

## **BALLER PARK SOCIAL CLUB MEMBERSHIP CONTRACT**

This Membership Contract ("Agreement") is entered into on this [insert date]  
\_\_\_\_\_ by and between Baller Park Social Club ("BPSC",  
located at 9770 SW Shady Lane, Tigard, Oregon, and Member  
Name \_\_\_\_\_] ("Member")

MEMBER ID CARD / DRIVER LICENSE #: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SPONSERING MEMBER: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

MINOR CHILD \_\_\_\_\_

AGE OF CHILD (UNDER 18) \_\_\_\_\_

PET (IF SO LIST)

NAME OF PET: \_\_\_\_\_

AGE (Approximate): \_\_\_\_\_

Car make and model \_\_\_\_\_

Color. \_\_\_\_\_

### **RECITALS:**

Baller Park Social Club is established to provide veterans, women and low-income individuals access to essential shared resources, including but not limited to nightly housing, food discounts, showers, lockers, and opportunities for social rehabilitation within a community-driven and decentralized governance structure. BPSC is committed to promoting dignity, community support, and reintegration for all members.

BPSC aims to provide these resources in compliance with Oregon contract law and other applicable legal statutes. This Agreement sets forth the terms and conditions governing the relationship between BPSC and its members.

## **1. Membership Requirements**

1.1 Membership is open to all individuals meeting eligibility criteria related to veteran status, recovery, domestic violence victim or demonstrated low-income needs.

1.2 Membership is subject to approval by the governance council of BPSC.

1.3 Members must abide by all STATE, COUNTY AND CITY LAWS AND ORDINANCES and the community guidelines and policies outlined in this Agreement and posted throughout Baller Park property.

## **2. Membership Fees, Benefits and Responsibilities**

2.1 Shared Resources: Members are granted access to housing, discounted meals, showers, lockers, laundry facilities and other rehabilitative services.

2.2 Social Rehabilitation: Members are encouraged to participate in and support BPSC community programs aimed at social recovery and reintegration.

2.3 Decentralized Governance: BPSC operates through a participatory governance system where members have the right to attend meetings, propose initiatives, and vote on key community decisions.

- *All memberships are minimum of \$100 to be paid on the 1<sup>st</sup> of every month at or after 11pm directly to \_\_\_\_\_. If a dispute arises those members with the earliest paid membership will gain preference.*
- *Members may use the Park as guest between 11am – 10pm week-days and til 2am Friday and Saturdays. Members areas are available 24 / 7*
  - *Outdoor members areas only!*
- *All members as well as those who bring in guest to the Park are responsible for theirs and their guest behavior. Depending on severity of their guests' actions Members are cautioned their membership may be sanctioned, limited or terminated.*
  - *Severity of undesired actions and consequence thereof is at the sole discretion of Baller Park staff and who offense is directed. The reputation of Baller Park in the community is the utmost importance to our longevity and*

*survival. BALLER PARK STAFF AND LEADS will consider the level of severity of the offense and to who the offense was brought upon with PREFERENCIAL TREATMENT in favor and order of.*

- 1. BALLER PARK OWNER AND PARTNERS*
- 2. Baller Park cart vendors*
- 3. Surrounding business and residential community*
- 4. Baller Park customers*
- 5. Baller Park staff and outside counselors*
- 6. "GOLD" members*
- 7. "STANDARD" members*
- 8. Members guest*

### **3. Sleeping Pods and Occupancy**

3.1 Members utilizing sleeping pods or other temporary accommodations understand that they are not provided with exclusive rights to any pod, room, or space on BPSC property at any time.

- Sleeping PODs, indoor kitchen and indoor bathrooms are only to be used by members who have paid and assigned a sleeping POD until check out time.*
- POD rentals are first paid, first served. That night's reservation starts at 7pm and check out is by 11am the following day.*
- Monthly prepaid members may reserve a POD any time after 11am of the day of the reservation.*
- Those with POD reservation must secure assigned POD before 10pm or may forfeit reservation to waiting list. Those wish to be on waiting list is first come first serve after 7pm and must be present to be on the list and available to occupy POD within 15 min. of being assigned.*
- Members who are considered FAMILY STATUS may receive custom*

3.2 Members acknowledge and agree that their use of these accommodations does not establish a tenancy or create a landlord-tenant relationship. BPSC, its staff, owners, and members are not subject to the provisions of Oregon Chapter 90 (Landlord and Tenant Act), as no residential occupancy or tenancy is offered or implied through membership. As stated in ORS 197.746 Transitional housing accommodations (3).

#### **4. Legal Protections and Liability Limitations**

4.1 Non-Liability of Members and Leadership: To the maximum extent permitted by Oregon Revised Statutes (ORS) § 65.369 and related statutes governing nonprofit associations and mutual benefit organizations, neither BPSC leadership nor members shall be personally liable for claims or damages arising from participation in BPSC activities unless due to intentional misconduct or gross negligence.

4.2 Municipal and Law Enforcement Relations: BPSC asserts its right to operate under Oregon's provisions for mutual aid societies. Any attempt by external entities to infringe on BPSC's rights or those of its members will be challenged based on constitutional rights to association and freedom from undue government interference under Oregon law and federal due process protections.

4.3 Waiver and Indemnification: Members agree to waive any liability claims against BPSC, BPSC owner, the property owner, its agents, shareholders, staff, sleeping unit its leads, and other members for injuries, losses, or damages incurred through participation. Members also agree to indemnify and hold harmless BPSC from claims brought by third parties resulting from a member's conduct within the club.

#### **5. Membership Fees and Contributions**

5.1 Membership fees, cost and access of amenities, are listed on website and BPSC ownership or management reserves the right at their sole discretion and may change or waive any fees at anytime, for any MEMBER without prior notice. BPSC may at times determine fees on an individual bases, based on a sliding scale to ensure affordability for all members. Contributions of time, service, or resources may be accepted in lieu of monetary fees (must be agreed to in writing or text beforehand by BPSC representative).

#### **6. Membership Amenities and Limitations**

6.1 Members understand that they are not guaranteed or entitled to cash reimbursement for any amenities or utilities promised or implied.

6.2 BPSC staff will, at their discretion, make their best efforts to satisfy members from any loss of services resulting from incompetence or mistakes by BPSC staff.

#### **7. Term and Termination**

7.1 Membership is valid month to month and may be renewed upon mutual agreement.

7.2 Membership may be terminated by BPSC for any reason at any time at the sole discretion of the BPSC director.

7.3 Upon termination, any deposits, reward points, money, services, or items paid for or promised to the member may be voided at the sole discretion of the BPSC director.

7.4 Members may also terminate their membership without notice.

## **8. Conflict Resolution – NO ATTORNEY FEES AWARDED**

8.1 Disputes between members or between a member and BPSC shall first be addressed through internal mediation.

8.2 If mediation fails, disputes shall be submitted to binding arbitration in accordance with ORS Chapter 36, and all parties agree to be bound by the arbitrator's decision.

8.3 If Members seek resolution through retaining legal counsel, Members agrees that NO ATTORNEY FEES WILL BE AWARDED. Members agree to pay for their own legal costs and cost of any private investigation and research, travel and court fees.

## **9. Privacy and Confidentiality**

9.1 BPSC will maintain the confidentiality of member information, except as required by law or in cases where member conduct endangers others.

9.2 Member agrees they will not retain or share any emails, text messages, recordings, documents or marketing material whether intended or not to share to news media or other Members.

9.3. If Member is to be proven that they were more likely than not to be the source of such information, Member agrees to pay BPSC owners a penalty of \$10,000 per occurrence. Members agrees that BPSC does not have to prove financial loss or injury to BPSC business relations or reputation in order to obtain the award or judgement.

## **10. Security and Safety Monitoring**

10.1 For the safety and security of members and staff, Member agrees to certain locations within BPSC property may be monitored and recorded by video and audio devices.

10.2 Recording devices will be clearly marked and positioned so that private areas such as restrooms, changing rooms, and sleeping areas are not visible.

10.3 Members acknowledge and permit BPSC to use recorded footage as necessary to protect members, staff, and property.

10.4 BPSC intends to use this footage solely for internal purposes, including resolving disputes between members and protecting BPSC from liability.

10.5 BPSC will not share recorded footage with law enforcement, counselors, nonmembers or family unless required by law and supported by warrant or a court order or with written approval of Member. Members have the right to request and inspect any footage that directly pertains to them within 24 hours of making a reasonable request.

## **11. Modifications and Amendments**

11.1 BPSC reserves the right to amend this Agreement without notice to members or approval from the Member or Members governance council. Members will have an opportunity to provide input on any proposed changes but cannot VOID any decision, amendment by BPSC.

## **12. Media Release**

12.1 Members grant BPSC the right to capture and use their image, likeness, and voice in photographs, videos, or other media taken on BPSC property or during BPSC events.

12.2 Members understand that these images and recordings may be used for promotional purposes, including advertisements, marketing materials, and recruiting efforts for new members.

12.3 Members waive any rights to compensation, royalties, or claims arising from the use of their image or likeness in such materials.

## **13. Entire Agreement**

13.1 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, written or oral, related to membership.

#### **14. Severity**

14.1 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

#### **15. Jurisdiction and Venue**

15.1 Any disputes arising under this contract shall be governed by the laws of Oregon and shall be brought exclusively in the Court of Multnomah County.

#### **16. No Employment Relationship**

16.1 Member acknowledges and agrees that any work or services performed in exchange for a reduction or waiver of membership fees by BPSC, their representatives, staff or unit leaders shall not be construed as an offer of employment, nor shall it establish an employer-employee relationship between the Member and BPSC. The Member provides such services on a voluntary basis as part of a trade arrangement and shall not be entitled to wages, benefits, or any other compensation beyond the agreed-upon fee reduction or waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Membership Contract as of the date first above written.

Baller Park Social Club Representative

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Member

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

ODL: \_\_\_\_\_