

CONCORD POLICE ASSOCIATION

LIVE FIRE SHOOT HOUSE AGREEMENT

This Live Fire Shoot House Agreement (“Agreement”) is entered into by the parties below and effective as stated in the following terms and conditions.

Shoot House Owner/Location: Concord Police Association
5060 Avila Road
Concord, CA 94520
925-676-8298

Shoot House User: _____

Billing Address: _____

Billing e-mail: _____

Phone: _____

Authorized Contact: _____

Date: _____

Purpose: _____

Terms and Conditions

1. Shoot house use is limited to the purpose set forth above for the authorized employees, students or guests of User. Your rental and use of the shoot house facilities are nonexclusive to the CPA’s use of the remainder of the facilities, including but not limited to, the range, weight room, swimming pool, and multipurpose building.
2. User will be provided access via a unique secure access code or key fob or an access code/fob combination to the CPA facilities which shall not be duplicated or shared with anyone other than User’s employees or agents. User agrees to the terms and conditions of the “Key Fob / Access Code Acknowledgement” attached hereto as Exhibit A which are integrated into this Agreement.
3. The fee identified hereinabove represents a daily charge to be paid by User. The fee is due ten days in advance of the scheduled date as set forth hereinabove, or as decided by

the CPA in advance. Failure to pay the fee in a timely manner terminates CPA's obligation to provide the facility on the date set forth hereinabove. User acknowledges that in lieu of a daily fee, User will pay the CPA **\$95 per hour** as may be authorized in advance by the CPA. The fee paid by User is nonrefundable in the event of a cancellation unless twenty-four hours notice is provided by email or phone call in advance of such cancellation. Failure to provide twenty-four hours notice will result in the fee being nonrefundable.

4. Other CPA facilities are not included in this Agreement. If User desires to use other facilities, a separate agreement must be signed. The parties specifically acknowledge that the CPA has on the premises a range that facility is **NOT INCLUDED** as part of this agreement. Moreover, unless User expressly agrees in writing pursuant a separate agreement to use the range, User acknowledges that none of its authorized employees, students, guests or other representatives, agents or instructors are in any way permitted to utilize the range.
5. User must supply a qualified Range Master to be present at all times and control all live firing exercises. If for any reason an acceptable Range Master is not present, no live firing exercises may proceed under any circumstances. The Range Master shall possess a P.O.S.T., N.R.A Range Master certificate and/or Federal Law Enforcement Training Center (FLETC) Certification as identified at the end of this section 5 below or shall be otherwise approved by the CPA prior to the use date. The Range Master or certified instructor shall provide evidence to the CPA that he/she is familiar with the utilization of live fire shoot houses and the safety precautions which must be adhered to relative to the use of that facility. CPA may require evidence of attendance and successful completion at a course or training facility certifying that the Range Master or instructor has received sufficient training in the use of live fire shoot houses.

Range Master Certification(s) required:

_____ P.O.S.T.

_____ N.R.A

_____ Federal Law Enforcement Training Center (FLETC) Certification

User Initials: _____

6. User must provide, at User's expense, and use only lead free, frangible, pistol caliber ammunition or paint marking cartridges. No other ammunition shall be used in, on or around the shoot house. User acknowledges that the use of any ammunition other than that specifically authorized may lead to damage to the shoot house as well as cause injury to individuals participating in or around the shoot house facility.
7. User and Range Master or instructor shall ensure that range safety rules are maintained at all times (see attached rules, Exhibit B). Each Range Master or instructor shall review the shoot house safety rules with each student and participant prior to the beginning of

each training session. All live firing exercises shall be conducted in a safe and responsible manner in order to minimize risks to the shooters and other people using the CPA facilities.

8. User shall police all rounds, targets and/or other debris resulting from User's use of the facilities and dispose of them in the appropriate location.
9. User shall repair, cause to be repaired or pay for repairs to any portion of the shoot house facility which is damaged by the User's negligence or willful misconduct during User's use of the facility excluding damages to target frames (also referred to as the portable "bullet traps") which occur during normal and permitted live firing exercises. This obligation to repair includes repair of damages to the shoot house including but not limited to unauthorized rounds penetrating steel walls, container/range shack, PA system, entry doors or any other property of any type belonging to the CPA.
10. In the event that User enters onto the premises or allows unauthorized individuals to utilize the facilities without specific written agreement to do so, the User, and any third parties acting in conjunction with the User shall be deemed to be trespassers and subject to civil and criminal penalties. The CPA may terminate this Agreement and/or impose a monetary fine. In addition, User and any parties acting at the behest of or in conjunction with User shall be responsible for the full value of fees and costs associated with entry and usage as well as any damages incurred as a result of unauthorized and illegal trespass.
11. The CPA reserves the absolute right, at any time prior to or during your use of the shoot house, to cancel your reservation and to terminate this Agreement in the event of emergency, casualty, physical damage to the facility, or other occurrence which, in the sole discretion of the Concord Police Association Board of Directors, renders the facility unsuitable or unsafe for use by you, or which requires use of the facility for emergency purposes. Such occurrences include, without limitation, any of the following:
 - (a) Fire, flood, earthquake, weather damage or other casualty or act of God, causing physical damage to the Police Association Facility.
 - (b) The making of improvements, alterations or repairs required by law or otherwise necessary to put or maintain the building and facility in a safe and fully functional condition, including unexpected delays in the completion of such repairs, improvements or alterations.
 - (c) Fire, flood, earthquake, weather damage or other casualty or act of God, riots, insurrections, wars which create an emergency situation requiring the use of the Concord Police Association facility as a location for coordination of emergency relief efforts or for housing or storage.

- (d) Power failure, restrictive governmental laws or regulations or other causes beyond the Concord Police Association's reasonable control which render the facility unfit or unsafe for your intended use.

In the event that your reservation and this Agreement are terminated pursuant to these provisions, the CPA shall not be responsible or liable for any direct, indirect, incidental or consequential damages resulting from such termination.

12. User agrees to indemnify, defend, and hold harmless CPA and its officers, directors, members, agents and employees from and against any and all claims, damages and/or liabilities arising from, out of, or in connection with the willful misconduct or negligent use of the CPA range facilities by User and User's employees, agents, invitees, or guests, including but not limited to, attorney's fees and costs. This Agreement to indemnify extends to all claims, damages and/or liabilities of every class, character and description, including but not limited to claims of the CPA, third parties and/or the employees, agents and invitees of User as well as any fines or penalties of any kind imposed against CPA as a result of User's use of the facility. In the event that User is a federal agency, the User liability for indemnity identified in this section is subject to the relevant provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), specifically, but not limited to 28 U.S.C. § 2674.
13. CPA may require User to place or secure a comprehensive general liability insurance policy in minimum amounts of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; property damage \$1,000,000; personal injury, \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Ten days prior to the date of use, if insurance has been required, User shall submit a certificate of insurance evidencing insurance coverage from a bona fide insurance carrier identifying the CPA and its officers, directors, employees and agents as additional insured for purposes of liability coverage set forth herein for use of the facility. Evidence of coverage and the CPA being named as an additional insured shall be subject to the approval of the CPA and its authorized agents and representatives. Evidence of insurance coverage shall not in any way diminish, reduce or eliminate the obligation of User under this agreement to indemnify and hold harmless the CPA. The CPA may waive insurance coverage on proof of adequate self-insurance.

CPA requires insurance pursuant this paragraph in the amount set forth above:

NO X YES

CPA requires insurance pursuant this paragraph in the amount set forth in the attached Exhibit C.

User Initials: _____

14. If any action at law or in equity is commenced to enforce or interpret the terms of this Agreement, the prevailing party to such action shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which he may be entitled. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not such suit proceeds to final judgment. For purposes of this clause, the term "action" shall include any arbitration used as a forum to decide the issues in dispute.
15. Prior to the filing of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to attend non-binding mediation before a mutually agreed upon mediator.
16. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
17. The hearing shall be conducted in Contra Costa County, California. The parties shall be entitled to discovery pursuant to Code of Civil Procedure §1283.05. The parties agree to request a list from one of the following arbitration and/or mediation firms each time a dispute arises: . The parties will each strike a name off the list until only one name remains. The parties will choose who strikes first by flipping a coin. Should the parties fail to obtain a list within 30 days of the dispute arising then an arbitrator will be chosen pursuant to Code of Civil Procedure §1297.115. For any controversy involving amounts of \$100,000 or more, the arbitration panel shall consist of three (3) neutral arbitrators and will be chosen by the manner described above. Should the parties fail to obtain a list within 30 days of the dispute arising then 3 arbitrators will be chosen pursuant to Code of Civil Procedure §1297.113. The parties agree to share the arbitration costs equally. The prevailing party shall be entitled to recover, in addition to any other relief awarded, reasonable attorney's fees and costs including, but not limited to, attorney's fees and costs incurred in any proceeding to confirm or vacate the arbitration award.

Effective Date(s) of Agreement _____

CPA

USER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____