

Monthly Pass Program Agreement

This Monthly Pass Program Agreement is entered into between you and San Antonio Zoo. As used in this agreement, "you" refers to the person who signs this agreement below.

By becoming a "member" or part of "membership", a person becomes a member of the Monthly Pass Program.

The initial term of the monthly pass program is 12 months (the "Initial Term"). At the end of the Initial Term, each Pass holder's pass will be renewed as described in more detail below.

1. **Monthly Pass Benefits:** Each holder on a Monthly Pass will receive all of the standard benefits for a member of the San Antonio Zoo in effect at any given time to include unlimited admissions to San Antonio Zoo whenever it is open to the public, the "Bring A Friend" free tickets, discounts, and various other benefits as described on San Antonio Zoo's monthly pass section of the webpage for a basic membership pass. Some monthly pass benefits may be available on a first come, first serve basis with limited supplies and capacity. Monthly pass benefits are subject to change without notice.
2. **Payment Method and Authorization to Bill:**
 - A. During the sign-up process you will designate an available payment method to be accessed by the San Antonio Zoo to pay amounts you owe under this agreement. That payment method (or any other available payment method you designate in the future) is referred to as your "Card" in this agreement. You authorize San Antonio Zoo (1) to charge your Card today for the first monthly payment for the monthly pass of all pass holders and related taxes and processing fees, and (2) to charge your Card each month thereafter for the monthly payment amount for the monthly pass of all pass holders, for as long as the monthly pass is in effect. You also authorize San Antonio Zoo to charge your Card for all future fees and charges incurred by any pass holder under this agreement, including Termination Fees, Deactivation Fees, and other amounts you are required to pay under this agreement. San Antonio Zoo will charge your Card on or about the end of each month.
 - B. You are responsible for payment of your monthly pass payments and all other amounts you owe under this agreement. If San Antonio Zoo is unable to obtain payment the first time San Antonio Zoo attempts to charge your Card, San Antonio Zoo may attempt to charge your card until payment in full is received. It is your responsibility to ensure that the Card you designate is valid at all times and has not expired. If funds available through your Card are not sufficient to cover any payment when due, you are responsible for providing San Antonio Zoo access to another acceptable payment method to pay the full amount due. YOU ACKNOWLEDGE THAT, IF ANY PAYMENT BY CARD IS NOT COMPLETED (OR IS REVERSED) AT ANY TIME DURING THE TERM OF THIS AGREEMENT, YOUR MONTHLY PASS IS SUSPENDED AND YOU WILL BE REFUSED ADMISSION TO SAN ANTONIO ZOO OR ACCESS TO YOUR OTHER BENEFITS PURSUANT TO THE TERMS OF THIS AGREEMENT UNTIL THE AMOUNT YOU OWE AND A \$10.00 PER PERSON NONREFUNDABLE DEACTIVATION FEE IS PAID. You may change or update the Card you designate as your payment method at any time by contacting a Guest Relations representative at information@sazoo.org or 210-734-7184 at least 10 days before the payment due date. Failure to use the monthly pass or your pass holder benefits does not

relieve you of responsibility for payment. In addition, regardless of the number of times a monthly pass is used, there are no refunds on amounts paid on any monthly pass.

3. **Debit Card Special Provisions:** You authorize San Antonio Zoo to charge your debit card each month as indicated above and in this section. You are entitled to receive notice at least 10 days before your debit card is charged if the amount of the charge will be different than the amount of the monthly pass payments for all pass holders.
4. **Initial Term; Changes in the Price of Your Monthly pass:** The monthly pass payment will not change during the Initial Term. You agree that San Antonio Zoo may change your monthly pass payments any time after the expiration of the Initial Term. San Antonio Zoo will give you notice of any change in your monthly pass payments before the new payment amount goes into effect, by sending a notice to the e-mail address you provide. (At San Antonio Zoo's option, San Antonio Zoo also may mail a notice to you.) If you do not wish to continue your monthly pass at the new payment amount, you must cancel your monthly pass as described in the Cancellation Procedure below. When the new payment amount goes into effect, San Antonio Zoo will charge your Card for the new monthly pass payments of all pass holders, unless you cancel according to the terms of this agreement. You acknowledge that your monthly pass payments may be different from others' monthly pass payments because of discounts or promotions offered to others for which you may not be eligible or which are not available at the time you sign up.
5. **Cancellation Procedure:** Monthly pass may not be cancelled during the Initial Term. After the Initial Term, your monthly pass in this program renews each month until you cancel it. If you want to cancel, you must give notice of cancellation at least 30 days prior to the date of the last monthly pass payment you will make. (For example, if your monthly pass payments are due on the 30th day of each month, and want your last monthly pass payment to be made on April 30, you must cancel your monthly pass no later than March 31.) Any cancellation notice should be delivered to San Antonio Zoo by email information@sazoo.org or send a letter to Guest Relations Department, San Antonio Zoo, 3903 N. St Mary's Street, San Antonio, TX 78212. Monthly pass may not be cancelled by telephone, fax, or in-person at San Antonio Zoo. Monthly pass may only be cancelled as described in this section.
6. **Termination Fee.** YOU UNDERSTAND THAT YOU ARE NOT PERMITTED TO CANCEL YOUR MONTHLY PASS UNTIL THE END OF THE INITIAL TERM. If the monthly pass of any pass holder is cancelled or revoked prior to the end of the Initial Term, you agree to pay a Termination Fee equal to the aggregate amount of the remaining monthly pass payments that would be due for that monthly pass from the date of cancellation or revocation until the end of the Initial Term. The Termination Fee will be charged to your Card. You are still required to pay all obligations incurred pursuant to your monthly pass prior to the effective date of cancellation or revocation.
7. **Suspension of Monthly pass.** San Antonio Zoo may suspend monthly passes under these circumstances:
 - A. If San Antonio Zoo is unable to successfully charge your Card for monthly pass payments and other amounts you owe at the time they are due, and you do not pay the amounts due in some other way within 10 days following notice to you that the charge has been denied, then all pass holders' San Antonio Zoo monthly passes associate with the Monthly

Pass will be deactivated and the pass holders will no longer have access to San Antonio Zoo or any other San Antonio Zoo properties. If your monthly pass is suspended due to failure to pay amounts owed, if you pay all monthly pass payments and other amounts that are due (including the Deactivation Fees) before your next payment is due your monthly pass will be immediately reinstated.

B. If any pass holder is suspected of violating any provision of this Agreement, any of the monthly pass terms and conditions, or any other rules, regulations, or policies of San Antonio Zoo or San Antonio Zoo's properties, San Antonio Zoo may suspend the monthly pass of such pass holder and deny that pass holder access to San Antonio Zoo or any other San Antonio Zoo properties while the alleged violation is investigated. Upon conclusion of the investigation and depending upon the findings of such investigation, San Antonio Zoo may either choose to reinstate the suspended Monthly Pass or immediately revoke such Pass holder's monthly pass.

C. If a Monthly Pass is suspended. You agree to pay a Deactivation Fee of \$10.00 for each pass holder's monthly pass that is suspended, to defray the administrative costs incurred by San Antonio Zoo in connection with the suspension of the Monthly Pass and deactivation of the Monthly Passes. During the suspension San Antonio Zoo will continue to collect all amounts due under this Agreement, including the monthly payments for the Monthly Pass that has been suspended.

8. Revocation of Monthly Pass. When a monthly pass is revoked, the affected monthly pass is permanently deactivated and the affected pass holder is no longer eligible to receive any benefits of monthly pass. San Antonio Zoo may revoke monthly pass under the following circumstances:

A. If you fail to pay monthly pass payments and other amounts you owe at the time they are due for more than 30 days (i.e., after you miss two monthly payments) your monthly pass will be revoked.

B. Monthly pass may be revoked for cause, including but not limited to, if a pass holder uses a monthly pass for commercial purposes, or engages in an activity which San Antonio Zoo, in its sole discretion, deems improper, including without limitation, stealing, fighting, or disorderly behavior at San Antonio Zoo' properties, or San Antonio Zoo determines that you or any pass holder violated any provision of this agreement, any of the monthly pass terms and conditions, or any other rules, regulations, or policies of San Antonio Zoo or San Antonio Zoo' properties. If monthly passes revoked, you will be billed for any amounts that are due plus any costs (including reasonable attorney's fees) incurred by San Antonio Zoo in attempting to collect amounts due or otherwise enforcing this agreement. If monthly pass is revoked during the Minimum Term, you will pay a \$10.00 Termination Fee for each revoked monthly pass as described above. San Antonio Zoo may charge your Card for any Termination Fee or other amounts owed. If any monthly pass is revoked, you will not be entitled to a refund for the specific monthly pass that are revoked. **Processing Fee:** If you signed up for a monthly pass program that required you to provide a processing fee you agree to all of the following: (1) You will not receive a full refund of your processing fee after the monthly pass of all pass holders are cancelled (2) You may not apply your processing fee towards outstanding or future monthly pass fees or collection costs.

9. DISPUTE RESOLUTION BY BINDING ARBITRATION: EXCEPT AS EXPRESSLY NOTED BELOW, ANY DISPUTE BETWEEN YOU OR ANY OTHER PASS HOLDER AND SAN ANTONIO ZOO ARISING UNDER, OUT OF, IN CONNECTION WITH, OR IN RELATION TO THIS AGREEMENT MUST BE SUBMITTED TO BINDING ARBITRATION UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT. The dispute must be arbitrated in accordance with the then current rules and procedures cited below and under the auspices of the American Arbitration Association ("AAA"),

except to the extent the rules and procedures are modified by this Agreement. A dispute or claim relating to personal injury or other similar claims arising out of or in connection with an accident or claimed physical injury at San Antonio Zoo are expressly excluded from this arbitration provision and the terms hereof. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to San Antonio Zoo should be addressed to: Guest Experience, San Antonio Zoo, 3903 N. St Mary's Street, San Antonio, TX 78212 (the "Notice Address"). If San Antonio Zoo and the affected pass holders do not reach an agreement to resolve the dispute within 30 days after the Notice is received, either party may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by either party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or San Antonio Zoo is entitled. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA (the "AAA Rules"), as modified by this Agreement, and will be administered by the AAA. The AAA rules are available on line at www.adr.org. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU (FOR YOURSELF AND EACH OTHER PASS HOLDER) AND SAN ANTONIO ZOO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS PASS HOLDER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless all parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, joint, or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitration shall take place in the locale of San Antonio Zoo to which your monthly pass relates, unless otherwise agreed by the parties. Except as may be required by law, neither a Pass holder nor an arbitrator may disclose the existence, content, or results of any arbitration under this section without the prior written consent of all parties. Except as otherwise provided for herein, San Antonio Zoo will be responsible for paying any arbitration filing fees or fees required in order to obtain a hearing (or documentary submission) of the claim under the applicable rules to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state where San Antonio Zoo is located. If, however, the arbitrator finds that either the substance of a Pass holder's claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse San Antonio Zoo for all monies previously disbursed by it that are otherwise the Pass holder's obligation to pay under the AAA Rules. Except for the enforcement process described below, the decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator is bound by the terms of this agreement. The arbitrator will have no authority or power to: (i) stay the effectiveness of any pending termination of this agreement; (ii) assess punitive or exemplary damages; or (iii) make any award that extends, modifies or suspends any lawful term of this agreement or any reasonable standard of business performance set by San Antonio Zoo. The arbitrator must also follow the applicable law and may not disregard the law based on principles of justice or equity which are not a specific part of the applicable law. If a Pass holder is the prevailing party in any arbitration under this agreement, that Pass holder will be entitled to recover the Pass holder's reasonable attorneys' fees and costs, however if such Pass holder has the right to attorneys' fees under any other applicable law, the Pass holder is not entitled to duplicative awards of attorneys' fees or costs. A judgment may be entered upon the arbitration award and enforced in accordance with the Federal Arbitration Act and applicable rules of arbitration. You (for yourself and each other Pass holder) and San Antonio Zoo irrevocably waive any right to a jury trial.

- 10. Miscellaneous:** You further agree that: (1) By providing information San Antonio Zoo requests, you agree that San Antonio Zoo may contact you via mail, phone or email notifying you about your

account, offers and events; and you further agree that any debt collection agency or attorney hired by San Antonio Zoo may contact you by the same means in an effort to recover any unpaid portion of your obligation incurred hereunder; (2) San Antonio Zoo may transfer this Agreement at any time, but you may not sell your monthly pass or transfer this agreement; (3) San Antonio Zoo may delay or waive enforcement of any of the provisions of this agreement, including your promise to make timely payments, without losing its right to enforce the same or any other provision later; (4) you waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor; (5) this agreement contains all of the agreements between the parties with respect to the subject matter of this agreement and may not be assigned by you; (6) should any term herein be deemed invalid or unenforceable, the remaining terms shall remain in full force and effect; and (7) you will send any legal notice or other notice or information that you are required by law to provide or deliver to San Antonio Zoo by first-class mail, or by recognized commercial overnight courier, to the following address: Guest Relations, San Antonio Zoo, 3903 N. St Mary's Street, San Antonio, TX 78212.

11. Blackout Dates, Address Changes and Replacements: Depending on the type of monthly pass you purchase, pass holder's may be subject to admission "blackout dates" during which the monthly pass is not valid for admission. Reasonable efforts will be used to post these blackout dates on San Antonio Zoo's website or they will be stated with the monthly pass description. All monthly pass replacements must be done through the Information Center at Outpost Amazonia inside San Antonio Zoo. Address changes can be made either at the Guest Relations Office at the Front of the zoo or are the Information Center at Outpost Amazonia inside San Antonio Zoo. Any address or other contact information changes will not affect the validity of this agreement or this agreement's applicability to your monthly pass.

12. Electronic Purchase Consent: If you use San Antonio Zoo' website or onsite to purchase for your monthly pass, you consent to enter into the monthly pass agreement (which includes your Debit Card Authorization, if you elect to pay with a debit card) electronically, and to receive copies of them and all confirmation, notices, and receipts provided to you under this agreement (collectively, "Documents") electronically. By providing your consent, you confirm that you agree to enter into the transaction electronically and to receive the Documents electronically. If you do not provide your consent, you will not be able to sign up for the monthly pass program. Your consent applies to this agreement, any authorization you give to San Antonio Zoo to charge a debit card, notices of varying debit card transaction amounts, and all other Documents, and does not apply to any other transactions that are not related to monthly pass. You must provide San Antonio Zoo with an e-mail address to use to send Documents to you, and you can change or update your email address at Guest Relations Office or Outpost Amazonia. You can opt out by sending San Antonio Zoo a written statement that you no longer consent to electronic transactions, which must be sent to the following address by first-class mail or recognized commercial courier: Guest Relations, San Antonio Zoo, 3903 N. St Mary's Street, San Antonio, TX 78212. Your withdrawal will not affect the validity of this agreement or your receipt of the Documents. You may ask San Antonio Zoo for a free paper copy of any Document by submitting a written request to the same address. To access and retain Documents and to sign this agreement electronically, you must (1) have access to an Internet service account; (2) be able to view the Documents on your computer; (3) use a browser that supports the HTML 4.0 standard, such as Internet Explorer, Safari, or Mozilla; (4) use Adobe Acrobat version 4.0 and above; (5) be able to receive e-mail at the e-mail address you provide to San Antonio Zoo; and (6) have access to a computer and operating system that can support these functions and software, and that (i) permits you to save files on a storage device for later reference, or (ii) is connected to a printer that will print out information displayed on your Internet browser. You will need at least 1.0 MB of storage space available. NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES

TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT.

Summary of Important Monthly Pass and Cancellation Terms:

- **Your monthly pass continues until cancelled. The Initial Term of the monthly pass is 12 months. You may not cancel during the Initial Term.**
- **Each month San Antonio Zoo will charge your credit card for monthly pass payments for the monthly pass type you have selected. Monthly pass payments may change after the Initial Term. San Antonio Zoo will give you notice, and you will have the opportunity to cancel, before a monthly pass payment change goes into effect. Taxes and government charges may change at any time. A one-time non-refundable processing fee of \$20.00 per person is assessed at the time of registration.**
- **You may cancel after the Initial Term by giving notice at information@sazoo.org You must give notice at least 30 days before the due date of the last monthly pass payment you will make, and your monthly pass will continue for approximately 30 days after you make that payment**
 - *(Ex. If you want your last payment to be at the end of January you must notify information@sazoo.org by January 1 that you want to cancel and last payment taken will be end of January. At that time your membership will process the last payment at the end of January and your membership will expire at the end of February).*

By signing or by clicking "Digitally Sign and Agree" below, you acknowledge that you are at least 18 years old and a resident of the United States. You acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this agreement, and that all such terms were disclosed to you prior to signing.

I ACCEPT THE TERMS OF THIS AGREEMENT.

Electronically Signed and Agreed