

4-SPC Club Membership Agreement

Please **READ** the following questions **CAREFULLY** and initial where required.

By applying for membership at 4-SPC, you hereby acknowledge and agree to the following terms and conditions:

1. 4-SPC is a BYOB (Bring Your Own Bottle) facility and being a BYOB facility we do not provide and will not sell ANY alcohol product to anyone under any circumstances.

_____ Initials HIM _____ Initials HER

2. 4-SPC is a lifestyle club and being a lifestyle club, you MAY be subjected to nudity and adult sexual interaction in a private setting. You hereby agree that this DOES NOT OFFEND you in any way.

_____ Initials HIM _____ Initials HER

3. 4-SPC has a "Zero-Tolerance" policy as it pertains to illegal/illicit drugs. If you are caught selling, buying, distributing, using or asking for illegal/illicit drugs at any 4-SPC event, you will forfeit any fees and/or membership dues you may have paid as well as being permanently banned from the Club and you may be reported to local law enforcement.

_____ Initials HIM _____ Initials HER

4. 4-SPC does not allow membership to anyone on the Registered Sex Offender List. By initialing here I am stating that I have never committed a Criminal Sex Act and am not, nor ever been on any Registered Sex Offender List.

_____ Initials HIM _____ Initials HER

4-SPC is a private association created to further the free practice of an alternative lifestyle of like-minded individuals. We meet anywhere from 2 to 3 times per MONTH in a private BYOB members only social club. 4-SPC is open to couples (a committed male/female couple) and single males/females over the age of 21 only. A limited number of single men and women may be allowed to apply as members.

There is a dress code in effect; you must be properly dressed in ALL public areas of the club hotels. The management reserves the right to determine, in its sole judgment, what is and what is not acceptable dress. We ask that you behave responsibly with your alcoholic consumption. If not, we reserve the right to ask you to leave the club.

There is also a zero tolerance with illegal drugs. If you are seen using or possessing any illegal drugs in or around the club, you will be asked to leave, forfeit your membership and you may be reported to local law enforcement.

No cameras, camera phones or recording devices of any kind are allowed within the premises of any club function without the consent of 4-SPC. Any violation of this rule may result in the seizure of the equipment and criminal trespass charges may be filed against the offender(s).

Membership in 4-SPC does not guarantee you the right to enter the club whenever you wish. At certain times, the occupancy level may be reached which prevents the admission of any more members. In addition, we may hold functions for private groups and prevent your use of the facilities therein. 4-SPC reserves the right to refuse entrance to the club and/or deny and/or cancel membership for any member at any time for any reason that 4-SPC sees fit without a refund or fees.

_____ Printed Name – His	_____ Printed Name – Hers	
_____ Date of Birth – His	_____ Date of Birth – Hers	
_____ E-Mail Address	_____ Profile/Screen Name	
_____ Web Site Most Used	_____ Couple – Single Female – Single Male	
_____ OFFICE USE Membership Number/ID	_____ Approved Date	_____ Denied/Banned Date

1. **Representation of Good Faith** . We represent that we approach 4-SPC and its affiliate groups, members and attendees (the “beneficiaries”) in a sincere desire to experience and possibly participate in the lifestyle of its members, intending no harm, interference or disruption to the organization or to the lives of any who adhere to its precepts. In consideration of being permitted to attend an event sponsored by 4-SPC, we agree as follows.
2. **Protection of Privacy** . We recognize that the philosophy of 4-SPC is controversial to some, and that activities conducted in pursuance of it are also, and we respect the privacy of the beneficiaries, including but not limited to the following:
 - (a) we will not divulge the identity of anyone as a member of 4-SPC to anyone outside 4-SPC without their permission;
 - (b) we will not discuss or disclose any of our experiences in 4-SPC with anyone outside 4-SPC without the permission of 4-SPC except that we may discuss our experiences in a way which does not permit the beneficiaries to be identified;
 - (c) we will not disclose the location of any place where we have attended any activities of 4-SPC without the consent of 4-SPC. We are not offended by nudity or sexual interaction in our presence in private settings.
3. **Provision as to Police Officers and Other Agents** . 4-SPC understands that police have a duty to enforce laws and to investigate suspected violations of them, but that the U.S. Constitution and the laws of the State of Missouri or the State of Arkansas limit the rights of officers to do certain things without consent. We warrant that, if we are police officers or government agents of any kind, we are present at any 4-SPC events only in our private, individual capacities. We warrant that, if the foregoing statement should prove to be false, we are investigating any of the beneficiaries without disclosing our official capacity or purpose, and that our presence on any 4-SPC premises, or those of its affiliates or members, is an entry into private premises without consent, in violation of the 4th Amendment to the U.S. Constitution; we further warrant that we are here at the direction of our employers and are acting within the scope of our employment.
 - (a) We stipulate that an appropriate amount of liquidated damages for the illegal taking of evidence which results in legal process, civil or criminal, against any of the beneficiaries is five dollars times the number of residents in to the county in which the violation occurred, which reflects a reasonable estimate of probable compensatory damages for loss of privacy, including humiliation, emotional distress, necessity to pay legal fees, loss of employment or advancement, and other injuries, the amount of which is uncertain. This amount shall be awarded to each beneficiary against whom civil or criminal process is brought, including execution of search warrant.
 - (b) If no process is executed but evidence is gathered, the amount shall be two and one-half dollars times the number of county residents, awardable to each beneficiary named or described by the evidence, we acknowledge that 4-SPC and all beneficiaries are affected to some degree by a violation of this subparagraph, consisting of a loss of privacy and a fear that unwarranted charges will someday be brought. A final award under this subparagraph shall not prevent a subsequent proceeding if charges are thereafter filed against a beneficiary, but the first award shall be an offset against the later award.
4. **Provision as to Members of the Press** . We represent that, if we are members of the press (including television or radio), we are present at any 4-SPC event only in our private, individual capacities. We warrant that, if the foregoing statement proves to be false, we are here at the direction of our employers and are acting within the scope of our employment; that we are violating the rights of the beneficiaries to privacy, under common law and the laws of the State of Missouri or the State of Arkansas; and that an appropriate amount of liquidated damages for any published report made which portrays or describes the activities of any beneficiary is ten dollars times the number of readers or viewers of any medium which publishes the report, which reflects a reasonable estimate of probable compensatory damages for loss of privacy, including humiliation, emotional distress, necessity to pay legal fees, loss of employment or advancement, and other injuries, the amount of which is uncertain. This amount shall be awarded to each beneficiary named in the report or described in such a way as to permit identification of the beneficiary by application of the description to publicly available information.

5. **Indemnity: Applies to All** . We agree to indemnify and hold harmless the beneficiaries for any harm resulting from our violation of this Agreement. If we knowingly give information to a journalist or law enforcement officer, we are liable
 - (a) under the terms of paragraphs 3 and 4 and the beneficiaries may elect liquidated damages under either of those paragraphs which applies; or
 - (b) the indemnification provision of this paragraph, in order to establish the amount of awardable damages. The measure of damages for purposes of indemnification shall be the same as in an action sounding in tort for invasion of privacy, plus any lost wages resulting from loss of employment due to a violation of this Agreement. The beneficiaries are entitled to reasonable attorneys' fees, both for the enforcement of this Agreement and for the prosecution or defense by the beneficiaries of any other legal action initiated as a consequence of our breaching this Agreement. The pursuit of any other remedy, including tort, is permitted in addition to the above provisions.

6. **Notice of Compelled or Requested Testimony** . We agree to notify 4-SPC immediately upon receiving information that either of us will be required or requested to give evidence to any public official or court in any matter relating to 4-SPC. We agree to assert all available privileges, including this Agreement, and not to give such evidence unless compelled by a court. (Remember, you can politely say NO to a police officer requesting a statement. It's your right.)

7. **Rights Among Beneficiaries** . 4-SPC is an indispensable party to any proceeding to redress a violation of this Agreement. Because the interests of 4-SPC are invariable involved in any such violation, and because 4-SPC assists in the bringing of such proceedings, 4-SPC shall be entitled to 25% of the monetary award of any other beneficiary in any such proceeding.

8. **Duration and Limitations** . This Agreement shall continue in force and apply to all attended events and communications between beneficiaries. The period of limitations for any violation of this Agreement, including representations and warranties, shall not commence as to a beneficiary until that beneficiary receives actual knowledge of violation, and shall not be less than four years wherever an action under this Agreement is brought.

By signing below, you do hereby agree to all membership rules and requirements and upon final receipt of payment for membership fees, you understand that all fees paid are NONREFUNDABLE under ALL circumstances.

Dated this _____ day of _____, 20_____.

X _____
Signature – HIS

X _____
Signature – HERS