



# Terms of Service and Membership Agreement

*All Network4M Los Angeles registrants must read and agree to all of the following in order to be members of the Network4M Los Angeles:*

## **What is the Network4M Los Angeles?**

The Network4M Los Angeles is an organization designed to promote the entrepreneurial spirit of creative professionals.

## **Our Motto:**

“Ut sementum, feceris ita metes.”

What goes around, comes around.

## **Our Mission Statement:**

No BULLSH\*T.

## **Our Formula:**

How can you help me? ←Network4M”U”LA → How can I help you?

All the Network4MLA need is “U”.

Unless you are completely content with the pacing and extent of your professional achievements, you may want to ask yourself:

Who is selling the product that is you?

How many of their 16 hours of consciousness every day, do they spend promoting you and selling the product that is you?

How many of your 16 hours of consciousness every day do you spend promoting yourself and selling the product that is you?

Are you working as much as you would like?

Are you making as much as you would like?

Are your career goals occurring within your expected timelines?

Whose fault is all of THIS?

Well, honestly none of THIS is our problem. All we care about is what can you do for us. “We” meaning the Network4M Los Angeles. “We” meaning your peers.

Which brings us to Rule No.1 of the Network4M Los Angeles, taken directly from the left half of the Network4MULA:

“How can you help me?”

And here is where we are loyal to our mission statement.

But if we don’t care about you, why should you care about us?

Because of Rule No. 2 of the Network4M Los Angeles:

“How can I help you?”

Tit for Tat. “Ut sementum, feceris ita metes.”

You may have heard of Zig Ziglar, the renowned motivational speaker, who claimed:

“You can get everything in life you want, if you will just help enough other people get what they want.”

Too often, people beg favors of others without considering the simple fact that they are in essence bumming other people’s property. Their actions are much akin to intruding on someone else’s family dinner and licking their chops at all the delicious food that they neither purchased nor prepared.

Connections, reputation, good will, celebrity...these are all commodities with as much tangible value as any physical property.

While charity is a worthy act, and the occasional urge to give may infect us all, it is critical to recognize the influence of self-interest. This is the essence of salesmanship. And salesmanship is the key to achievement.

Did you think it was hard work?

Hard work does not equal success. Hard work equals working hard.

Maybe you have mastered your craft. Maybe you are eternally refining your abilities. But what is your purpose?

Isn’t it to be recognized and to be appreciated? Even most humbly, if only to make a living doing what you love.

But how can you ever be recognized or appreciated if you are not communicated, if you are not promoted, if you are not sold?

Salesmanship is always the issue.

You are where you are, for better or worse, because of the quality and frequency of salesmanship in your life whether by you or by your representatives.

And the quality and frequency of salesmanship in your life is indirectly proportional to your own personal, self-interest.

You must focus and capitalize on the self-interest of others. Thereby, extracting the almighty WIN-WIN situation out of every prospective transaction.

As for the self-interest of The Network4M Los Angeles, we must concern ourselves with the self-interest of others, our prospective members.

It is our first thought that you may be able to do something for us, just as it is your first thought that we may be able to do something for you.

This is where we develop trust by relishing in the honesty of selfishness from the onset.

And trust builds relationships that lead to opportunities that present us with success.

The Network4M Los Angeles is the great conglomerate anonymity for the creative industry. We are procrastinators-anonymous, name-droppers-anonymous and artistic-anti-socials-anonymous. We are the arbitrators of accountability. We are unnecessary. We are obsolete. But you have allowed us to thrive. Because inasmuch as you could have and you should have, you haven't. And we will make you.

### **Why is the Network4M Los Angeles a private organization?**

We call our organization private because of the exclusivity of the services we provide. Anyone can be an Associate Member of the Network4M Los Angeles. However, to open the Network4M Los Angeles Professional Services to the public would be counterproductive. The only reason the Network4M Los Angeles works is because of its selective membership. Our Professional Members are required to have the means to provide mutual benefit to each other. Our organization is currently not for profit and functions similarly to the Small Business Administration except that the Network4M Los Angeles is intended exclusively for the creative industry in order to encourage and assist these working professionals in developing their careers.

### **What is Network4M Los Angeles not?**

The Network4M Los Angeles is not an agency, managerial, legal or financial firm.

We do not intend to replace or diminish the value of these professionals in your lives. All of these members of your team are vital to your success.

**Who are the members of the Network4M Los Angeles?**

Actors, musicians, composers, engineers, dancers, models, visual artists, designers, photographers, directors, producers, writers, agents, lawyers, managers, accountants and filthy rich people.

**How old do I have to be?**

Members of the Network4M Los Angeles must be 18 years or older.

**How do I join?**

The Network4M Los Angeles is a private organization.

You must register for both membership and membership status.

Based on your credentials and/or verified resources, you will be assigned a membership level.

**What are the membership levels?**

There are three levels of membership that are subjectively assigned by an appointed admissions panel: associate, professional, and master.

**Associate Members** are those who do not have adequate credentials and/or resources to provide substantial mutual benefit in the creative industry to other members of the Network4M Los Angeles. Associate Members may acquire professional status after completing a year-long non-paid internship with Network4M Los Angeles. The Network4M Los Angeles's intern program has limited enrollment and is only available while positions are available on a first-come/first-serve basis.

Associate Members are permitted to attend all Network4M Los Angeles events and meetings, but they are not, however, permitted to participate in professional exchanges and transactions that are organized and administrated by the Network4M Los Angeles.

Associate Members may reapply for Professional status every six months in the event of credential and/or resource growth.

**Professional Members** are those who have adequate credentials and/or resources to provide substantial mutual benefit in the creative industry to other members of the Network4M Los Angeles.

Professional Members are permitted to attend all Network4M Los Angeles events and meetings, as well as, participate in professional exchanges and transactions that are organized and administrated by the Network4M Los Angeles.

**Master Members** are more or less honorary members who express interest in mentoring and sharing with other members. Master Members are welcome to attend all events as guest-speakers or in audience, as well as headhunt among the professional ranks of the Network4M Los Angeles.

### **How exactly are membership levels determined?**

Membership level assignment is an extremely subjective process performed by an appointed panel from the Network4M Los Angeles. It is more determining who would not be considered professional and who would not be considered an icon or Master of their respective field.

Some examples of Associate level applicants would include:

Musicians without recording contracts.

Musicians with independent label contracts with no evidence of reputable sales.

Musicians with a distant history of major label contract with minimal album sales and no current contract.

Actors who have performed only in local theater or in micro-budget films.

Actors who have only been extras on network programs or in feature films.

Actors who only have sporadic and limited experience as co-stars or day-players on network programs and independent films.

Artists or photographers who have never been published in a major publication.

Artists or photographers without evidence of reputable sales of their work.

Artists or photographers who have only worked on “major” projects in minor capacity.

Dancers who have never won national awards or competitions.

Dancers who have only performed as back-up dancers for a limited number of major acts.

Dancers who have only appeared as background dancers in a limited number of national music videos.

Writers who have never been published.

Writers with screenplays optioned by major studios, but without any history of major studio film credit as screenwriters.

Writers who have only self-published their work.

Directors and Producers without major studio film credit and with limited micro- to low budget film experience.

Composers without major studio film credit and with limited micro- to low budget film experience.

Agents without current A- or B-list clientele and with no history or greater than one year old history of such clientele.

Lawyers without current A- or B-list clientele and with no history or greater than one year old history of such clientele.

Managers without current A- or B-list clientele and with no history or greater than one year old history of such clientele.

Accountants without current A- or B-list clientele and with no history or greater than one year old history of such clientele.

People who are distant relatives to well-known celebrities.

People who are distant relatives to wealthy individuals.

People who are friends with well-known celebrities or wealthy individuals but are not themselves wealthy or consistently and reputably working in the creative industry.

*Some debatably Professional level applicants may include:*

Writers who have a distant history of publishing one to three books with a major publishing house, with the exception of well-known and widely distributed classics.

Actors who have performed as leads or supporting in only one major studio film or high-budget or profile independent film.

Any cast or crew member with only one major studio production film credit.

Cousins, nephews, nieces or grandchildren of well-known celebrities or wealthy individuals.

**ATTENTION APPLICANTS:** Please do not cite affiliation with known or alleged criminals on your application. The Network4M Los Angeles has a strict policy against endangering our organization or its members physically or with legal liability by including potentially incriminating or compromising information in our physical records. Applications in violation of this policy will be destroyed upon receipt.

### **Can I be a Professional Member by wealth alone?**

Assuming that everything is business, a “wealthy” individual is as professional as any well-paid, working performer or representative. It is however up to such applicants to provide proof of their current financial success in an appropriate and professional manner to the Network4M Los Angeles. Any misrepresentation will be grounds for immediate expulsion.

### **What if I am insulted by the status I have been assigned?**

If we make a mistake, we apologize. We will be glad to reevaluate our position. But, if you have a complaint and stick around for us to reconsider, chances are that your assignment was accurate.

### **What do Associate Members do at the Network4M Los Angeles meetings?**

If Associate Members are not already interning (working) at meetings, they may attend all meetings of Network4M Los Angeles. Associate Members are not permitted to engage or attempt to engage in agreements with Professional Members at meetings of the Network4M Los Angeles. Furthermore, they may not enter into the designated Professional Member area during negotiation sessions. They may discuss and enter into agreements with other Associate Members in the designated Associate Member area. However, the Network4M Los Angeles does not officially regulate or administrate Associate Member agreements. Associate Members may download and print Agreement Forms and Request Lists from our website for use at Network4M Los Angeles meetings. But again, agreements between Associate Members do not fall under the jurisdiction of the Network4M Los Angeles.

### **What is the cost of the Network4M Los Angeles?**

Currently, the Network4M Los Angeles relies on corporate sponsorships and donations for our resources. In the future, we may find a way to profit off of our members in the interest of capitalism.

### **How does the Network4M Los Angeles work?**

#### **Membership Cards**

Along with your membership status notification email, the Network4M Los Angeles will send a request for an emailed photo for your Network4M Los Angeles Membership Card and provide you with a temporary, member-unique entrance password (different from your chosen password) that will be listed with security at all of our meetings for new members.

Your Network4M Los Angeles Membership Card will feature only your Network4M Los Angeles User Name and your photo.

You will receive your Network4M Los Angeles Membership Card at the first meeting that you attend. In order to receive your Network4M Los Angeles Membership card you will need to have you driver's license or passport as well as your user name. Your Network4M Los Angeles Membership Card will be used for admission into all meetings and also for presentation to other members as you enter into written agreements with them.

## **Meetings**

Aside from news and guest-speaker presentations, the main portion of our meetings consists of two, thirty-minute parts:

1. For the first thirty minutes, you will either request or agree to provide a favor for a randomly selected professional partner.
2. For the second thirty minutes, you will be in the opposite role with a different randomly selected partner.

**How Can You Help Me?** It is your responsibility to bring a list of ten requests you may have of other Professional Members of the Network4M Los Angeles.

**\*IMPORTANT** -You must print and completely fill out a Network4M Los Angeles Professional Request Form in order to make a request in a Professional negotiation session with another Professional Member. (Request Forms are available on our website.) Professional Members are not permitted to make requests off the cuff without first preparing their Network4M Los Angeles Request Form prior to attending a meeting of the Network4M Los Angeles.

You will receive one professional favor per month from a randomly selected partner. You will not necessarily be paired with a peer from your field. You must include a few broader, but equally beneficial requests in your list. For example, professional musicians and actors may both benefit from similar entertainment representation connections.

At the beginning of each official meeting of the Network4M Los Angeles, each Professional Member who wishes to participate in a Professional negotiation session with another Professional Member must hand in their Professional Request Form to the Network4M Los Angeles officials present. Following news, announcements, presentations and guest speakers, the Network 4M Los Angeles officials will shuffle the Professional Request Forms they have received and sort them two by two. The first Professional Member, Member A, will request a favor from the second Professional Member, Member B, the third from the fourth and so on.

During all negotiation sessions, Professional Members must present their partners with their Network4M Los Angeles Membership Cards and verbally inform them of their actual name and occupation prior to entering into any agreements.

**How Can I Help You?** It is also your responsibility to fulfill one other Professional Member's professional favor request. You will compose and sign a 100-word summary agreement of your plans and their expectations on a Network4M Los Angeles Professional Agreement Form during a 20-30 minute consultation with your partner. All agreements must be fulfilled before the next meeting of the Network4M Los Angeles or the obligated partner will be expelled. If you are unable to oblige any of your partner's ten

requests and cannot reach an agreement, you will receive a warning. If you are unable to do so twice, you will be suspended from the Network4M Los Angeles for 90 days.

Once the first Professional negotiation session is completed, all Professional Members who have requested professional favors (Member A's) will hand in their Professional Agreement Forms to the Network 4M Los Angeles officials present. Then the officials will once again shuffle and sort the forms two by two. Member B of the first form will then request a professional favor of Member A of the second form and Member B of the second form will then request a favor of Member A of the first form, and so on with the third and fourth, fifth and sixth, etc.

Once the second Professional negotiation session is completed, all Professional Members who have requested professional favors (Member A's) will hand in their Professional Agreement Forms to the Network 4M Los Angeles officials present.

If any Professional Member requests a professional favor in the first Professional negotiation session and does not remain at the meeting for the second Professional negotiation session when another Professional Member will request a professional favor from them, he or she shall be expelled from the Network4M Los Angeles.

Both participants of the agreement are obligated to fulfill their agreement regardless of who is requesting and who is performing the favor. Either participant may be expelled for breaking the agreement. This rule is in place in order to prevent "flaking" on the part of the favor recipient that may make it difficult or impossible for the favor performer to fulfill their part of the agreement.

Part of all Network4M Los Angeles Professional Agreements will be the inclusion of required weekly email communication every Monday until the following meeting by both parties that is carbon copied or forwarded to [agreements@network4mla.com](mailto:agreements@network4mla.com). If you will be unable to fulfill this part of the agreement due to travel, please do not participate in a professional negotiation session at the monthly meeting prior to your departure. You will be expelled for failure to fulfill this mandatory part or any other part of every agreement into which you enter.

Once you have completed and signed your Professional Agreement Form using only your Network4M Los Angeles User Names, you will submit it to the Network4M Los Angeles officials present at the meeting. We will send you an electronic copy to your email on file within one week of the meeting during which the agreement was created.

It is each Professional Member's duty to notify the Network4M Los Angeles of any breach of contract. We will not monitor the progress and completion of your agreements. Weekly emails between Professional Members regarding their Professional Agreements must be forwarded or copied to [agreements@network4mla.com](mailto:agreements@network4mla.com). This will provide evidence in case of complaint filings.

If your contract has been breached and you wish to file a complaint in order to expel the guilty party, please click on the “File A Complaint” link at the bottom of the “Contact” page of [www.network4mla.com](http://www.network4mla.com) and enter your user name and password. Upon receipt of your complaint, we will begin an investigation of your complaint. If your complaint is valid, the guilty party will be banned from the Network4M Los Angeles permanently. You may not file a complaint sooner than 30 days after the date of your agreement.

If you lose your Network4M Los Angeles Membership Card, you must send a \$25.00 replacement fee to:

The Network4M Los Angeles  
287 S. Robertson Blvd. Ste. 479  
Beverly Hills, CA 90211

### **Fraud Prevention**

Although the Network4M Los Angeles diligently strives to prevent all forms of misrepresentation, it is the sole responsibility of each member of the Network4M Los Angeles, following each meeting, to personally research and verify, to their own satisfaction, the identity of members with which they have entered into agreement.

### **Other Grounds For Expulsion**

Illegal request or favors are strictly prohibited by the Network4M Los Angeles and shall be grounds for expulsion.

Photography and/or audio or video recording is strictly prohibited at the official monthly meetings of the Network4M Los Angeles and shall be grounds for expulsion. However, it is not prohibited at all other Network4M Los Angeles events.

The solicitation of professional favors from Professional Members by Associate Members of the Network4M Los Angeles is strictly prohibited during official monthly meetings of the Network4M Los Angeles and shall be grounds for expulsion.

A list of expelled members will be provided to our security department and those expelled members will be refused entrance at the door.

Once a member is expelled from the Network4M Los Angeles, he or she may never regain membership.

By agreeing to the Terms of Service for the Network4M Los Angeles, you also agree that all Network4M Los Angeles Professional Agreement Forms used for agreements between Network4M Los Angeles members shall not be considered legal documents and any such agreements shall not be legally binding. Furthermore, you agree that the one and only consequence of breaching these agreements shall be the expulsion of the guilty party from the Network4M Los Angeles and that you will not pursue legal or any other action

against the member of the Network4M Los Angeles with which you entered into said breached agreement or against the Network4M Los Angeles itself.

**Right to Refuse Service.** The Network4M Los Angeles reserves the right, in its sole discretion, to reject, refuse to anyone or to restrict, suspend, or terminate your access to all or any part of the Network4M Los Angeles's Services at any time, for any or no reason, with or without prior notice, and without liability.

**Eligibility.** Use of and Membership in the Network4M Los Angeles's Services is void where prohibited. By using the Network4M Los Angeles's Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the Network4M Los Angeles's Services does not violate any applicable law or regulation.

**Term.** This Agreement shall remain in full force and effect while you participate in the Network4M Los Angeles or are a member. You may terminate your membership at any time. The Network4M Los Angeles may terminate your membership at any time, without warning. Even after membership is terminated, this Agreement will remain in effect.

**Fees.** You acknowledge that the Network4M Los Angeles reserves the right to charge for the Network4M Los Angeles's Services and to change its fee policies from time to time at its discretion. If the Network4M Los Angeles terminates your membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of subscription fees.

**Password.** When you sign up to become a member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another member at any time or to disclose your password to any third party. You agree to notify the Network4M Los Angeles immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

**Non-commercial Use by Members.** The Network4M Los Angeles's Services are for the personal use of members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the Network4M Los Angeles. Illegal and/or unauthorized use of the Network4M Los Angeles's Services, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Network4M Los Angeles Website is prohibited. Appropriate legal action will be taken for any illegal or unauthorized use of the Network4M Los Angeles's Services.

**Member Disputes.** You are solely responsible for your interactions with other the Network4M Los Angeles members. The Network4M Los Angeles reserves the right, but has no obligation, to monitor disputes between you and other members.

**Privacy.** Use of the Network4M Los Angeles's Services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.

**Disclaimers.** The Network4M Los Angeles takes no responsibility for third party advertisements which are posted on the Network4M Los Angeles Website or through the Network4M Los Angeles's Services, nor does it take any responsibility for the goods or services provided by its advertisers. The Network4M Los Angeles is not responsible for the conduct, whether online or offline, of any User of the Network4M Los Angeles's Services. The Network4M Los Angeles assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. The Network4M Los Angeles is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Network4M Los Angeles's Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Network4M Los Angeles's Services. Under no circumstances shall the Network4M Los Angeles be responsible for any loss or damage, including personal injury or death, resulting from use of the Network4M Los Angeles's Services, attendance at a the Network4M Los Angeles event, from any Content posted on or through the Network4M Los Angeles's Services, or from the conduct of any Users of the Network4M Los Angeles's Services, whether online or offline. The Network4M Los Angeles's Services are provided "AS-IS" and as available and the Network4M Los Angeles expressly disclaims any warranty of fitness for a particular purpose or non-infringement. The Network4M Los Angeles cannot guarantee and does not promise any specific results from use of the Network4M Los Angeles's Services.

**Limitation on Liability.** IN NO EVENT SHALL THE NETWORK4M LOS ANGELES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF THE NETWORK4M LOS ANGELES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE NETWORK4M LOS ANGELES'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE NETWORK4M LOS ANGELES FOR THE NETWORK4M LOS ANGELES'S SERVICES DURING THE TERM OF MEMBERSHIP.

**U.S. Export Controls.** Software available in connection with the Network4M Los Angeles's Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Network4M Los Angeles's Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

**Disputes.** If there is any dispute about or involving the Network4M Los Angeles's Services, you agree that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of Los Angeles. Either the Network4M Los Angeles or you may demand that any dispute between the Network4M Los Angeles and you about or involving the Network4M Los Angeles's Services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Los Angeles, California, USA, provided that the foregoing shall not prevent the Network4M Los Angeles from seeking injunctive relief in a court of competent jurisdiction.

**Indemnity.** You agree to indemnify and hold the Network4M Los Angeles, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Network4M Los Angeles's Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any action by you through the Network4M Los Angeles's Services causes the Network4M Los Angeles to be liable to another.

**Other.** This Agreement is accepted upon your use of the Network4M Los Angeles Website or any of the Network4M Los Angeles's Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and the Network4M Los Angeles regarding the use of the Network4M Los Angeles's Services. The failure of the Network4M Los Angeles to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The Network4M Los Angeles is a trademark of the Network4M Los Angeles, Inc. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Please contact us at: [info@network4mla.com](mailto:info@network4mla.com) with any questions regarding this Agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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