



# MEMBERSHIP AGREEMENT FORM

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## Toronto FC Season Ticket Membership

Toronto FC is proud to offer TFC members (each a “Member”) the following Season Ticket Membership benefits for each annual soccer season from January 1 to December 31 (each a “Season”). By clicking “Agree” you are enrolling in the TFC Season Ticket Membership (“Membership”) and are agreeing to the following terms and conditions:

### MEMBERSHIP TERMS

Membership includes the following:

Description	Charges
<p><b>Scheduled Home Toronto FC Matches (Regular Season Major League Soccer (“MLS”) and Canadian Championship (“CC”)).</b></p> <ul style="list-style-type: none"> <li>Membership includes Tickets, and any associated club access, for all Toronto FC home matches for regular season MLS and for all home matches for the CC.</li> </ul>	<p>Included in Membership base cost.</p>
<p><b>Additional Toronto FC Matches (MLS home playoff and home CONCACAF Champions League (“CCL”) matches).</b></p> <ul style="list-style-type: none"> <li>Membership automatically includes priority access to all home MLS playoff and CCL matches (the “<b>Additional Matches</b>”), subject to the exceptions set out in the Payment Terms. Members will be offered a presale opportunity to purchase seats for any Additional Matches. When possible, Members will also be given the opportunity to purchase additional tickets to the Additional Matches prior to public on-sale.</li> </ul>	<p>Additional to Membership base cost. Additional charges will vary dependant on the number and type of Additional Matches.</p>
<p><b>Toronto FCII Season Tickets Option.</b></p> <ul style="list-style-type: none"> <li>Members will also have the option to purchase season tickets for all Toronto FCII home matches at a Members exclusive rate.</li> </ul>	<p>Additional to Membership base cost.</p>
<p><b>Loyalty Rewards and Experiences Program.</b></p> <ul style="list-style-type: none"> <li>The Loyalty Rewards and Experiences Program gives Members access to exclusive prizing, rewards, and Member exclusive events.</li> </ul>	<p>Included in Membership base cost.</p>

Description	Charges
<p><b>Additional Features and Benefits.</b></p> <ul style="list-style-type: none"> <li>• Members also enjoy the following benefits: <ul style="list-style-type: none"> <li>a. 15% off all Real Sports Apparel merchandise</li> <li>b. 15% off lunch at Real Sports Bar &amp; Grill</li> <li>c. Access to other BMO Field events when possible</li> <li>d. Priority access to upgrade your seat location and additional season seats, if available</li> </ul> </li> </ul>	<p>Included in Membership base cost.</p>

**AUTOMATIC RENEWAL AND PAYMENT TERMS**

By selecting a Season Ticket Membership, you are joining a membership that will renew annually and is subject to the following payment terms:

1. **Payment Plan Options.** Subject to Section 4 below, Members will have the option of three payment plans:
  - a. *Annual Plan:* This plan allows Members to pay 100% of the cost of their Membership each September 15<sup>th</sup> (or next business day) for the following Season. This payment may be made using Visa, Mastercard, or American Express (each a “**Credit Card**”), or cheque.
  - b. *Semi-Annual Plan:* This plan allows Members to pay 50% of the cost of their Membership for the following Season on October 15<sup>th</sup>, or when membership is first renewed, and to pay the remaining balance on January 15<sup>th</sup> of the next calendar year. These payments may be made using a Credit Card or cheque.
  - c. *Monthly Payment:* This plan allows Members to pay for the cost of their Membership for the following Season by making 9 equal payments commencing on October 15<sup>th</sup>, or when membership is first renewed, with the following payments being due on the 15<sup>th</sup> day (or next business day) of each of the eight (8) subsequent months. These monthly payments may be made by Credit Card only. If the Member Credit Card on file is declined for a given payment for any reason, Toronto FC will re-run 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, the barcodes for the Member’s tickets and all other Membership benefits shall be suspended until payment in full is made. Toronto FC will attempt to notify the Member by email and/or telephone to request that the payment information be updated. Toronto FC may resell tickets for future matches otherwise reserved for the Member at any time while the Membership is suspended. If three consecutive payments are missed, the Member’s tickets will be removed from their account and their Membership will be automatically terminated.
  
2. **Automatic Ticket Renewal.** With the purchase of a Membership for the upcoming Toronto FC Season, Members have entered into an automatic renewal membership program (the “**Renewal Program**”). Through the Renewal Program, Members will have their Membership automatically renewed for the upcoming Season each September 15, until such time as the Member chooses to opt-out of or cancel their Membership.

**Opt-Out.** Members may opt-out of their Membership for the upcoming Season anytime before September 15 by completing the web-form found on [torontofc.ca](http://torontofc.ca). Any Member that exercises their option to opt-out of their Membership, will retain Membership status for the remainder of the then current Season and any outstanding or future Membership payments relating to the then current Season remain the responsibility of the Member.

**Cancel.** Members may cancel their Membership at any time during a Season for any reason with 30 days’ notice by completing the web-form found on [torontofc.ca](http://torontofc.ca). Members who cancel their Membership will not receive any refunds for any installment payments made prior to the effective

date of cancellation (being 30 days from the date of correct completion and submission of the web-form) and will have all membership benefits suspended as of the effective date of cancellation.

Any changes to the price of the Membership, or any material changes to the Membership benefits (as determined by Toronto FC), will be communicated to Members at least 30 days prior to the automatic renewal date of September 15 each year. If Members wish to select a different payment plan at the start of each subsequent Season, they may do so by informing Toronto FC Service Team prior to September 15 for the following Season provided that no change in a payment plan will be effective until it is confirmed in writing by Toronto FC.

**Individuals or entities who select a Membership, expressly authorize the initial and continued payment in accordance with their selected payment plan for the current Season and for each subsequent Season, until such time as they either choose to change their then current payment plan or opt-out of their Membership as provided herein.**

3. **Pro-Rated Membership Dues.** Memberships purchased on a date after the first regular Season home match has been played in the then current Season may be eligible for reduced Membership dues for such Season. Please contact Toronto FC for further details regarding pro-rated Membership dues.
4. **Purchasing Membership after September 15.** Individuals or entities that purchase a Membership for an upcoming Season after September 15 of a current Season or that purchase their Membership for a current Season while it is ongoing (“**Late Purchasers**”) will not have access to the payment plans set out in Section 1 for the first Season of their Membership. Instead, Late Purchasers will have access to the following three payment plans:
  - a. *Lump Sum.* This plan allows Late Purchasers to pay 100% of the cost of their Membership at the time of purchase. This payment may be made using a Credit Card, or by or cheque.
  - b. *Two Installments.* This plan allows Late Purchasers to pay, if purchasing their Membership for a Season prior to January 15 of that Season, for their Membership in two equal installments. The first installment will be due at the time of Membership purchase and the second will be due on January 15 of the current Season. These payments may be made using a Credit Card, or cheque.
  - c. *Monthly Installments.* This plan allows Late Purchasers to pay, if paid using a Credit Card only, for their Membership in equal monthly installments between the date of purchase and June 15 of the current Season. Monthly installments are due on the 15<sup>th</sup> day of each month to June 15 of the current Season. Late Purchasers will pay a lump sum to catch up to the current payment plan period before continuing with equal monthly installments.

Late Purchasers may select a different payment plan for subsequent Seasons subject to the conditions set out in the above Section 2.

# **TORONTO FC SEASON TICKET MEMBERSHIP TERMS AND CONDITIONS**

The following terms and conditions (the “**Agreement**”) apply to all Toronto FC Season Ticket Membership Accounts (each a “**Membership**”). The breach of any of the terms and conditions contained herein will automatically terminate the grant of license and benefits evidenced by the Membership.

In this Agreement, “**Toronto FC**” means the professional Major League Soccer team and United Soccer League team operated by MAPLE LEAF SPORTS & ENTERTAINMENT PARTNERSHIP and “**Member**” means an individual or entity in possession of a Membership.

## **1. REVOCABLE LICENSE**

Every ticket issued pursuant to a Membership is a revocable license which may be withdrawn and admission refused to any Toronto FC event in respect of which a ticket has been issued at any time, in Toronto FC’s sole discretion, upon refunding the purchase price allocated to the event in question. Such revocations may happen on a case-by-case basis or, at Toronto FC’s sole discretion, as it relates to the entire Membership.

## **2. PAYMENT AUTHORIZATION**

The Member understands that by clicking “Agree” to this form, Toronto FC are given authorization to bill the Member for Membership dues in accordance with the payment plan that the Member selects. For all Membership payments, this payment authorization shall remain in effect for so long as the Membership remains active. 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 Member’s Membership dues. The Member understands and agrees that Toronto FC are not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, Toronto FC’s only responsibility is to correct it if and when Toronto FC receive notice of the error. All deposits and/or payments made are non-refundable. The Member understands that it is solely the Member’s responsibility to ensure the Member’s payment information is current and to notify Toronto FC of any deficiencies such that they may be remedied, and that the Member’s failure to do so within the specified time frame will result in a suspension or loss of Membership privileges and may result in a revocation of Membership. Toronto FC reserve the right to charge a processing fee of CAD\$50.00 in the event a payment is refused for any reason. Under all Memberships, all payments are due on the dates specified regardless of match cancellations or rescheduling – refunds will be addressed in accordance with the applicable policy in effect at that time for the applicable match.

## **3. MEMBERSHIP RIGHTS / PRIVILEGES RESTRICTED**

Toronto FC’s acceptance of payment for a Membership from any individual or entity who is not the account holder for such Membership does not grant any rights to such Membership to such individual or entity. Any rights or privileges associated with a Membership belong only to the account holder of record as entered on Toronto FC’s records. Toronto FC reserve the right to require that any transaction pertaining to a Membership held in a corporate name be supported by appropriate corporate resolutions or other documents.

#### **4. TICKET RESALE RESTRICTED**

Resale or attempted resale of any Membership or any Toronto FC match ticket at a price higher than that printed thereon or paid, including tax, unless (i) allowed by applicable law, (ii) on Toronto FC's official secondary ticket platform partner, or (iii) expressly authorized in writing by the Toronto FC, is prohibited, and Toronto FC may, in their discretion and in addition to any other remedy, seize match tickets and cancel the Membership without refund or other compensation. Except as prohibited herein, Members may transfer their match tickets to any person, provided that the Member shall be responsible for ensuring that any person using a transferred ticket (regardless of whether that person is the initial transferee or a subsequent transferee, each a "**Ticket User**") complies with all applicable terms of this Agreement and the Member will be responsible for all acts and omissions of each Ticket User as if such act or omission was that of the Member.

#### **5. PROHIBITION ON MEMBER BROADCASTING / PROMOTION**

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

Toronto FC tickets or Membership privileges may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without Toronto FC's express written consent.

#### **6. TRANSFER OR SALE OF MEMBERSHIP PRIVILEGES**

Members have no right to transfer their Membership to any person or entity, whether by a request to transfer the Membership into another name, or by an attempt to transfer the Membership by sale, gift, will or trust, property settlement, or to creditors, or by any other means. Any attempt by a Member to sell or otherwise transfer their Membership may result in the cancellation of the Membership. Notwithstanding the foregoing, Toronto FC:

- hereby expressly allow Members to transfer or sell their match tickets to any Ticket User provided that any such Member complies with the above Sections 4 and 5; and
- may allow an individual member to request transfer of all Membership privileges to a member of that Member's immediate family at no cost (please see Family Transfer Form for more information). A request to transfer Membership privileges to member outside of the Member's immediate family can be made via a TFC Membership Transfer Form and payment of the \$100 service fee. Please see the TFC Membership Transfer Form for more information. Toronto FC reserves the right to approve or reject any such requests for any reason.

#### **7. PROMOTIONAL USE OF MEMBER IMAGE**

The Member, both for the Member and for any Ticket User, grants permission to Toronto FC, the participating Major League Soccer ("**MLS**") clubs, MLS and Soccer United Marketing ("**SUM**") and their agents, to utilize the Member or Ticket User's image or likeness incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the event to which the Member or Ticket User is admitted, and further authorizes the use of the Member or Ticket User's image or likeness in connection with the promotion of Toronto FC, the MLS and the sport of soccer.

## **8. MEMBERSHIP PRIVILEGES SUBJECT TO BYLAWS AND VENUE RULES**

Use of match tickets is subject to compliance with the provisions of any bylaws or regulations of the City of Toronto and all terms and conditions of Toronto FC and BMO Field applicable to such tickets, including, without limitation, the following:

- compliance with BMO Field fan code of conduct;
- users are prohibited from bringing cans, bottles and containers for ice or beverages in the event venue;
- users are prohibited from throwing objects in the stands or onto the playing area;
- users shall comply with any request by event venue security to display the contents of bags, boxes, packages, etc.; and
- users shall retain the stub of their ticket and/or Membership documentation on their person at all times while in the event venue pursuant to the right of admission evidenced by the ticket and/or Membership documentation and shall produce the ticket and/or Membership documentation upon request by any event venue representative.

## **9. OBJECTIONABLE CONDUCT**

Members or Ticket Users engaging in disorderly or objectionable conduct in violation of Toronto FC and BMO Field venue policies may be ejected from the event in respect of which a ticket has been issued without refund of the ticket price.

If a Member or any Ticket User is ejected for any reason from an event in respect of which a ticket has been issued to the Member or otherwise acquired, Toronto FC reserve the right, in the Toronto FC's sole discretion, to revoke the Membership related to such ticket.

## **10. RELEASE OF LIABILITY**

THE MEMBER, BOTH FOR THE MEMBER AND FOR EACH TICKET USER, (i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at the event in respect of which a ticket has been issued, whether occurring prior to, during or after such an 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 spectators, (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 MLS, SUM, THE BOARD OF GOVERNORS OF EXHIBITION PLACE, THE CITY OF TORONTO AND TORONTO FC, THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND EACH OF SUCH ENTITIES' RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND OTHER AGENTS (THE "TORONTO FC PARTIES"), SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INJURY SUFFERED BY THE MEMBER OR A TICKET USER ARISING FROM OR RELATED IN ANY WAY TO ATTENDANCE AT THE EVENT IN RESPECT OF WHICH A TICKET HAS BEEN ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER SUCH AN EVENT AND EXPRESSLY RELEASES THE TORONTO FC PARTIES FROM THE SAME.

## 11. AGREEMENT MODIFICATION AND TERMINATION

Toronto FC reserve the right to amend these Terms and Conditions and the Toronto FC Membership Form terms in its sole discretion by posting such amendments (the “**Amendments**”) to torontofc.ca.

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

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

If Amendments are to take effect during the current Season and materially reduce or restrict any benefits to Members or impose any additional material obligations, as determined by Toronto FC, and are not implemented by Toronto FC to address safety, security or emergency situations, Members will be informed of any such Amendments 30 days prior to the Amendments taking effect (the “**30 Day Notice Period**”). In this instance, Members will be entitled to cancel their Memberships by providing written notice to Toronto FC during the 30 Day Notice Period, in which case such a Member will be entitled to reasonable compensation corresponding to the proportionate loss of any Membership benefits for the remainder of the Season, as determined in Toronto FC’s sole discretion.

Without restricting the generality of the foregoing Toronto FC reserve the right to:

- relocate Members during the regular season and at any time during the playoffs to accommodate broadcast, MLS requirements, or security requirements, or for any other reasonable purpose in Toronto FC’s sole discretion, and Members will not be eligible for any refund of any installment payments made prior to the relocation if the Member subsequently chooses to cancel the Membership as a result of the relocation;
- modify Membership pricing for future Seasons;
- terminate a Membership without cause on providing Member with 30 days advanced notice.

## 12. MISCELLANEOUS

The Member confirms that the Member has been given a full opportunity to obtain independent legal advice with respect to this Agreement and the Toronto FC Membership Form and has either obtained that advice or hereby waives any related rights or claims that might arise if that advice has not been obtained. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision hereof. This Agreement contains all agreements of the parties with respect to the subject matter hereof and supersedes, cancels and replaces any other agreement, representation or understanding of any kind or nature. This Agreement is wholly governed by the laws of Ontario. The Member confirms that the Member is 19 years of age or older. The Member further confirms that the Member has read and understands this Agreement and agrees to be bound by its terms and conditions.

**\*TERMS AND CONDITIONS ARE SUBJECT TO CHANGE PER SECTION 11 ABOVE**