

PRIVATE CIRCLE CLUB MEMBERSHIP ORDER FORM

**\$ USD
ONLY**

ITEM	REGULAR	EARLY REGISTRATION	QTY	TOTAL
PRIVATE CIRCLE CLUB MEMBERSHIP (per person)	\$ 60,000	\$19,995		
DATE: TBD LOCATION: T. Harv Eker's Maui home.				

FIRST PERSON - First Name: _____ Last Name: _____

E-mail Address (must be working email): _____ Circle: Business or Home Telephone: _____
Cell Phone: _____

SECOND PERSON - First Name: _____ Last Name: _____

E-mail Address (must be working email): _____ Circle: Business or Home Telephone: _____
Cell Phone: _____

By signing below, I consent to and authorize the above charges to my credit card and acknowledge that I have read and understand the Terms of Membership & Service on the reverse side. I also understand that the membership tuition must be paid in full within 7 business days of registration and I agree that I have read and understand, and hereby accept the Private Circle Club's Terms of Membership & Service, dated February 26, 2009, which is attached to this application. **I understand that the membership tuition is NON-REFUNDABLE after 72 hours from date of registration or payment.** Refunds requested within 72 hours from registration may incur a processing fee, as outlined in the Terms of Membership & Service dated February 26, 2009.

SIGNATURE: X _____ **DATE: X** _____

CHECK ONE:	<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> AMEX	<input type="checkbox"/> ACH (Attach a voided check)	<input type="checkbox"/> WIRE TRANSFER
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Credit Card Number: _____

Expiry Date: _____ **Security Code / CCV:** _____

Full Name on Card: _____

Cardholder's Phone Number: _____

Cardholder's Billing Address: Street: _____

City: _____ State/Prov: _____ Zip/Postal: _____ Country: _____

* No one under the age of 21 will be admitted to the Club. **** PLEASE ATTACH YOUR BUSINESS CARD TO THIS FORM.**

FOR MEMBER SERVICES OR INQUIRIES:
Email: Concierge@PrivateCircleClub.com
Telephone (toll-free): 1-888-441-2582 (Direct): 1-801-227-0034

PLEASE DO NOT CALL PEAK POTENTIALS TRAINING

Received by: _____ Date Received: _____ Registration Location: WEBSITE

Private Circle Club, 327 North State Street, Orem, UT 84057 · Tel: 801-227-0034 · FAX: 801-227-0016 · Concierge@PrivateCircleClub.com

Updated: 2/26/09-WEB

PRIVATE CIRCLE CLUB TERMS OF MEMBERSHIP & SERVICE AS OF FEBRUARY 26, 2009

By applying and/or registering to become a member of the PRIVATE CIRCLE CLUB ("Club"), you are stating that you understand and agree to be bound by the terms and conditions of this user agreement (the "agreement"). Please read the agreement. If you disagree with anything in this agreement, please do not register to become a member of the Club.

SERVICES: In order to continue to access the services and benefits associated with Private Circle Club membership, a Member's account must be in good standing with the membership tuition paid in full prior to registering for or attending a Private Circle Club Event. A paid membership entitles the Member to one Private Circle Club Event, plus invitation to one of more optional Private Circle Club gatherings, access to the members-only section of www.PrivateCircleClub.com and any other additional services the Club chooses to give as "bonuses", solely at its discretion. To use the public portion of the PrivateCircleClub.com website ("Site"), you do not have to be a Member of the Club. As a Member, however, you will have access to various services to which non-Members do not have access, some of which will enable you and other Site members to interact with each other ("Member Areas"). We reserve the right to modify or discontinue, temporarily or permanently, the PrivateCircleClub.com Site (or any part thereof) with or without notice. You agree that the Club, PrivateCircleClub.com and its staff, contractors, consultants or information providers shall not be liable to you or to any third party for any such action. If you would like to access PrivateCircleClub.com as a Member, please contact us and register for membership and pay the tuition fee in full. If we have reason to believe that you have registered someone other than yourself on the Site, we will cooperate with any law enforcement investigation that may result from such misrepresentations and shall have the right, in our sole discretion, to disclose any information you provided to us in connection with such registration. The Club and its Site make a good faith effort to prohibit registration as a Member by, and will not knowingly connect or store personal information from, children as governed by law.

FEES: The Private Circle Club is a paid-in-full private membership program, and all fees, charges and refunds are denominated in United States Dollars only. You assume all responsibility for applicable currency exchange rates. Taxes applicable in your country of residence may be added to your membership fee. There are **NO REFUNDS** of any Private Circle Club membership tuition payments after seventy-two (72) hours from initial registration and payment. NO REFUNDS or credit of any sort will be issued if you choose not to attend the event(s) for any reason. Only transfers from one event date to another will be allowed under the circumstances outlined in the Refunds section below, and only if another event date is available or becomes available within the twelve (12) months following the member's originally-scheduled event date (unless the member is on an event waiting list). All monies processed towards Private Circle Club membership may only be applied toward membership tuition. Membership pricing is for "tuition" only. Food, travel, accommodations and other possible expenses for events and other meetings, which will be disclosed prior to assessment of such fees, are not included in your annual membership tuition. We reserve the right at any time to change Club membership rates, services, benefits and/or access to Site content or services or to portions of the existing Site content or services or the Site as a whole by notifying you of such changes in writing, by email or by posting them on the Site at least five (5) days prior to the date the changes take effect. In no event will you be charged for Club membership and/or access to any Site content or service, or to the Site as a whole, unless we obtain your prior agreement to pay such charges. If you do not consent to such charges, however, you may not be able to continue your membership nor have access to paid content or service on PrivateCircleClub.com or any other benefits associated with Club membership. A NSF, credit card decline or returned check fee of a minimum of \$35 and a maximum of the actual fees assessed to the Club by the bank or other institution, if greater than \$35, applies in cases of payment default. For any defaulted payments, the Member / Member applicant will have 7 days to rectify the situation, unless the first Club event occurs within 30 days, in which case the registrant will have only 24 hours to rectify the situation. If payment is not rectified, then the Member's / Member applicant's Club membership and benefits will be terminated.

PRIVACY: Our Privacy Policy states in full our policy regarding Member privacy. Please see www.PrivateCircleClub.com for full policy details. All information is held strictly confidential.

REFUNDS: You will only be guaranteed event attendance once your membership tuition has been received by us in full and only if there is an open membership place available at that time. If the dates are full at the time of registration, you may choose to pay the tuition in order to be placed on a waiting list for the next available Private Circle Club Event date. **There are NO REFUNDS of any Private Circle Club membership tuition payments after seventy-two (72) hours from initial registration.** Additionally, no refunds will be issued unless we have received a written and signed notification by mail or fax within seventy-two (72) hours from the date registration and payment. In all cases where the prospective member requests a refund be issued within the initial 72-hour timeframe (as above), a non-refundable **processing fee of \$500 applies.** However, if the Club chooses not to accept you into membership, no processing fee will apply. **You assume all responsibility for any results attributed to currency exchange rates, as all charges are made in United States Dollars ONLY.** Again, all refund requests must be received within the stated period and must be in writing and signed by the member (electronic signatures are not acceptable). Emails or verbal communications are not acceptable forms of refund requests. Refunds will be issued either to the credit card originally charged or issued by U.S. check and mailed by U.S. Post approximately 14-21 days after the refund request.

Additionally, once you register for a particular Private Circle Club Event date and location, **you may only TRANSFER to another event date only ONCE and only if you give the Club written notice at least sixty (60) days prior to your originally-scheduled date and provide us with a \$500 USD transfer fee.** You may not transfer dates more than once, and if you do not attend the event, you forfeit your entire membership tuition or any partial membership payments we have received.

DISCLAIMER OF WARRANTIES: You expressly agree that your membership in the Club and use of its Site, including, without limitation, any material and/or data developed by the Club and/or PrivateCircleClub.com or by third parties ("information providers"), is at your sole risk. Content on the Site, and any content or materials available through your membership, is provided on an "as is" and "as available" basis and without warranty of any kind, express, implied or statutory. The Club, its Site and the information providers hereby expressly disclaim all such warranties including, without limitation, any implied warranties or merchantability, fitness for a particular use or purpose, title, or non-infringement, or any warranty as to results that may be obtained through your membership and/or the use of Site. The Club and PrivateCircleClub.com does not represent or warrant that the Site will function without interruption, that the Site is error or defect-free, that any such defects or errors will be corrected, or that the Site and the server(s) that make the Site available are free of viruses or other harmful components. No advice or information, whether oral or written, that you obtain through Club membership or otherwise through your use of the Site shall create any warranty on the part of the Club, the Site, its staff, contractors, consultants or information providers. Further, PrivateCircleClub.com and the information providers do not warrant or represent that the use of the Site or the results of the Site's use of any content or materials made available through the Site or from third parties will be correct, accurate, timely, reliable or otherwise. Names of or representations of domestic and/or exotic destinations used in conjunction with describing Member benefits are for representational purposes only and are not a guarantee.

LIMITATIONS ON LIABILITY: In no event shall the Club, PrivateCircleClub.com, the information providers or any other person or entity involved in creating or distributing the Site be liable for any direct, indirect, incidental, special or consequential damages, however arising and under any theory of liability (including, without limitation, tort, including negligence and strict liability, breach of contract or breach of warranty), that result from your membership in the Club, use or inability to use the Site, any changes to your membership, the Site or this agreement, unauthorized access to or alteration of your transmission of data, any material or data sent or received or not sent or received, or any transactions entered into through the Club or Site. The Club and PrivateCircleClub.com are not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.

If you are dissatisfied with your membership and/or the Site or the services, benefits, content or materials available your membership or on or through the Site, your sole and exclusive remedy is to discontinue your membership in the Club and from using the Site. The foregoing limitations on liability shall be applicable even if the Club or PrivateCircleClub.com or the applicable third party knew or should have known of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ALLOCATION OF RISK: You agree that the disclaimer of warranties, limitations on liability and indemnification provisions set forth in this agreement represent and agreed upon allocation of risk between you and the Private Circle Club and its Site form an essential part of the basis of their bargain, without which the Private Circle Club would not enter into this agreement or provide Club membership or the Site.

INDEMNIFICATION: You agree to hold harmless the Private Circle Club, PrivateCircleClub.com and its Information Providers and any other person or entity involved in creating or distributing the Site, as well as each of their respective affiliates and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees) and expenses that such parties may incur as a result of or arising out of your (or, in the case of Members, anyone using your accounts) Club membership and use of, or conduct with respect to, the Site.

MODIFICATION OF AGREEMENT: You agree that the Private Circle Club and PrivateCircleClub.com may change the terms and conditions of this Agreement, unilaterally, and at any time, by sending notification to Members by email, postal mail and/or by conspicuously posting notice of such change on the Site for a period of five (5) consecutive days. Continued use of your membership and the Site after such notice will constitute your acknowledgment and acceptance of the revised terms and condition.

GENERAL: This Agreement contains the complete and final statement of the understanding between you and the Private Circle Club and PrivateCircleClub.com with respect to, and super cedes, any and all prior or contemporaneous negotiations, agreements or communications, whether written or oral, between you and the Club and/or Site concerning, the subject matter of this Agreement. If any provision of this Agreement is rendered by a court or governmental agency of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforced in accordance with its remaining terms. The waiver by the Private Circle Club and/or PrivateCircleClub.com of a breach or default of any of the provisions of this Agreement by you shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of the Private Circle Club and/or PrivateCircleClub.com to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by you. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of Club membership and/or the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are solely used for convenience and have no legal or contractual significance. All provisions of this Agreement that, by their nature, survive termination of this Agreement will survive termination including without limitation, Club membership, associated benefits, the Site Rules, Public Areas, Links, Disclaimer of Warranties, Limitations on Liability, Allocation of Risk, Ownership of Materials, Indemnification, Choice of Law/Jurisdiction and Venue and General sections of this Agreement.

By signing the Membership Order Form on the front and/or Terms of Membership & Service below, I do hereby voluntarily and completely agree to the above provisions and agree to abide by its terms and conditions.

PRINT NAME: _____ SIGNATURE: _____ DATE: _____