

DATE: _____

Xenii Representative: _____



8228 W SUNSET BOULEVARD WEST HOLLYWOOD CA 90046
P 323.848.7888 F 323.848.9088

1. Why do you want to become an Xenii member?

2. What do you bring to the Xenii Community and what will you offer it if you become a member?

3. What charitable/professional associations do you belong to/support?

DATE: _____

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Xenii Membership Application

"I hereby apply for membership into Xenii. If accepted, I agree to abide by the rules set forth in the following document and assume all financial responsibility as agreed to herein. Membership does not become effective until I have signed and submitted this Membership Application, all references are checked, and Xenii has accepted payment. I am at least 21 years of age or older." *All information given to Xenii will be treated in the strictest of confidence.*

Contact Information

*Full Legal Name _____

*Prefer to be called _____

*Drivers Liscence # _____ *Issuing State _____

*Gender: Male Female

*Cellular Phone Number _____ Alternate Phone Number _____

*Email Address _____ Fax _____

Check Box if you'd like to receive weekly SMS messages about Xenii events-

Check Box if you'd like to have a copy of your membership application faxed to you after it's processed-

*Date Of Birth _____

*Address _____

*City _____ *State _____ *Zip _____

*Employer / Company Name _____

*Nature of Business _____

*Title _____

MANDATORY MEMBER REFERENCES:

Xenii requires consultation with multiple references as a mandatory component of every membership application. Please list two references – if they are in attendance with you when you apply, please have them initial next to their information, indicating their approval.

Reference #1 _____

Reference #2 _____

Telephone# _____

Telephone# _____

Relation (non-familiar) _____

Relation (non-familiar) _____

Years Known _____

Years Known _____

*** Initial**
* Indicates Required Field

Purpose:

The purpose of this Agreement between you ("Member") and Xenii LLC is to spell out your benefits, rights and responsibilities as an Xenii member, and to set forth explicit rules, regulations, and principles of etiquette. Xenii embraces openness, tolerance, and respect for other individuals and cultures and seeks only members who share these values.

Etiquette:

Members are expected to behave toward each other with respect and civility. In order to maintain an environment that is enjoyable for all of its members, Xenii reserves the right, in its sole and absolute discretion, to ask any member and/or his/her guest(s) to leave an Xenii event if:

- Their behavior or language is deemed inappropriate;
- Their actions or conduct interfere with the enjoyment of other Xenii members and their guests;
- They violate any governmental law or regulation or any rule or regulation of any venue, host or affiliated organization or are otherwise asked to leave premises by same;
- They bring into an Xenii event any illegal drug or controlled substance; or
- Their conduct or actions constitute any illegal, improper, or immoral behavior, including but not limited to, the threatening, abuse, or sexual harassment of any member, guest, employee or agent of Xenii or any venue or other organization involved with any Xenii event.
- Severe or repeated violations will result in termination of Xenii Membership without refund.

Xenii Benefits:

Your Xenii benefits are set forth in the attached document. "Xenii Membership Benefits" for the membership level specified, are subject to the provisions of this Agreement. This is the complete statement of your Xenii membership benefits, and no Xenii employee, agent, or contractor is authorized to amend in any way these benefits. Member also acknowledges and agrees that (i) the specific venues to which Xenii provides access will change from time to time and (ii) for certain high-demand events and venues; Xenii cannot guarantee 100% access for all Members and/or guests. In the event of limited availability, Xenii reserves the right to allocate access to such venues and events in its sole discretion. Member acknowledges that from time to time a third party venue, or vendor may deny a Member and/or guest(s) access to the venue, despite Member's having a confirmed reservation for such event. In such case, Xenii shall use commercially reasonable efforts to secure alternative arrangements for such Member and guests, but shall not be liable for any damages.

Access to Xenii Events:

Access to Xenii events is restricted to Members and their guests (as specified in their membership level). Membership is personal; any access codes provided to Member and all Xenii privileges are non-transferable. Xenii retains the right to control access to all Xenii events and to refuse admission to anyone at their sole discretion. Member agrees to abide and be governed by all policies and procedures regarding event sign-up, attendance, guest list access and other related matters as specified on the Xenii website or this document. Specifically, Member also agrees that Xenii may from time to time take photographs or video footage that may include Member's likeness. Member agrees that Xenii may use those photographs and video footage for Xenii's own purposes without further requiring Member's consent. Member further understands and agrees that any guests brought by Member to any Xenii event shall also be subject to having photographs and video footage taken of them and Member agrees to advise all such guests of Xenii's rights regarding photographs and video footage.

Sharing an Xenii Membership is forbidden: Members found to be directly linked in any material way with the sharing of a membership through means including, but not limited to: false representation, ID swapping, bribery, and trespassing, are subject to a penalty equal to the amount TWICE that of their monthly membership fee, immediate termination (without recourse), and persecution to the fullest extent of the law.

Membership Dues:

Member agrees to pay the membership fees as indicated for the specified membership level. Member has two options for payment: either to have their credit card or checking account debited monthly. **No cash payments accepted.** Unless Member has made advance payment, Member acknowledges that upon admittance, Member's credit card, or checking account will be charged for the initiation fee and the first month's dues, and then billed again for monthly dues on each monthly anniversary of admittance. Dues and all other obligations to Xenii shall become delinquent if not paid in full by the fifth day after the date when due. If such indebtedness is not paid within ten (10) calendar days of the initial due date thereof, Xenii may withdraw any and all privileges from the delinquent Member and/or terminate it. Xenii reserves the right to establish and change the monthly dues payable by each type and classification of member, except that monthly dues will not be increased for a given level of membership during the Member's first three months of membership.

Membership Cancellation:

Member may give written notice of his/her desire to terminate membership 14 days before the monthly billing date. Membership cancellation requests must be submitted AND confirmed in writing. (includes email to/from MEMBERSHIP@XENII.COM or fax to 323.848.9088) No exceptions. Failure to do so, will result in charges incurred for the next month of membership. Members who wish to pay their monthly dues for an entire year in advance will receive two additional complimentary months. Members who wish to pay their monthly dues for six months in advance will receive one additional complimentary month. Advance dues payments are non-refundable.

* Initial

Membership Freezing:

Members will be allowed to freeze no more than once every six, (6) months and for a maximum of sixty, (60) days. Also, memberships can only be frozen at the beginning of the monthly billing cycle. A \$150 processing fee will be charged in advance of any membership freeze. Member may give written notice of his/her desire to freeze membership 14 days before the monthly billing date. Membership cancellation requests must be submitted AND confirmed in writing. (includes email to/from MEMBERSHIP@XENII.COM or fax to 323.848.9088) No exceptions. For freezes that extend longer than 2 months, and upon approval, member may place his account 'on-leave'. For every month 'on-leave', member agrees to pay Xenii \$100. The sum total of all on-leave dues are credited towards Member's next month of membership, in-full, upon return to the community.

Reapplying:

Former members accepted back into Xenii will be required to pay initiation fees stated below under membership levels section.

Guest Pass Policies:

Every guest of an Xenii member is limited to the use of no more than two lifetime guest passes, regardless of whether they are invited by different Xenii members. However, for some repeat out-of-town guests, please call the office **in advance** for special arrangements. **Exceptions will not be made at the actual events.** Each member is limited to a per-event maximum number of guest passes dictated by the allotment they receive at the beginning of each monthly billing cycle. **Guest passes do not roll over for all membership levels.**

Non-Solicitation:

Members are, of course, free to network in person, and discuss business with other Members and guests. Member agrees not to engage in any bulk solicitation of Members and guests for business, or other purpose, without the express, written consent of Xenii, LLC. Member also acknowledges that complaints from other Members and guests about a Member's unwanted business or other solicitations are grounds for termination of membership.

Liability:

Xenii LLC, any, and all of its agents, employees, or contractors shall not be responsible for any claims or judgments for damages and the like. Including, costs of defending against same, arising out of personal injury, property damage or loss of any personal property occurring in connection with the use of Xenii Membership, or attendance of an Xenii event, unless such damage or injury was caused by the illegal, or willful misconduct of Xenii or its employees. Member understands and agrees that Xenii cannot be and is not responsible in any way for the behavior or actions of other Members. Upon any material breach of this Agreement by Member, Xenii reserves the right to cancel or revoke membership, without recourse. Xenii reserves the right to suspend or revoke (after notice) membership of any Member who, in Xenii's sole but reasonable judgment, materially violates Xenii's basic rules of conduct or otherwise acts in ways materially prejudicial to the harmony, welfare, or good order of the organization.

Other:

Member asserts that the information Member has provided herein and in Member's Membership Application is complete and correct, and Member authorizes Xenii to undertake any background or reference checks Xenii deems advisable. Xenii retains the right, under such circumstances, to terminate its obligation under this Agreement and shall have any and all remedies available under applicable law. The Member will remain responsible for all fees and dues owing until date of membership revocation. Any disputes hereunder shall be settled by binding arbitration conducted in the County of Los Angeles. The failure to exercise any right or remedy hereunder shall not constitute a waiver or release thereof. Resignations from Xenii shall be addressed in writing to Xenii LLC and shall be accompanied by all obligations then due.

Acceptance:

By initialing below and signing on the following page, you indicate your acceptance of this Membership Agreement. Xenii retains the absolute right to accept or reject any Member's application and Membership Agreement for any lawful reason, and Xenii's acceptance of this Membership Agreement is effective only when Xenii accepts Member's payment by either debiting Member's credit card, debiting Member's checking account or cashing Member's check. **In the event that an application is rejected, after the applicant has attended an Xenii event, a \$300 processing fee will be charged.** This fee will not be charged to accepted new members.

The Xenii Membership Agreement is a living document. I understand that the agreement changes every month according to the terms set forth in the weekly newsletters and in other written communications with members. Every dues payment I make as an active member indicates my full agreement with any and all changes to the membership agreement, code of etiquette, and other policies and procedures that may have been changed or adopted as of the date of that payment.

* Initial

Membership Levels:

Please indicate the membership level for which you are applying:

(Initiation fees have temporarily been waived)

- Executive Out-of-towner** \$950 quarterly membership dues ~~and \$1,000 initiation fee~~
- Level I** \$650 monthly membership dues ~~and \$1,000 initiation fee~~
- Level II** \$1,000 monthly membership dues ~~and \$1,500 initiation fee~~
- Level III** \$4,500 monthly membership dues ~~and \$3,000 initiation fee~~

Payment Method:

Your Credit Card, Check or Direct Debit will only be processed upon acceptance

Credit Card: **NAME ON CREDIT CARD** *if diferent* : _____ **INITIAL** _____

CC# _____ **EXP DATE** _____ / _____ **AUTHORIZED?**

Mastercard Visa American Express **3 or 4 digit CC security code:** _____

Billing Address (if different from address on Membership Application):

Check:

Check (Please make check payable to Xenii LLC.)

Direct Debit:

For direct debit, please return this completed agreement with a voided check to Xenii LLC, thus authorizing Xenii LLC to initiate debit entries to your checking account as indicated below. If Xenii LLC receives two (2) insufficient funds (NSF) returns, the member will be ineligible to continue with the Direct Debit program. (returned checks will be charged \$20.00)

Financial Institution _____

Checking Account No. _____

City _____ State _____

Payment Period:

Xenii membership is a **monthly recurring membership**. Up-front payment for 6/12 months grants complimentary month(s) of membership as outlined below. Please select your billing period if other than monthly. *(Initiation fees have temporarily been waived)*

_____ Monthly - Your first months membership fees ~~+ initiation fee~~

_____ 1/2 Year - 6 month membership fee (get one month free) ~~+ initiation fee~~

_____ Annually - 12 month membership fee (get two months free) ~~+ initiation fee~~

"I hereby agree to all terms of this Membership Agreement including the membership cancellation/freeze policy, mandating 14 days-advanced notice – confirmed in writing – for all amendments to this membership agreement. I also acknowledge that I have received a copy of the terms and conditions of this agreement as described herein."

Signature _____ **Date** _____

Membership Benefits

Xenii facilitates the interaction of its members and the free exchange of all thoughts and ideas for artistic, creative, business, political and social purposes through its interactive website and a variety of private events.

Xenii Online Network:

Exclusive online, interactive community with concert, nightlife and special event calendars as well as other unique opportunities such as access to film premieres, complementary special music performances and sporting events.

The After Lounge Events:

The preeminent event in Los Angeles hosted on Friday nights at eclectic venues throughout Los Angeles from midnight until 5 a.m.

Exclusive Special Events:

In addition to the weekly after-hour events, Xenii offers a variety of special events that have included pool parties at Malibu estates and Hollywood mansions and a series of signature Xenii special events. For example, during the last week of October, Xenii co-produced a Halloween party hosted by Hilary and Haylie Duff and a high-profile celebrity birthday party.

Privileged Access:

Access seven days a week to top nightclubs, restaurants, VIP lounges, film and music events as well as special corporate parties. For example - just in the month of October alone - Xenii provided complimentary access to intimate musical performances that included the Black Eyed Peas, 50 Cent, Kanye West, Queens of the Stone Age and R. Kelly.

Charity Component:

Xenii contributes a portion of membership dues to local charities, and its members play a key role in selecting these charities. Every Xenii event has a charitable partner. In addition, a portion of Xenii's equity has been placed in a charitable trust. Xenii also provides access to various charitable events around town, such as the Junior League of Los Angeles' Annual Casino Night.

Media:

Recently Xenii has been featured on the front page of the Los Angeles Times, in the Fashion & Style section of The Sunday New York Times, US Weekly, People Magazine, The New York Post, Star Magazine, L.A. Confidential and Angeleno Magazine. See our website for various press clippings.

Membership Levels

All invited applicants not pre-approved by the Xenii membership board must join at the provisional level. If accepted into Xenii after attending an Xenii event, the \$300 cost of the provisional membership will be applied to the price of the chosen membership level.

In the event that an application is rejected after the applicant has attended an Xenii event, a \$300 processing fee will be charged. This fee will not be charged to accepted new members.

Executive Out-of-towner

\$950 per quarter + ~~\$1,000 initiation fee~~

This membership is fully transferable, allowing:

3 signature Xenii events/ quarter

Xenii Level I

\$650 per month + ~~\$1,000 initiation fee~~

Members receive unlimited access to Xenii's online interactive community with concert, nightlife, and special event calendars.

- Xenii Signature Special Events
- Xenii Private Events

Designated special events (e.g. film premiers, record release parties, etc.) are made available by Xenii and its members to the Xenii community, plus unlimited entertainment consultations and recommendations regarding restaurants, concerts, nightclubs, and the best happenings around town.

Xenii Level II

\$1,000 per month + ~~\$1,500 initiation fee~~

All level I benefits, plus:

- Priority access to designated special events
- Upscale restaurant reservations
- Event planning services for restaurants, nightclubs, and concert tickets

Xenii Level III

\$4,500 per month + ~~\$3,000 initiation fee~~

All level I and level II benefits, plus:

- **3 male guests per After Lounge Event** (Total of 12 max. monthly male guest passes to Xenii events listed in level I and II)
- Table service at The After Lounge
- Global nightlife access
- Private aircraft reservations
- First priority access to designated special events
- Concert and sporting event ticket blocks (including suites and backstage passes), and award show and special event purchases

Xenii and its members make designated special events such as film premieres, record release parties, and sporting events available to the Xenii community, plus unlimited entertainment consultations and recommendations regarding restaurants, concerts, nightclubs, and the best happenings around town.