

## MEMBERSHIP AGREEMENT

This Membership Agreement, also referred to as “Scrub-a-Bud Membership” (the “Agreement”) is made between CritterTown BathHouse, Inc. (“CrittterTown”), a Virginia Corporation, and the undersigned 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”). In this Agreement, the terms “you” and “your” refer to the Member.

### Member Acknowledgments.

The undersigned acknowledges and accepts as part of this Agreement:

1. For each Membership account one person, 18+, is assigned as the Responsible Member and Signee to this agreement.
2. The Responsible 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.
3. 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.
4. If you have forfeited your bath count in lieu of paying the first year Scrub-a-Bud membership fee and subsequently cancel your Scrub-a-Bud membership you will not get your bath count back. The frequent bather 11<sup>th</sup> bath program is ending.
5. Cameras are installed throughout the facility and are monitored.
6. The Member agrees that they will not share their login information with non-household members.
7. CritterTown will only provide the assigned access code directly to the Responsible Member.
8. You can cancel this membership at any time but it cannot be transferred to another person.
9. 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.
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, Term, and Payment.

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 undersigned is an individual, at least 18 years of age, to be considered the Responsible Member, held accountable for this agreement, as well as the actions of others using the Facility with their membership credentials, and the only individual authorized to act on behalf of this agreement. You may have more than one Membership per household if you choose. A copy of a photo Identification of the Responsible Member is required on file.

b. Fee.

CritterTown’s Annual Membership Fee is \$36 (thirty six dollars) and CritterTown’s Annual Membership Term is September 1<sup>st</sup> - August 31<sup>st</sup>. Your Initial Fee is due upon execution of this Agreement, paid in one lump sum and is based on the length of your Initial year membership, prorated from the date of this agreement through the next August 31<sup>st</sup>, calculated as \$3 per whole month, or .10¢ per day. After the initial year, Your Membership Fee is paid annually in one lump sum. Your membership fee will be billed by CritterTown to the email or mobile phone number you’ve provided, is and due on or before August 31<sup>st</sup> annually. The Member is responsible for keeping updated the billing email and all contact information.

## **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.

## **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 contract term and for all renewals. It will become deactivated upon termination by either party or by a non-payment of the membership renewal fee.

## **Cancellation.**

### **Member's Right to Cancel.**

You may cancel this agreement at any time. 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 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.

Membership is non-transferrable.

## **MISCELLANEOUS**

1. Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.
3. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
4. 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.
5. 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.
6. Privacy. CritterTown will not share any contact or personal information about the Member with other members, non-members or any third parties.