



MEMBERSHIP AGREEMENT

Name of Member:	(hereinafter referred to as the "PLAYERS LOUNGE Member")		
Address:			
City/State:		Zip Code:	
Phone:			
Email Address:			
Term of Agreement:	October 1, 2010 – September 30, 2011 as applicable ("Term").		

Players Lounge Member hereby agrees to conform to and be bound by the terms and conditions of this Membership Agreement (this "Agreement") set forth below:

TERM REQUESTED

- 1 year (October 1, 2010 – September 30, 2011) - \$2,450 per membership per year. Membership fees may escalate upon renewal.
- OR-**
- 2 years (October 1, 2010 – September 30, 2012) - \$2,450 per membership per year.

No. of Memberships: _____ x \$2,450 per membership per year = \$_____ per year

1. **Member Benefits: Membership Program.** As a PLAYERS LOUNGE Member of the sports and entertainment Center operated by AEG Management SD, LLC and located in San Diego, California and commonly referred to as the Valley View Casino Center (each referred to herein, as applicable, the "Center") in good standing, you will be entitled to the benefits, rights and privileges set forth on Exhibit A attached hereto (the "Services"), provided as part of PLAYERS LOUNGE membership program. You acknowledge and agree that the terms and conditions (including the Services) of the PLAYERS LOUNGE membership program is subject to change from time to time, and that the PLAYERS LOUNGE membership program (and this Agreement) may be terminated at any time without recourse, in Center 's sole and absolute discretion.
2. **Term.** PLAYERS LOUNGE Member shall have the option of selecting either a 1-year or 2-year membership term as set forth above. The term of this agreement shall commence on October 1, 2009 and shall continue through either September 30, 2010 or September 30, 2011, as applicable. PLAYERS LOUNGE Member shall receive the rights and benefits described herein to events whose on-sale dates take place during the term of this agreement.
3. **Annual Membership Fee.** As a PLAYERS LOUNGE Member, you agree to pay either a one-year term annual membership fee of \$2,450 per membership per year, or a two-year term membership fee of \$2,450 per membership per year. If the PLAYERS LOUNGE membership program (and this Agreement) is terminated during the Term of this Agreement, you will receive a pro-rated refund of your annual membership fee for the remaining Term, less a \$50 processing fee.
4. **Membership Expenses.** To pay for tickets and other expenses, you will have to provide a valid MasterCard, Visa or American Express credit card number for each individual purchase.
5. **Access to PLAYERS LOUNGE.** The Services included in your PLAYERS LOUNGE membership include, subject to the limitations set forth herein, the right to access the lounge in the Center, commonly referred to as PLAYERS LOUNGE. Members must have either a PLAYERS LOUNGE ACCESS event ticket or an event ticket and a PLAYERS LOUNGE ACCESS Pass to gain entry into PLAYERS LOUNGE. The Center retains the right to control access to any or all parts of PLAYERS LOUNGE. From time to time, PLAYERS LOUNGE may be closed to Members for private parties or special events for all or part of an event. The Center will endeavor to give Members as much advance notice as possible when these situations arise. Admittance into PLAYERS LOUNGE is based upon posted occupancy restrictions, and PLAYERS LOUNGE members and their guests are not guaranteed entry. Under no circumstances will access to PLAYERS LOUNGE be allowed without a valid event ticket.
6. **Event Tickets.** The reproduction and/or sale of event passes or tickets is prohibited. The Center reserves the right to revoke passes or tickets if it is determined such passes or tickets were sold to a third party without the prior consent of the Center . Your PLAYERS LOUNGE Membership may not be transferred to any other party without the written consent of the Center, which consent may be withheld by the Center in its sole and absolute discretion. All ticket sales are final.
7. **Assumption of Risk/Indemnity.** AEG Management SD, LLC, Anschutz Entertainment Group, Inc., The City of San Diego ("City") and any of their respective parents, affiliates, subsidiaries, officers, directors, members, partners, employees, agents and representatives, shall not be liable or responsible for any loss, damage, or injury to any person or to any property of PLAYERS LOUNGE Member or PLAYERS LOUNGE Member's guests in or upon the Center resulting from any cause whatsoever, including the sole or joint negligence of the Center , unless due to the gross negligence or intentional misconduct of the Center or its respective affiliates, officers, employees, partners, shareholders, contractors or agents. Additionally, PLAYERS LOUNGE MEMBER AND PLAYERS LOUNGE MEMBER'S GUESTS ASSUME ALL RISKS AND DANGER INCIDENTAL TO THE GAMES OF BASKETBALL, HOCKEY, CENTER FOOTBALL AND ALL OTHER SPORTING EVENTS AT THE CENTER , AND THE RISKS AND DANGERS PROXIMATELY CAUSED BY OTHER EVENTS AT THE CENTER , WHETHER OCCURRING PRIOR TO, DURING OR SUBSEQUENT TO, THE ACTUAL PLAYING OF THE GAME OR OTHER EVENT, SUCH AS (BUT NOT LIMITED TO) THE DANGER OF BEING INJURED BY PLAYERS, OTHER FANS, PUCKS, STICKS, BALLS OR OTHER PROJECTILES, AND AGREE THAT THE CENTER , THE AFL, THE AHL, THE NBA, THE

NBADL, THE NHL, THE WNBA, THE HOST TEAMS, THE OPPOSING TEAMS, PARTICIPANTS IN AND PROMOTERS OF OTHER EVENTS, ANY LENDER TO THE CENTER , AND THEIR RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS, SHAREHOLDERS, MEMBERS, CONTRACTORS, AND PLAYERS AND AGENTS (THE "RELEASED PARTIES") ARE NOT LIABLE FOR INJURIES FROM SUCH CAUSES. PLAYERS LOUNGE Member shall indemnify, defend and hold the Released Parties harmless from and against any and all liability, losses, claims, demands, costs and expenses to which the Released Parties or any one or more of them may become subject by reason of the negligence or willful misconduct of PLAYERS LOUNGE Member or PLAYERS LOUNGE Member's guests in the performance and observation of their covenants, duties and obligations hereunder, including violations of any rules and regulations hereunder or of the Center .

8. Rules and Regulations. PLAYERS LOUNGE Member and his, her or its guests agree, during its use of the Center, to comply with all present and future laws, ordinances, orders, rules and regulations of all duly constituted governmental authorities, as well as all rules and regulations governing the use of the Center generally and PLAYERS LOUNGE in particular, as they may be in effect from time to time. Without limiting the generality of the foregoing, such laws, ordinances, rules and regulations may, among other things, establish the following: (i) standards of behavior for Center patrons and/or users of PLAYERS LOUNGE, and (ii) limitations on access to and use of common areas in the Center and/or PLAYERS LOUNGE. PLAYERS LOUNGE Member and his, her or its guests further agree to comply with the terms and conditions upon which event tickets and PLAYERS LOUNGE ACCESS Passes are issued.
9. Default/Cancellation. Breach of any rules or regulations of PLAYERS LOUNGE or the Center, or any term of this Agreement by the PLAYERS LOUNGE Member and/or his/her/its guests shall constitute a default of this Agreement. Upon such an occurrence, the Center reserves the right to cancel or revoke a membership, without recourse. The Center retains the right, under such circumstances, to terminate its obligation under this Agreement and shall have any and all remedies available under law, including without limitation, the right to eject the PLAYERS LOUNGE Member and/or their guests.
10. Entire Agreement. This agreement is governed by the laws of the State of California without giving effect to principles of conflicts of law thereof, and may not be modified without the written permission of the Center.

AEG MANAGEMENT SD, LLC

[PLAYERS LOUNGE MEMBER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
PLAYERS LOUNGE MEMBERSHIP PROGRAM SERVICES

1. **BENEFITS:** Your PLAYERS LOUNGE membership includes the following benefits, subject to availability and/or the schedule of events at the Center:

- [1] early notification of publicly-ticketed events with the opportunity to purchase up to four (4) tickets,
- [2] one (1) reserved parking pass per publicly-ticketed event with your ticket purchase,
- [3] access to PLAYERS LOUNGE with a valid event ticket,
- [4] entry into the venue through an exclusive entrance,
- [5] invitations to members-only events, and
- [6] a 10% discount on PLAYERS LOUNGE rental for a private event.

2. **AVAILABLE EVENTS:** PLAYERS LOUNGE membership program includes all publicly-ticketed events at the Center, subject to event promoter or artist restrictions. Notwithstanding the foregoing, PLAYERS LOUNGE membership benefits may not be honored for private events or special events.

3. **SEAT LOCATIONS:** PLAYERS LOUNGE members' seats will be located within sections 24, 1 and 2 of the Lower Loge and Loge of the Center; however, PLAYERS LOUNGE members are not guaranteed specific seat locations and may be relocated to other sections of the Center due to event promoter or artist restrictions, as well as production design.

4. **TICKET PURCHASES:** PLAYERS LOUNGE members will be notified by the Center, via e-mail of upcoming publicly-ticketed events for which they are eligible to purchase tickets and the number of tickets available for purchase. Once notified, PLAYERS LOUNGE members will have a specified deadline ("Close Date") for purchasing tickets. Ticket purchases cannot be made or cancelled after the Close Date. The Center will charge the PLAYERS LOUNGE Member's credit card for fulfilled ticket purchases on or about the Close Date.

5. **SERVICE CHARGES:** There will be a \$15 per ticket fee for each ticket purchased.

6. **TICKET DELIVERY:** PLAYERS LOUNGE Member will receive his/hers/its tickets via one of the two options selected below, unless and until the Center has been otherwise notified by PLAYERS LOUNGE Member in writing:

Select ONLY One (1) Ticket Delivery Option:

- mailed via overnight carrier to the address set forth above
- will call pick-up at the Center box office. All pick-ups will require proper ID and can only be picked up by the PLAYERS LOUNGE Member or designated administrator

7. **DESIGNATED ADMINISTRATOR:** If the PLAYERS LOUNGE Member is an entity, the individual set forth below shall be the designated administrator. The designated administrator shall be responsible for managing the administration of the entity's PLAYERS LOUNGE Membership. This person is authorized to receive all correspondence, deal with all day-to-day business matters, order and distribute tickets, pick up event tickets, and make any corrections, additions, or deletions to the PLAYERS LOUNGE Membership account. Event notifications will only be sent to this designated administrator.

Name of Contact:			
Address:			
City/State:		Zip Code:	
Phone:		Fax:	
Email Address:			



CONTRACT FORM

Referred By: _____

Date: _____

Member Name: _____

Phone: _____

Contract Information

<u>Member #</u>	<u>Term</u>	<u>Price</u>	<u># of Memberships</u>	<u>Total</u>
	10/1/10 - 9/30/11	\$ 2,450.00		\$ -

Payment Method

Name on Card _____

Credit Card# _____

Expiration Date _____

Company Name: _____

Recipient Name: _____

Address: _____

Address 2: _____

City/State/Zip: _____

Phone Number (include area code) _____

email: _____

Box Office Use Only

Date Received: _____

Member #:

Total Charge: _____

Completed: _____