Park 400 Association, Inc. Membership Agreement

September 24, 2025 Edition

This Membership Agreement, hereinafter referred to as "the Agreement", by and between the Park 400 Association, Inc., hereinafter referred to as the "Association", and the below listed individuals, hereinafter referred as the "New Members" or as "We", whether an individual person or two persons.

Single Party: _				
	Print: First Name	Middle Name	Last Name	
Spouse or				
Domestic				
Partner:				
	Print: First Name	Middle Name	Last Name	
(Writ	e "None" if not applicab	le)		

- **1. Agreement.** We acknowledge that by signing this agreement we have read, understand, and agree to be bound by the terms and conditions of this Agreement.
- **2. The Association.** We acknowledge, understand, and agree that the Park 400 Association is a non-profit corporation (#2-342808-9) of the State of Washington, as described in the Articles of Incorporation, with a purpose to:
- **A.** Administer and manage the operation of the Park 400 Camping Club, an owner-membership Recreational Vehicle (RV) camp site in Copalis Beach, Washington, hereinafter referred to as "the Park".
- **B.** To engage in any other charitable, educational, or scientific activities approved by the corporation's board of Directors.
- **C.** To do any and all things, which are incidental to or conducive to the attainment of the objectives and purposes of the Corporation, in any place whatsoever, and to exercise any and all powers to the full extent authorized and permitted under the applicable laws except those things which would disqualify the corporation from a being a non-profit under section 501(c)(3) of the Internal Revenue Code.

- **4. Governing Documents.** We acknowledge that we have read, understand, and agree to be bound by the current and future governing documents of the Association which are listed below. The current versions of these documents are maintained on the Park 400 Website for viewing and download.
 - A. The Articles of Incorporation
 - **B.** The Park 400 Association Bylaws
 - C. The Park 400 Association Rules, Regulations, and Procedures.
- **5. Governing Body.** We acknowledge and agree to be bound by the decisions of the Association's governing body, The Board of Directors, and to be bound by any decisions made by the members of the Association as a collective body in accordance with the procedures as specified in the governing documents of the Association.
- **6. Membership in the Park 400 Camping Club.** We acknowledge and agree that membership in the Association accords us all the entitlements, privileges, <u>and responsibilities of membership</u> as enumerated in paragraph 2-10 of the Association Bylaws.
- **7. Membership Equity.** We acknowledge and agree that as Members of the Park 400 Association we acquire no ownership, leasehold, easement, or any possessory interest in any camping lots/sites, real property, or any other property whatsoever owned or controlled by the Park 400 Association as per the governing documents. <u>In plain English this means when you become a Member of the Association the only thing you own is your Certificate of Membership; you own no property whatsoever.</u>
- **8.** Allowed use and Maximum Number of Days. We acknowledge and agree that Park 400 Camping Club is intended for short-term and seasonal use on a part-time basis only. The total maximum number of days any member may use the Camping Club is 179 calendar days as measured from 1 January to 31 December in the same calendar year. Members are not allowed to use Park400 Camping Club as their permanent or primary residence or abode. Permanent / primary residence and/or abode is defined as using the Park 400 Camping Club for more than 179 days in one calendar year, as measured from 1 January to 31 December.
- **9. Nature of the Association Volunteerism.** We acknowledge and agree that the Association is an owner-membership organization dependent on the volunteerism of the members to operate, manage, and maintain the Park 400 Camping Club in order to help keep operating costs low. We agree to annually volunteer to serve the Park in a capacity or on a project of our choosing.
- **10. Enforcement of the Bylaws and the Rules, Regulations, and Procedures.** We acknowledge and agree that as members in the Association it is our responsibility to read, understand, and follow the Bylaws and the Rules, Regulations, and Procedures. Furthermore, we agree that members are the primary rule enforcement mechanism of the Association and when we observe any rule violation by other members, we will address that violation directly with the violating member to rectify the situation. Only after discussing a violation with the offending party and having an unsatisfactory resolution will we bring a Bylaw or an R, R, & P violation to the attention of the Board of Directors for adjudication.

- **11. Membership Dues.** We acknowledge and agree that membership dues must be paid on either an annual or quarterly basis, as we desire. If paid annually membership dues are due on 1 January. If paid quarterly, membership dues are due on the first day of each quarter (January, April, July, and October). Dues are late if payment is not received by the Association Treasurer by the 20th day of the month they are due and will incur late fees.
- **12. Electrical Bill.** We acknowledge and agree that electricity usage is billed based on consumption, per quarter, per assigned camping lot. Payment is due on the first of January, April, July, and October for the previous three months usage. Payments are late if payment is not received by the Association Treasurer by the 20th day of the month they are due and will incur late fees.
- **13. Other Monies Due.** We acknowledged and agree that any other monies due (e.g. fees, fines, assessments, etc..) are due on the first of January, April, July, and October. Payments are late if payment is not received by the Association Treasurer by the 20th day of the month they are due and will incur late fees.
- **14. Quarterly Billing Statements**. We acknowledge and agree that quarterly billing statements are mailed out in March, June, September and December, typically around the 10th of the month. We further acknowledge and agree to pay all monies due by the 20th of the month they are due in. We also acknowledge and agree that we still owe payments even if we do not receive a quarterly billing statement.
- **15. Dissolution of the Association.** We acknowledge that we understand and agree that if / upon dissolution of the Association, after paying all liabilities of the corporation, any remaining assets will be distributed exclusively to charitable, educational, religious, or scientific organizations that qualify as exempt organizations under section 501 (c0 (3) of the Internal Revenue Code.
- **16. Member Contact Information.** We acknowledge and agree to ensure that we provide and maintain our current contact information, which consists of our legal names, current postal mailing address, current email address (if we have an email address), and current phone number to the Association. Further, we acknowledge and agree that we are responsible for any and all fees, fines, and any other consequences of not ensuring that our current contact information is on file with the Association.
- **17. Official information Sources of the Association**. We acknowledge and agree that the official information sources of the Association are the Association's Website (Park400.org/com/net); the Association's Newsletter; written correspondence with the Board of Directors (includes email and mailed flyers); and official announcements made by the Board of Directors or their duly appointed representatives.
- **18. Privacy.** We acknowledge and agree that the Association shall not sell or rent Member's personal information to third parties without the Member's explicit consent. The Association shall store and process Member's information on computers located in the United States that are protected by physical as well as technological security devices. However, the Association shall be permitted to access and modify Member's information.

- **19. Indemnity.** We acknowledge and agree to indemnify and hold the Association and its officers, directors, agents, members, and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of our breach of this Agreement or from a member's violation of any law or the rights of a third party.
- **20. Release.** We acknowledge and agree that if we have a dispute with one or more Members, we shall release the Association and its officers, directors, agents, and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
- **21. Arbitration.** We acknowledge and agree that any dispute arising under this Agreement shall be resolved under the commercial arbitration rules of the American Arbitration Association.
- **22. Limitation of Liability.** We acknowledge and agree not to hold the Association responsible or liable for other Member's actions or inactions.

By signing this agreement, we acknowledge, understand, and agree to the terms of this Agreement. We also agree that any falsification of this Membership Agreement is grounds for immediate membership termination for cause.

Effective Date:		
Single Party Signature:	 	
Spouse or Domestic		
Partner Signature:		