

# MIMICS MEMBERSHIP AGREEMENT AND STORE POLICIES

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*Revised November 28, 2023*

Mimics JC: Gaming Lounge (Mimics) designed the Membership Policies ("Policies") and the store rules, including rules listed here and rules posted in the Store ("Rules") to ensure a safer and more enjoyable environment in which to game. So, please be thoughtful and observe the Policies and Rules that you, and all members, have agreed to follow. Mimics may, in its sole discretion, modify the Policies and Rules without notice at any time. It's your responsibility to know and follow the most current Policies and Rules. All approved signs posted in the premises shall be considered a part of the Policies and Rules of Mimics.

The following Policies and Rules replace all previous Policies and Rules. If there is any conflict between these Policies and the posted club Rules, these Policies and Rules apply.

## BENEFITS OF MEMBERSHIP

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- 24/7 Access to Mimics JC
- 10% discount on merchandise
- Discounts on tournaments (Constructed tournaments - \$1 off entry for yourself, Sealed - \$3 off entry for yourself)
- Unlocks The Dungeon for scheduling
- Use of our private member lounge, the Top Deck

# EQUAL OPPORTUNITY POLICY STATEMENT

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Mimics seeks, enrolls and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age. It is further store policy that no circumstance or conduct undertaken by store personnel shall have the effect of discrimination on the basis of any of the aforementioned classifications. All members shall have full and equal access to the store facility. All members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any member who believes that they have been/are being treated unfairly on any of the aforementioned matters should first report to store management or to Mimics at [mimicsjc@gmail.com](mailto:mimicsjc@gmail.com) or 573-340-8452.

## PERSONAL INFORMATION AND PRIVACY

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We collect your information strictly as necessary and will not share it unless as required by law.

## CHECK-IN

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You must scan your card at the front door for each visit to Mimics during unstaffed hours. During special events or staffed hours if the door is unlocked you do not need to scan your card to gain entry. Do not hold the door for other guests. If you let non-members into the building without a pass, you will automatically be charged a day pass and an administration fee for your guest.

Mimics reserves the right to ask for an original government issued photo ID to verify identity on all members and nonmembers.

*All food delivery should take place outside.*

Each member and student member will be provided 1 key card for access to the building. If this card is lost or not returned at the end of your membership, cards will be charged to the account on file at a rate of \$10 for the first card (per member) and \$15 for each subsequently lost card.

## GUEST PRIVILEGES

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Mimics encourages you to bring friends, relatives and business associates for a guest visit. We strongly recommend that you make an appointment for your guest's visit and a tour. Day passes can be purchased through a QR code in the foyer of Mimics.

An adult member must check-in the guest, guests must be at least 14. To receive admittance, the member must pay a guest fee on behalf of the guest and must have signed the Guest Visitor Expectations Policy before using Mimics facilities. Mimics may restrict the number of guests and times you may bring guests. You must inform guests about these Policies. At all times, guests must follow all Policies and Procedures, Store Policy, and the Membership Agreement. Failure will result in the guest and member being asked to leave.

## USE OF MIMICS FACILITIES

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**Availability of Facilities:** Mimics facilities or services, including but not limited to, rooms, classes, table space, room reservations, tournaments, or events, may have limited hours, be discontinued altogether at any time, or be offered on a “first come first serve” basis. Mimics reserves the right to charge a separate participation or reservation fee for any or all of these facilities or

services. Use of Mimics facilities or services are authorized and limited pursuant to your membership agreement.

**Conflicts Regarding Use:** Please don't linger in rooms for which you do not have a reservation because other members may want to use it. No member should monopolize the rooms or facilities. If there is a sign-up list for the use of the rooms and a maximum time limit on its use then the directions for the use of the sign-up list are part of the club Rules and Mimics expects all the members to follow them. In short, observe store etiquette. If there is a conflict over use, let Mimics management resolve it.

**Reservations:** Reservations always take precedence over free play. Reservations can be made for up to 13 times in a row. This should allow for approximately 3 months of play. After 12 times you can put a new reservation in. This will allow others to have equal opportunity to reserve space.

**Personal Property:** Mimics strongly encourages you not to leave your personal property at our facility. We take no responsibility for items that may have been left behind. Items found by Mimics staff will be left in a lost and found in the foyer.

**No Solicitation:** Mimics facilities are provided for the private use of store members (except during specific events as noted) only and are not open to the public. Any solicitation within the store is absolutely forbidden. This includes, for example: solicitation for profit, political purposes or any other reason; use of petitions; distributing or posting leaflets, notices or advertising anywhere in the facility; or leaving multiple copies of leaflets or other papers.

**Tournament Organization:** Mimics facilities may be used for tournaments and events. Tournaments are open to any and all members provided that they pay the required entry fee and provided there are seats remaining. Mimics requires that Tournament Organizers follow all policies and procedures as if they were representatives of Mimics including but not limited to: non-discrimination, store etiquette, equal opportunity, and store policy.

**Store Property:** Mimics may, in its sole discretion, provide gaming supplies for members and guests to use at their leisure. These items are provided for use on property and may not be damaged, altered, or removed from the premises. In the event that items are missing at the start of your session,

please inform Mimics immediately so that we can investigate. Any member found to be in possession of store property outside of a Mimics facility will be in violation of their Member Agreement. Mimics will immediately charge members for damage, alteration or removal of Mimics Property

**Food and Drink:** Food and drink are permitted only in the Foyer or as outlined in your reservation.

**Off-Limit Areas:** Mimics maintains locked access to certain areas. These areas are denoted by either a locked door, a sign indicating access is prohibited, or both. These areas are off limits at all times to all members, non-members, guests, visitors, customers and anyone else.

## POLICIES FOR STUDENTS

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You and your Student must follow any Rules or Policies and pay any applicable fees. To join, all students need the financial guarantee of a parent or guardian and the parent or guardian must sign the membership agreement. Students are defined as minors between the age of 14 and 18, and/or attending High School. Once a Student graduates High School (and is 18 or older), their membership will automatically be converted to an Adult Membership. The full Adult rate will apply to the membership thereafter. If a student graduates High School before turning 18, they will remain a Student member until they turn 18 (at which point they will transition to an Adult Membership).

**Children Under 14:** May only use Mimics facilities when accompanied by a parent or guardian at all times. If your child does not behave, Mimics may ask you to make other arrangements. Children will not be issued RFID cards, nor will they be considered members.

**Students 14+:** May use Mimics facilities without being accompanied by a parent or guardian if the Student is a member or a guest and their parent or guardian signed the financial guarantee and the membership agreement. Mimics reserves the right, in its discretion, to require that a parent or guardian accompany a Student. A student RFID card will only work between the hours

of 8am and 10pm. Please be sure your student is adhering to local curfews based on their age.

## PROHIBITED ITEMS AND ACTIVITIES

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**No Alcohol, Drugs, or Smoking:** Mimics does not permit smoking, alcohol, or drugs (legal or illegal), in any of its facilities.

**No Weapons:** Mimics does not permit weapons, of any kind, in any of its facilities.

**Photos/Filming:** Taking photos or filming of others is not permitted without their prior knowledge and consent, and under no circumstances is any photography or filming permitted of Minors.

**Food & Beverages:** Mimics reserves the right to limit the consumption of food or beverages in all areas. No spill cups may be allowed in rooms with reservations (with approval by organizer). The organizer of the event will assume all responsibility for damages to any Mimics property. If it is a Mimic sponsored event, food and beverages will be limited to the foyer.

**Selling Cards:** Mimics does not permit the selling of personal cards for cash on its premise. If a member wishes to sell cards, Mimics may purchase them pursuant to its Card Purchase and Commission Policy.

## DRESS AND HYGIENE POLICY

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Mimics requires you to wear appropriate clothing and footwear while in its facilities, clothes that have not been torn, and clothing that is free from odor. Mimics also requires that all members maintain basic hygiene. Being barefoot in the store is prohibited.

Mimics staff will discretely discuss issues with members, but continued violations will result in termination of the membership agreement.

## SAFETY PROCEDURES

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All cameras on and around Mimics are functioning and recording at all times. By entering Mimics you consent to being recorded and Mimics reserves the right to release that footage if requested by local, state, or federal authorities as well as to anyone Mimics determines has need of the footage.

Mimics may at times take photos of activities taking place on the premises. These photos will ALWAYS be taken on a device such as a phone and not from the video cameras. Mimics may or may not announce that such a photo is being taken. These photos may be used in our newsletters, social media, and other public avenues (including advertisements).

All interior doors are unlockable by Mimics Staff.

## CONDUCT

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While in Mimics facilities, Mimics does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members, guests or Mimics staff.

## EMERGENCY PROCEDURES

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Mimics highly encourages you to not be out and about when the weather looks to be unsafe.

Mimics may need to be locked and/or closed at times due to weather, cleaning, upgrades, etc. These closings will be posted with as much notice as we are able to provide.

In the event of a natural emergency please leave the building as soon as it is safe to do so.

If the power goes out, the door will continue to work for a short period of time. Any people in Mimics when the power goes out will be expected to pack up and leave promptly.

## **VIOLATION OF POLICIES OR RULES**

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If any member or guest violates any of the Policies or Rules, Mimics will ask that person to stop or leave. A member's violation of any of the Policies or Rules may also cause Mimics, in its sole discretion, to terminate that person's membership and/or other agreements.

## **PAYMENT AND CANCELLATION**

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During your membership appointment with Mimics Staff, you will pay your first balance.

Then after your appointment, your card will automatically be charged on the 1st of the month. If you have chosen a yearly plan, you will be charged again at the 1st of the month that renews your yearly subscription.

If you wish to cancel and/or switch from a yearly to monthly membership you may do so by notifying JOHN GADDY no later than the 15th of the month preceding your change.



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Your signature below confirms that you have listened to and agree to follow the Policies and Rules of Mimics.

I, \_\_\_\_\_, have been informed of the policies and rules of Mimics and agree that I and all members on my account (listed below) will adhere to these policies and rules.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Student Members - if applicable**

I, \_\_\_\_\_, am the parent or guardian of \_\_\_\_\_ and am legally allowed to enter them into an agreement such as the one outlined above. I also understand my minor child may be photographed while on the Mimics property and that photo may be used on the internet.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Additional Members - if applicable**

I, \_\_\_\_\_, understand that by allowing the following additional members onto my membership that I take responsibility for all payment related to their membership including, but not limited to monthly fees, damages, and lost cards.

Additional Members: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_