

MEMBERSHIP AGREEMENT

This Membership Agreement, (the "Agreement") is made between CritterTown BathHouse, Inc. ("CritterTown"), a Virginia Corporation, and the registering Responsible Member (the "Member"). This Agreement is made because the Member wishes to utilize and CritterTown wishes to provide use of the latter's pet wash facility, supplies, and equipment (all inclusive, the "Facility" or "Facilities") via the Scrub-a-Bud Membership ("Membership"). In this Agreement, the terms "you" and "your" refer to the Member.

Member Acknowledgments.

The Registering Member acknowledges and accepts as part of this Agreement:

1. During Members-Only hours, each member is required to enter their own code for entry. Absolutely no Piggy-backing. Non-members may not enter during Members-Only hours except as a guest accompanying a Member. Members are not permitted to open the door to persons outside unless they are the Member's guest(s).
2. For each Membership account one person, 18 years of age or older, is assigned as the Responsible Member to this agreement.
3. The Member is accountable for the actions of anyone using the Facility on the Member's behalf and with the Member's credentials, including non-member Guests.
4. Cameras are installed throughout the facility and are monitored.
5. The Member agrees that they will not share their login information with non-household occupants.
6. CritterTown will only provide the assigned access code directly to the registered Member via email or text using info already on file.
7. You can cancel this membership at any time, but it cannot be transferred to another person.
8. The Member agrees to leave the area(s) they (and their guest) have used in a sanitary condition suitable for the next person's use.
9. Use = Any one or combination of: bath, rinse, groom, dry, trim.
10. All pets MUST be under the control of a responsible adult AND on a short leash, in a carrier, in a crate, or in your arms when not in the tub or drying area. We understand that some pets are awesome off leash, or you choose not to restrain them. However, to use this Facility, they must be restrained as described above.

Membership, Terms, and Payments.

a. Membership.

Your Membership entitles you to use the Facility until the Membership Expiration Date, or until your membership is terminated by either party, and is created when you execute this Agreement and pay your Fee, defined below. One membership may cover an entire household with multiple users and multiple pets, however the registrant is an individual, at least 18 years of age, to be considered the Responsible Member. The Responsible Member is held accountable for the actions of others using the Facility with the Member's credentials, ensuring those other users understand and adhere to the requirements and rules of the Facility. You may have more than one Membership per household if you choose.

In order to execute this agreement:

In person: the registering member must present a valid photo identification and complete the registration form. You'll receive your membership credentials within 24 hours.

On-line: the registering member must upload a valid photo identification along with the submission of the completed registration form. An invoice will be emailed to the registrant within 24 hours of submission. That invoice must be paid by a credit/debit card issued in the name of the registering member. Once the invoice is paid you will receive your membership credentials within 24 hours.

b. Fee.

The Annual Membership Fee is \$36 (thirty-six dollars) and the Annual Membership Term is September 1st - August 31st. This Membership fee is not a prepayment of any baths. Payment for baths is a separate cost.

The Initial Fee is due upon execution of this Agreement and is based on the length of your Initial membership term, prorated from the date of this agreement through the next August 31st, calculated as 10¢ per day. After the initial year, Your Membership Fee is paid annually, in full, by August 31st. If you have any outstanding invoices they will be included in your renewal invoice and must be paid to renew.

Registrations received between July 1 – August 31 will have the prorated fee plus the full fee for the upcoming year. (Example: July 1 fee is \$42 and covers 14 months)

Your membership fee will be billed by CritterTown to the email you've provided and is due on or before August 31st annually. The Member is responsible for keeping the billing email and all contact information up to date.

c. **Cost to Use the Facility.**

The cost to use the Facility is \$10 per pet, per use. This payment is to be made at the time of your visit using the self-check-out terminal. Available payment methods are credit/debit card or ApplePay. The Member is responsible for ensuring their users' and guests' usage is paid for at the time of use.

Closings.

From time to time, the Facility may partially or fully close and be unavailable for use for reasons including, but not limited to, renovation or repair. CritterTown will make every effort to minimize disruption to members during these periods.

Safe use of Facility and equipment.

You agree to abide by all policies, guidelines, rules, and regulations (together, the "BathHouse Rules") for safe use of the Facility and equipment, including following any verbal or written instructions provided by CritterTown, and not endangering any other member. The BathHouse Rules are subject to change. You acknowledge and agree that there are risks to you and your pet associated with the use of the Facility and being around animals. Each pet custodian is responsible for damage or injury caused to or by the pet in their care. The design of the facility and BathHouse Rules have been established for the safety of all guests. CritterTown BathHouse Inc and its employees will not be held liable for the actions of any person or for the actions of or damage and/or injuries caused by any animal while utilizing the Facility.

You are responsible for cleaning urine and feces left by the pet in your care. Failure to properly clean will result in a \$20 clean-up fee, invoiced to your account and due upon receipt. Willful failure to properly clean may also result in termination of your Membership.

Access Code.

CritterTown will provide the Responsible Member, and only the Responsible Member, a six digit access code which will remain active for the duration of the paid membership term and for all renewals. The code is sent to the email provided at registration (and via text at the member's request) after payment and after agreeing to this contract. In the event of a lost or forgotten access code, at the Member's request, the code may be resent to the email or mobile phone number we have on file. The code will become deactivated upon termination by either party or by non-payment of the membership renewal fee.

Cancellation.

Member's Right to Cancel.

You may cancel this agreement at any time. You may cancel by sending an email to crittertownrva@aol.com from the email you used to register. Access to the facility will end effective the requested date of cancellation. You will receive a prorated refund of unused member fees based on the cancellation date and the actual amount you have paid. If a refund is due to you, CritterTown will make that refund within 15 days of the cancellation date.

CritterTown reserves the right to cancel this Agreement and terminate your Membership or other privileges granted by this Agreement in the event of a Member Default. A Member Default includes (i) your failure to comply with any of the BathHouse Rules and Procedures, verbalized or written; (ii) intentional or negligent misrepresentation of information contained in this Agreement, or; (iii) failure to make timely payment of your obligations under this Agreement. A terminated Member shall remain fully liable to the BathHouse for all Fees and any other expenses payable to the BathHouse.

At its discretion, CritterTown reserves the right to deny a renewal of any membership with written notice to the contact information on file.

Membership is non-transferrable.

MISCELLANEOUS

1. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

2. **Enforcement.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.

3. **Attorneys' Fees.** In the event either party institutes legal proceedings against the other for breach of or interpretation of this Agreement, the party against whom a judgment is entered will pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party at pre-trial, trial and all appellate levels.

4. **Privacy.** CritterTown will not share any contact or personal information about the Member with other members, non-members or any third parties.