



COWTOWN RANGE USE AGREEMENT

**EFFECTIVE
DATE:** _____

OWNER: Westward Ho Adventures, LLC, an Arizona limited liability company, owns and operates a 78 acre shooting and training facility located at 10402 W. Carefree Highway in Peoria, Arizona, commonly referred to as “Cowtown Range.”

MANAGER: Cowtown Range, LLC, an Arizona limited liability company, is authorized to manage and operate Cowtown Range on behalf of OWNER.

USER: _____ (name of company) a _____ (type of company, e.g. LLC), with its principal place of business located at _____, is an experienced _____ (describe USER’s business) intending to use Cowtown Range for firearms training and shooting for its staff, customers and affiliates.

PREMISES: Subject to the terms and conditions of this Cowtown Range Use Agreement (the “Agreement”) and the Cowtown Range Operations Handbook, USER is authorized to use Cowtown Range shooting bays, shooting platforms, shoot house, and certain other facilities (the “Premises”) on an ad hoc basis for firearms training and shooting. USER has previously toured Cowtown Range and is familiar with the Premises, and is not relying upon MANAGER as to any specific suitability of the Premises for USER’s intended purposes.

USE: USER is aware that the Premises has other users and USER agrees to cooperate and coordinate its activities with the Range Manager and other users, and understands that the safety of all users, customers and invitees of Cowtown Range is the primary consideration at all times. USER further understands that no structure or facility at Cowtown Range may be used without prior written consent from MANAGER.

All use must be scheduled in accordance with, and subject to, all terms and conditions of Exhibit “A” (Scheduling Procedures). USER must attend a Range Safety Orientation brief prior to its first use of Cowtown Range facilities.

TERM: This Agreement will commence on _____ and terminate after a period of one (1) year. MANAGER reserves the right to terminate this Agreement early for any material breach by USER.

FEES: In consideration of the terms and conditions of this Agreement, USER agrees to pay to MANAGER, within three (3) business days of the Effective Date of this Agreement, an annual range fee of \$_____, according to USER's fee election on Exhibit "C" (Annual Fee).

USER also agrees to pay MANAGER ad hoc range use fee rates as listed on Exhibit "B" of this Agreement.

HOURS of OPERATION: Excepting special events, Cowtown Range is open every day of the year and operating hours are 7:30am to 10:00pm (operating hours may be modified during the summer months). Operations after dark must be approved by MANAGER.

INSURANCE: As a condition of its use, USER agrees to supply MANAGER with proof of liability insurance in an amount not less than the below requirements and name MANAGER and OWNER as an additional insured. Certificates evidencing all such policies of insurance must be provided within ten (10) calendar days following the Effective Date.

Commercial General Liability:

Each Occurrence - \$1,000,000
Damage to Rented Premises (Ea. Occur.): \$100,000
Personal & Adv. Injury: \$1,000,000
General Aggregate - \$2,000,000
Products – Comp/Op Agg. - \$2,000,000

Umbrella Liability:

Each Occurrence - \$1,000,000
Aggregate: \$1,000,000

Worker's Compensation:

Per Arizona law

The "Certificate Holder" section on the certificate of insurance must contain the following language: "**Westward Ho Adventures, LLC, 10402 W. Carefree Highway, Peoria, AZ 85383, and Cowtown Range, LLC, 1222 W. Cavedale Drive, Phoenix, AZ 85085**"

ASSUMPTION OF RISK:

It is understood and agreed that USER, as a professional firearms user and/or trainer, and its agents, customers and invitees are using the premises on an "as is" basis and that MANAGER has made no representations with regard to USER's use. USER assumes all risks of all

events, training and firearm activity provided by USER at Cowtown Range.

MANAGER and USER each agree to protect, hold harmless and indemnify the other from and against any and all claims or damages arising out of the willful or negligent acts, errors or omissions by each party respectively, and from violations of any and all applicable statutes, ordinances, rules and regulations respectively, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents.

**DUTY OF CARE
AND RANGE**

RULES:

USER's use of the property will be conducted under the highest professional standards, and shall meet or exceed all standards of firearm safety, whether regulatory or industry standard. USER will ensure that it possesses a medical kit, shovel, and fire extinguisher during all live fire training/events. USER's signature on this Agreement confirms that USER has previously reviewed the Cowtown Range Operations Handbook and agrees to comply with all requirements set forth therein, as modified from time to time.

MAINTENANCE:

All areas of the Premises used by USER must at all times be left in clean condition free of trash, and any equipment (targets, stands, ammunition buckets, generators, tools, etc.) must be secured and properly stowed after USER's use. USER will be responsible for removing all trash from any area used. Any brass not removed at the time of use will be removed and retained by MANAGER. MANAGER reserves the right to assess a \$50.00 fee if USER fails to remove its trash.

UTILITIES:

The Premises are not served with electricity or potable water. USER is advised to bring drinking water when using Cowtown Range.

DEFAULT:

In the event USER violates any material provisions of this Agreement, MANAGER may terminate the Agreement, retain all fees previously paid, and pursue any other rights and remedies permitted by law.

ASSIGNMENT

AND SUBLEASE:

USER specifically confirms that neither this Agreement nor any of its terms and condition may be assigned or transferred at any time, nor can any portion of the Premises ever be sub-leased by USER. This is a material provision of this agreement.

GENERAL

PROVISIONS:

Interpretation. This agreement is to be interpreted under the laws of the State of Arizona.

Notice: All written notices regarding this agreement shall be delivered to the following addresses:

MANAGER: 1222 W. Cavedale Drive, Phoenix, AZ 85085

USER: _____

Entire agreement This Agreement, its exhibits and references constitute the entire agreement between the parties. Any prior agreements between MANAGER and USER are hereby superseded and extinguished.

No Waiver: Any failure of MANAGER to enforce any provision of this agreement on one or more occasions does not constitute a waiver of enforcement as to any future breach by USER.

No Affiliation: USER is not affiliated with MANAGER, OWNER or Cowtown Range in any way.

Taxes and other Fees: Any governmental tax, sales tax or other fee imposed on USER or USER's revenue or otherwise related to activity under this USE AGREEMENT will be paid by USER.

AGREED to as of the Effective Date:

MANAGER: Cowtown Range, LLC

By: _____

Name: _____

Title: _____

Date: _____

USER: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”

SCHEDULING PROCEDURES

- USER must attend a Range Safety Orientation brief before its first use at Cowtown Range.
- All scheduling for range use is on a “first come, first served” basis. **Reservations must be made at least 48 hours in advance** and can be booked up to six (6) months in advance. Same day range requests may, subject to availability, be accommodated, but must be made by 9:00am. DO NOT come to the range unless you've received a reservation confirmation.
- No new reservations will be allowed unless USER is current on all prior invoices.
- All scheduling requests must be made on the Cowtown Range website “Request a Range” page at www.cowtownrange.com/cugrequest/. Please indicate “Tuition or Non-tuition” under commercial user type and, if applicable, specify whether you’re using the *Annual Single Membership Benefits* or *Sponsor Benefits* and indicate such in the “What Will You Be Doing” section of the “Request a Range” page.
- **Cancellation, Relocation and No Shows:**
 - MANAGER may, with 24 hours’ notice, relocate USER’s scheduled activity on the Premises to a comparable, alternate bay or platform.
 - MANAGER may, with three (3) months’ prior notice to USER, cancel a reservation. In the event a reservation is cancelled by MANAGER all reservations fees, if any, will be refunded.
 - USER may, with five (5) days’ notice, cancel a reservation and pay no fees (emergencies excepted).
 - USER may, with less than five (5) days’ notice, cancel a reservation but will pay a fee equal to 50% of the hourly fees noted in the Non-Tuition Based section of Exhibit B (emergencies excepted).
 - If a USER, without prior notice to MANAGER, is more than fifteen (15) minutes late for a reservation [or more than sixty (60) minutes late for a half day or more reservation] then MANAGER may rent the firing position to another user and USER will pay a fee equal to 100% of the hourly fees noted in the Non-Tuition Based section noted of Exhibit B (emergencies excepted).
 - USER’s that have more than four (4) no shows within a three (3) month period may be suspended from ALL range use for thirty (30) days.

EXHIBIT “B”

RANGE FEES

To determine range use fees, USER’s are categorized as either a “Tuition Based” USER or a “Non-Tuition Based” USER.

- A **Tuition Based USER** is a company that charges its customers a tuition fee for instructional, entertainment or other services provided at Cowtown Range. Examples of Tuition Based USER’s include training companies, experience companies, and touring companies. Every Tuition Based USER must provide proof of a website, brochure, Facebook page or other marketing material which lists class descriptions, tuition fees, and instructor biographies/qualifications.
 - Fee for Single Day Use (for one or more firing positions): Twenty percent (20%) of USER’s gross revenue for the event/class, with a maximum fee of \$500 per firing position (i.e. bay or platform) per day (or part of day) used. Minimum Fee: USER’s total fee will not be less than the hourly rates noted in the Non-Tuition Based section below.
 - Fee for Multi-Day Use (for one or more firing positions) or Large Events: As determined case by case by MANAGER based on number of shooters, number of shooting positions, duration of use, scope of use, and weekday vs. weekend.
- A **Non-Tuition Based USER** is defined as a company that does not charge its customers a tuition fee to use Cowtown Range, but rather uses the range to train its personnel/members, test & evaluate weapons or gear, conduct research & development for products, or demonstrate its products. Examples of Non-Tuition Based USER’s include security companies, weapons manufacturers, shooting industry manufacturers or wholesalers, non-profit shooting clubs, law enforcement organizations, and military units.
 - Fee for Single Day use (for each firing position):
 - Short Bays:
 - \$30.00/hour for each increment of 5 shooters or any part thereof, or
 - \$100.00 for a half day (4 hours) for each increment of 5 shooters or any part thereof, or
 - \$200.00 for a full day (8 hours) for each increment of 5 shooters or any part thereof
 - Long Range Platforms:
 - \$45.00/hour for each increment of 5 shooters or any part thereof, or

- \$150.00 for a half day (4 hours) for each increment of 5 shooters or any part thereof, or
- \$300.00 for a full day (8 hours) for each increment of 5 shooters or any part thereof
- Fee for Multi Day use (for one or more firing positions), Large Events, or by Annual Contract: As determined case by case by MANAGER based on number of shooters, number of shooting positions, duration of use, scope of use and weekday vs. weekend.

Payment of Fees:

All USER's are required to submit a Range Use Form to MANAGER the same day as the range use occurs. The range fees due will be invoiced to USER immediately following receipt of the Range Use Form and will be due and payable within seven (7) calendar days of receipt of the invoice. If USER does not submit a Range Use Form, MANAGER will charge the maximum fee based upon the above fee schedule. A late fee of \$25.00 will be assessed thereafter and an additional \$25.00 late fee will be assessed every five (5) days until the invoice is paid. All USERS's are required to have a credit card number on file with MANAGER and complete Exhibit "D." If a USER is late paying its fees more than two times in any 6-month period, then MANAGER may, at its sole discretion, require a deposit for all future uses or terminate this Agreement.

Additional Fees:

- Shoot-house – the fee structure for use of the non-ballistic shoot-house will be determined on a case by case basis.
- Tracers, binary or other explosives, exploding targets, and special targets (e.g. vehicles) – These items require specific pre-approval from MANAGER and are subject to additional fees for their use. These items, if approved by MANAGER, are **only** allowed on the shooting bays and not on any platform.
- Targetry – MANAGER may provide targets (to include steel targets) and target stands for an additional charge.

EXHIBIT “C”

ANNUAL FEE

Please check the applicable box and initial below:

Annual Base Range Use Impact Fee (Minimum Fee):

- All USER’s must, within three (3) business days of signing the Cowtown Range Use Agreement, pay a minimum non-refundable annual fee of \$240.00. MANAGER may charge USER’s credit card for the annual fee. The base use fee grants the USER the right to schedule commercial time on any firing position (i.e. any bay or platform) with no monthly use limits. .

Annual Single Membership Fee (Optional Fee in lieu of Minimum Fee):

- Any individual owner of a USER company may, in lieu of paying the Annual Base Range Use Impact Fee, elect to purchase an annual single membership for \$420.00 (non-refundable). If an owner elects to purchase an annual single membership, he or she will receive the following benefits: 1) the Base Range Use Impact Fee benefits; 2) the right to conduct two 2-hour practice blocks per month of company instructor team usage (max of 6 instructors) for beta testing, Testing & Evaluation, or to work through training/lesson plans and; 3) the annual single membership benefits described on the Cowtown web page at <http://cowtownrange.com/membership/>. The annual single membership fee, if elected, is due and payable within three (3) business days of signing the Cowtown Range Use Agreement.

Annual Sponsorship Fee (Optional Fee in lieu of Minimum Fee):

- A USER may, in lieu of paying the Annual Base Range Use Impact Fee, elect to purchase a Sponsorship for \$2,750.00 (non-refundable). If a USER purchases a Sponsorship, it will receive the following benefits:
 - A 3-foot x 5-foot space to place USER’s vinyl sign on one facility, that is, a range bay, platform, shoot house, classroom, or member lounge (signage to be provided by MANAGER)
 - An 8-inch x 10-inch permanent plate/plaque for initial “founding sponsor” (signage to be provided by MANAGER)
 - One half-day per month, non-cumulative free use of sponsor’s facility (limit 4.5 hours, max. 12 people)
 - Two full days per year free use of sponsor’s facility (limit 8 hours, max 20 people)
 - 10% discount on all other commercial range fees

- The right to schedule commercial time on any firing position (i.e. any bay or platform) with no monthly use limits
- Listed as an approved vendor and sponsor on the Cowtown Range website with a hyperlink to USER's website
- Placement on the approved vendor list maintained at the range house and distributed to Cowtown Range customers
- Free posting on Cowtown Range social media for any event hosted at Cowtown Range.
- If a sponsor elects to sponsor the Range House, it will be treated as a bay for purposes of the free range time noted above.
- Restrictions:
 - 2 sponsors per platform; 2 sponsors per bay; 2 sponsors for shoot house; 3 sponsors for classroom; 3 sponsors for member lounge; 4 sponsors for range house
 - All free use is subject to normal Cowtown Range scheduling procedures and is first come, first served.

Select your sponsored area below:

- Bay 1**
- Bay 2**
- Bay 3**
- Bay 4**
- Bay 5**

- East Platform 1**
- West Platform 1**
- West Platform 2**
- West Platform 3**
- West Platform 4**

- Shoot house**
- Classroom**
- Member Lounge**
- Range House**

Initials: Manager _____ USER _____

Authorization for Automatic Payment by Credit Card

Type of Credit Card: Visa/MasterCard/Discover/AmEX

Credit Card Account Number: _____

Expiration Date: _____ Security Number: _____

Name as it appears on credit card: _____

Billing Address: _____

E-Mail Address:

Phone Number:

* **Note:** The Security Number on a Visa or MasterCard is generally a 3-digit number that follows the last four digits of the account number and can be found on the back of the card. The Security Number on an American Express card is generally a 4-digit number located on the front of the card above the last digits of the account number.

I agree to update the above credit card information in the event it changes.

Signature: _____ Date: _____