This membership agreement is made by and between the Painter as identified on page one of the agreement next to “Painter,” and Painted Kanvas, LLC. (aka PK), headquartered in Lawrence, Kansas.

ENTIRE AGREEMENT. Both parties agree that this agreement constitutes the entire agreement between the parties, and any other changes or alterations to this agreement at a later time must be made in writing and signed by both parties. This agreement may be superseded by a subsequent agreement if and only if the subsequent agreement specifically states. This agreement supersedes any prior agreements entered into between the Painter and PK. As of the date of signing there are no prior documents that may be used to assist in interpreting this agreement.

PAYMENT TERMS. Membership shall be $25.00 per contract, per month; each payment will be automatically debited from the member’s registered credit/debit card or checking account. The payment is debited monthly on the same day of each month as the first payment (this is the sign-up date). The monthly charges will continue automatically each month for twelve (12) months, or until the termination of the membership. Memberships DO NOT autorenew after twelve (12) months.

PAYMENT. Equal monthly payments can be made with the first due at the time of the signing of the agreement. The Painter will be billed one month in advance for the duration of the agreement. Accepted payments include: Visa, Mastercard, Discover, American Express, Check or E-Check. FULL PAYMENT. Painter agrees that full payment of the agreement price must be rendered in order for the terms of the agreement to be satisfied. The Painter may cancel the agreement at any time, but must remit the cancellation fee upon contract cancellation. No partial payment or pro-rated amounts will be accepted as payment in full unless otherwise specified in writing.

UNPAID BALANCES. Balances that go unpaid for 30 days or more are subject to a $50 late fee. Delinquent accounts are subject to collections actions, and any and all collections fees will be added to the unpaid balance.

RETURNED CHECKS. Checks and e-checks that are returned for insufficient funds or stopped payments are subject to a $40 fee, plus the original withdrawal amount.

CANCELLATION OF AGREEMENT/TERMINATION. All requests for membership cancellation must be submitted to PK management, in writing, at least ten (10) days in advance of the scheduled payment date. Once PK has received and completed the request for cancellation, the next-scheduled monthly charge and all those that were to follow will be cancelled. Membership will be valid until, but not on, the date of the first cancelled payment; after that date, all member benefits, including unused guest passes, will also be cancelled. Any and all cancellations of this contract are subject to $50 termination fee.

DEFAULT AND ACCELERATION CLAUSE. If the Painter defaults in the payment of this agreement or in the performance of any obligation, and the default continues after PK gives Painter notice of the default and the time within which it must be cured, as may be required by law or written agreement, then PK may declare the unpaid balance of the agreement immediately due. Painter and each surety and guarantor, waive all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law. In the event of such a default, PK reserves the right to refuse registration for any event and Painter forfeits any rights to demand for future reservations.

MEMBERSHIP PASSES. Member painter will receive a code good for registering online. This code can only be used one time

per month and can only be used by the contracted Painter. If the Painter does not use code during any given month it is forfeited and cannot be used at a later time. (Use it or lose it) The code/painting seat is also not transferable. Painter must initial contract upon arrival of each painting event to confirm that month's attendance. Member passes may not be used on special events or private parties. PK reserves the right to disallow the usage of passes for any other event not covered in this section.

GUEST PASSES. Membership painter must be present with guest and are transferrable. Pass must be used during valid membership dates and will not be extended past expiration date of membership. Member painter may use guest passes all at one time (if applicable), or use at any given time during this agreement. Guest passes will be given to Member at the beginning of the contract, and may be used at any time, with the exception of events described in the 'Membership Passes' section.

MEMBERSHIP FREEZE. This membership may be temporarily frozen for up to ninety (90) days. The contract freeze will stop automatic payments scheduled during the period of the freeze from being charged and will also suspend all membership benefits during the same period. Automatic payments will continue immediately following the period of the contract freeze, as will full membership benefits. All requests for membership freeze must be submitted to PK management at least ten (10) days in advance of the scheduled payment date. Members that utilize the membership freeze should be aware that use of this feature will extend the contract the number of days/weeks/months equal to the length of the contract freeze. This means that members will still be contractually obligated to pay for all twelve (12) installments in full.

RESPONSIBILITY. PK has the right to hold the Painter and/or its agency or signer, jointly and severally liable for the full amount due on the agreement (i.e., payments for painting event seats).

SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

ATTORNEY'S FEES. If this Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Painter shall pay to PK all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the procedural and substantive laws of the State of Kansas. Painter hereby agrees and submits itself to the exclusive jurisdiction of the federal and state courts of Kansas, in order to resolve any disputes or controversies arising out of this agreement.

I hereby acknowledge that I have had the opportunity to review the agreement in its entirety, and I understand and agree with all the terms and conditions as written above. By signing below, I agree to be bound the terms of payment detailed in this document. I also certify that I have reviewed, understood, and agree to be bound by all the terms and conditions described above. In addition, I certify that I am of sound mental condition/state, sufficient legal age, and proper legal authority to enter into and be bound by this contract in the state of Kansas.