in advance of each Season. Sacramento Republic FC may revoke, modify, or differentiate Member benefits for any reason, and it may do so among all or any portion of Members.

13. Playoff Tickets

Due to the unpredictable nature of the post-season, each home playoff match incurs an additional cost beyond the Season Membership purchase price. Legacy Members will be automatically enrolled in our Pay As We Play (PAWP) program, securing their same seats for any home playoff matches. Members' credit cards will only be charged when a home playoff match is confirmed. If Members prefer not to participate in PAWP, there will be an opt-out period prior to the end of the USL Championship regular-season. Members who choose to opt-out will have their seats made available for purchase by the public.

14. Lamar Hunt U.S. Open Cup

Due to the random draw of the Lamar Hunt U.S. Open Cup Tournament, each U.S. Open Cup match incurs an additional cost beyond the season membership purchase price. Legacy Members will be automatically opted in for each U.S. Open Cup match played at Hearsh Health Park. If a Member's original seating location is unavailable for these specific matches due to stadium configuration requirements, they will be provided with a comparable seat at the Club's discretion. Members will also have a designated opt-out period to decline their seats, allowing them to be made available for public purchase. Members who remain opted in by the announced deadline date will have their credit cards charged for each home U.S. Open Cup match.

15. Membership Transfer Prohibited

Members are prohibited from transferring their Season Ticket to any person or entity, whether by a request to transfer the account into another name, or by an attempt to transfer the seat locations by sale, gift, transfer by will or trust, property settlement, transfer to creditors, or any other means. Any attempt to sell or otherwise transfer Season Ticket privileges to third parties will not be recognized by Sacramento Republic FC and may result in cancellation of the Season Ticket and all Member privileges. Any court order directing distribution of the Season Ticket(s) to a person not listed as the Member, whether in bankruptcy or otherwise, may result in Sacramento Republic FC immediately exercising its right to revoke the license represented by the Season Ticket(s), including any Season Ticket renewal privileges, upon refund by Sacramento Republic FC of all amounts paid for matches that have not yet been played. Sacramento Republic FC generally recognizes three exceptions to the above terms, as follows, and so long as an applicable permitted transfer is supported by documentation satisfactory to Sacramento Republic FC: (i) Season Tickets may be transferred to an adult member of the Member's immediate family upon the death of a Member who is a natural person; (ii) if the Member is a business entity, Season Tickets may be transferred upon the sale or dissolution of the entity, provided that Sacramento Republic FC reserves the right to approve or reject any such requests in its sole and absolute discretion; and (iii) Season Ticket(s) may be transferred to a Secondary Account Member previously named on the applicable Season Ticket Account.

16. Prohibition on Advertising and Promotion

Season Tickets and Legacy Member privileges may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the express written consent of Sacramento Republic FC, which consent may be granted or withheld by Sacramento Republic FC in its sole and absolute discretion.

The Member and each Season Ticket User is admitted to Sacramento Republic FC events on the condition that the Member agrees that the Season Ticket User will not record or transmit, for commercial purposes, or aid in recording or transmitting any description, account, picture or reproduction of the event to which the Member or Season Ticket User is admitted.

17. Promotional Use of Season Ticket Member Image

The Member, both for the Season Ticket Member and for any Season Ticket User, grants irrevocable, unconditional, perpetual, and royalty-free permission to Sacramento Republic FC and USL (and their respective affiliates, designees, representatives and agents) to utilize, worldwide, the Member or Season Ticket User's image, likeness, actions and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of or at the match in any medium or context for any purpose, including commercial or promotional purposes, without further authorization or compensation, and further authorizes the use of the Member or Season Ticket User's image or likeness in connection with the promotion of the Sacramento Republic FC, the USL and the sport of soccer.

18. Seat Relocation

The Club reserves the right, in its sole discretion, to relocate and/or revoke specific seat locations due to stadium or facility improvements and reconfigurations made by either the Club or by Cal Expo, County of Sacramento health and safety protocols, and other circumstances deemed necessary or required by the Club. In the event a Member is relocated for these reasons, the Club will make reasonable efforts to move the Member to a comparable seat(s) at the Club's sole discretion. If a comparable seat is not available, the Club will provide the Member with a complimentary seat upgrade until a comparable seat(s) can be provided.

19. Responsibilities of the Parties

Club Responsibilities: The Club agrees to provide the upgraded benefits listed in Section 2.

Member Responsibilities: The Member agrees to comply with all terms of this Agreement and make timely payments as outlined in Section 6.

20. Season Ticket Subject to Rules, Regulations, and Policies

Members agree to comply with applicable rules, regulations, and policies set by Sacramento Republic FC, the USL, and the owner of the Stadium, including without limitation, the Sacramento Republic FC Fan Code of Conduct (<https://www.sacrepublicfc.com/fan-codeconduct>), (collectively, "Sacramento Republic FC Policies"). Members further agree that they will comply with any modification or amendment of the foregoing rules, regulations and policies as may be adopted from time to time.

21. Fan Behavior

As referenced above, all Season Tickets remain the property of Sacramento Republic FC, each is a revocable license that may be withdrawn, and admission refused at any time, and Members are responsible for the actions of themselves and Season Ticket Users. Members or Season Ticket Users engaging in disorderly or objectionable conduct in violation of the Sacramento Republic FC policies may be ejected from any event without refund of the ticket price.

Sacramento Republic FC reserves the right to cancel or revoke the license evidenced by the Season Ticket in its entirety if the Member or any Season Ticket User engages in disorderly conduct or otherwise fails to follow Sacramento Republic FC Policies. In the event of such behavior, Sacramento Republic FC reserves the right, exercisable in its sole and absolute discretion, to cancel or revoke the license evidenced by the Season Ticket without a refund for amounts paid, and the Member expressly, unconditionally, and irrevocably waives its right to any such refund.

Without in any way limiting any of the foregoing, Sacramento Republic FC reserves the right to refuse admission to any person whose conduct is deemed disorderly or for the protection of patrons. All persons seeking entry into the Stadium specifically consent to and are subject to metal detector, bag searches and physical pat-down inspections prior to entry, as well as to any other security practices implemented by or on behalf of Sacramento Republic FC upon entry.

22. Lost or Stolen Tickets

Lost or stolen Season Tickets can be replaced only under conditions and procedures set forth by Sacramento Republic FC, and only to the Member.

23. Refund & Rainout Policy

No refunds, exchanges or cancellations are permitted. Refunds will not be granted due to a match date or time change.

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No refunds, exchanges or cancellations are permitted. Refunds will not be granted due to a match date or time change.

Sacramento Republic FC reserves the right to change the date and/or starting time of any event or match and no such change shall entitle the Member to a refund. In the event of cancellation of an event or match, Sacramento Republic FC shall not be required to issue a refund provided that the Member is given the right, within twelve months of the date of the original event, to attend a rescheduled performance of the same event or to exchange the individual match ticket for a comparable ticket to another similar event as designated by Sacramento Republic FC in its sole discretion.

If a match or event is not rescheduled within twelve months of the date of the original event, the individual match ticket must be exchanged by the Member for a ticket of the same price, if available, for any future regularly scheduled match of the current season. A rain check exchange may be made by contacting the Sacramento Republic FC Ticket Sales & Services Department, by calling 916-307-6100, or sending an email to goal@sacrepublikfc.com. If a match is rescheduled, NO REFUNDS or EXCHANGES will be issued. Unless otherwise specifically communicated in writing by Sacramento Republic FC, the original match ticket will be valid for the makeup match.

24. Release of Liability

THE MEMBER, BOTH FOR THE MEMBER AND FOR EACH SEASON TICKET USER, ACKNOWLEDGES THE RISKS INHERENT IN ATTENDING A LIVE SPORTING EVENT AND (i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at each event with respect to which a ticket has been issued, whether occurring prior to, during or after such event, including but not limited to the risk of lost, stolen or damaged property and the risk of personal injury or death, including all risk of injury or death resulting from the negligence or misconduct of other patrons, (ii) agrees to be bound by the terms printed on the back of each match ticket provided that if there is any necessary conflict between the terms on the match ticket and the terms of this Agreement, the terms of this Agreement will govern, and (iii) agrees that the USL, Sacramento Republic FC, the owner of the stadium, their respective affiliates, subsidiaries and related entities, and their respective employees, volunteers, players, officers, directors, partners, owners, sponsors, contractors and agents, and each of them, shall not be responsible or liable in any manner for any loss, damage or injury resulting from such causes and are expressly released from same.

25. Indemnification

The Member, both for the Member and for each season ticket user, agrees to indemnify and hold harmless, the USL, Sacramento Republic FC, the owner of the stadium, their respective affiliates, subsidiaries and related entities, and their respective employees, volunteers, players, officers, directors, partners, owners, sponsors, contractors and agents, and each of them, from any claims, causes of action, lawsuits, judgments, liabilities, losses, or damages arising from the Member or season ticket user's breach of any of the terms of this agreement, including, without limitation, any violation of Sacramento Republic FC policies.

26. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, riot, epidemic, pandemic, fire, flood, or other natural disasters, government actions, or any other event that constitutes a force majeure event.

27. Alternative Venue Provision

In the event that the designated venue for any proceedings, games, or events related to this agreement is changed with an alternative venue, it is hereby agreed that all terms and conditions set forth in this contract shall continue to apply without modification. The parties acknowledge and accept that the change of venue shall not affect the validity, enforceability, or interpretation of any provision of this agreement. Furthermore, any rights, obligations, liabilities, and remedies granted or imposed under this agreement shall remain in full force and effect. This alternative venue provision shall be binding upon the parties, their successors, and assigns.

28. Change of Venue

This Agreement is only valid at our current stadium venue, a multipurpose facility located on the site of the California State Fair & Exposition in Sacramento, currently known as "Heart Health Park." If a term sheet is completed by the Club with partners to construct a new stadium for future home matches, this Agreement will become immediately null and void. In the event of a stadium change, Legacy Members will have priority to select seats for a season-long membership at the Club's new home facility.

29. Agreement Modification

Sacramento Republic FC reserves the right to amend any of the terms and conditions contained in this Season Ticket Agreement in its sole discretion by transmitting such amendments (the "Amendments"), in writing, to the Member.

If Amendments are to take effect upon commencement of a subsequent Season, Members will be notified of any such Amendments prior to any renewal date for the applicable Season Ticket(s).

If Amendments are to take effect during the current Season and in the discretion of the Sacramento Republic FC are reasonably necessary to address safety, security or emergency situations, Members will be informed of any such Amendments upon the Amendments taking effect and will not entitle a Member to any refunds of any payments made prior to the Amendments if the Member subsequently chooses to cancel the Season Ticket as a result of the Amendments.

30. Confidentiality

Both parties agree to keep the terms of this Agreement confidential.

31. Governing Law; Venue

These Terms shall be governed by the internal laws of the State of California without regard to its conflict of laws provisions. The Member knowingly, voluntarily and irrevocably consents to and submits to the exclusive jurisdiction of the courts located in Sacramento County, California in any action or proceeding arising out of or relating to this Agreement and waives any objection it may now or hereafter have to venue or to convenience of forum.

32. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

This Agreement may not be amended or modified except in writing signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

The Member will be opted in to receive mobile alerts regarding information and updates pertaining to specific games, stadium rules, and any changes. Message and data rates may apply, according to the rate plan provided by the Member's wireless carrier. The Club will not be responsible for any text message charges that may apply. Members may opt out of receiving mobile alerts at any time by replying to an alert with the text message "STOP."

In the event that any issue or matter relating to the Season Ticket is not otherwise addressed in this Agreement, or if there is a question of interpretation of the Sacramento Republic FC Policies, or in the event of any dispute between Sacramento Republic FC and any Season Ticket Member or Season Ticket User, or between any Season Ticket Member and a third party, in regard to the Season Ticket(s), Sacramento Republic FC reserves the right to make all final decisions and determinations and take all actions necessary, in its sole and absolute discretion, to resolve the issue or matter.

KID ZONE WAIVER AND RELEASE OF LIABILITY

The following terms and conditions apply to the Sacramento Republic FC [Kid Zone]. You hereby acknowledge and agree that certain risks of injury (including, but not limited to, serious bodily injury or death) are inherent to participating in certain recreational activities (such as bounce houses, etc.) at the [Kid Zone] ("Kid Zone"). These types of injuries may be minor or serious and may result from your or your child(ren)'s own actions, or the actions or inaction of others, or a combination of both. You wish to release Sac Soccer USL, LLC, a Delaware limited liability company, dba Sacramento Republic FC ("Sacramento Republic FC") from any liability that may result from your or your child(ren)'s voluntary and willing participation in such activities at the Kid Zone.

Release of Liability; Waiver of Rights. By clicking [okay/agree], on behalf of yourself and/or your child(ren), you hereby release and forever discharge Sacramento Republic FC and its directors, officers, agents, employees, and volunteers for any liability in connection with your or your child(ren)'s participation in any recreational activities at the Kid Zone. You further agree that this Kid Zone Waiver and Release of Liability ("Release") shall extend to all claims that may exist, whether or not you know or suspect the existence of those claims, and you expressly waive your (and your child(ren)'s) rights under California Civil Code Section 1542, which provides as follows: "a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

By clicking [ok/ agree], you agree to the terms of this kid zone waiver and release of liability and you acknowledge that if you and/or your child(ren) participate at the kid zone you are fully aware of and assume the risks (including, but not limited to, the risk of serious bodily injury or death) related to your or your child(ren)'s participation in recreational activities at the kid zone. You are at least 18 years old; you are the parent or legal guardian of the minor child(ren); or you are legally authorized by the parent or legal guardian of the minor child(ren) to sign this release on behalf of the minor child(ren). You have carefully read this release and you fully understand its contents. You are aware that this is a release of liability and sign it of your own free will.

FAN EXPERIENCE PACKAGE WAIVER AND RELEASE OF LIABILITY

The following terms and conditions apply to the Sacramento Republic FC Fan Experience Package. You hereby acknowledge and agree that certain risks of injury (including, but not limited to, serious bodily injury or death) are inherent to participating in certain recreational activities (such as [taking a shot on the goal post-game, a high-five tunnel before the game, or holding the flag during the national anthem, etc.]) with the Fan Experience Package ("FEP"). These types of injuries may be minor or serious and may result from your or your child(ren)'s own actions, or the actions or inaction of others, or a combination of both. You wish to release Sac Soccer USL, LLC, a Delaware limited liability company, dba Sacramento Republic FC ("Sacramento Republic FC") from any liability that may result from your or your child(ren)'s voluntary and willing participation in such activities included in the FEP.

Release of Liability; Waiver of Rights. By clicking [okay/agree], on behalf of yourself and/or your child(ren), you hereby release and forever discharge Sacramento Republic FC and its directors, officers, agents, employees, and volunteers for any liability in connection with your or your child(ren)'s participation in any recreational activities included in the FEP. You further agree that this Fan Experience Package Waiver and Release of Liability ("Release") shall extend to all claims that may exist, whether or not you know or suspect the existence of those claims, and you expressly waive your (and your child(ren)'s) rights under California Civil Code Section 1542, which provides as follows: "a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

By clicking [ok/ agree], you agree to the terms of this fan experience package waiver and release of liability and you acknowledge that if you and/or your child(ren) participate in the fan experience package (FEP) you are fully aware of and assume the risks (including, but not limited to, the risk of serious bodily injury or death) related to your or your child(ren)'s participation in recreational activities included in the fan experience package (FEP). You are at least 18 years old; you are the parent or legal guardian of the minor child(ren); or you are legally authorized by the parent or legal guardian of the minor child(ren) to sign this release on behalf of the minor child(ren). You have carefully read this release and you fully understand its contents. You are aware that this is a release of liability and sign it of your own free will.

ACCEPTANCE OF TERMS AND CONDITIONS

Upon remitting any full or partial payment toward the purchase of your Season Ticket(s), or by accepting delivery of your Season Ticket(s) and Season Ticket Member benefits, you acknowledge responsibility for payment of the full Season Ticket purchase price, confirm that you have read and understand this Agreement, and accept and agree to the complete terms and conditions of Sacramento Republic FC's Policies, subject to any amendments made to the foregoing from time to time.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the other provisions shall not be affected. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, understandings, representations, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Sac Soccer USL, LLC d/b/a Sacramento Republic FC

By: _____
Name: _____
Title: _____
Date: _____

Account Holder ("Member")

By: _____
Name: _____
Date: _____