

SHASTA COUNTY PEACE OFFICERS ASSOCIATION



RECORD RANGE TRAINING FACILITY RENTAL AGREEMENT

Rev.: 06/08/09

This rental agreement, made the _____ day of _____, 20____, by and between the Shasta County Peace Officer’s Association (hereinafter referred to as SCPOA) and _____ (hereinafter referred to as Renter.)

It is hereby agreed that the Shasta County Peace Officer’s Association does grant permission to the Renter to use the Record Range Training Facility located at 9880 Record Range Road, Redding, CA 96001. This rental agreement grants permission to use the following facilities/equipment at Record Range:

- Clubhouse & Patio & BBQ Including Multi-Media Center
- Rifle Range Number-1 (Requires prior training to use MMC)
- Tire-house Range Number-2
- Handgun Range Number-3

The intended use of Record Range is _____ on _____, starting at _____AM/PM and Renter will vacate the Record Range Training Facility on _____, by _____AM/PM, this includes the time to complete all cleaning of the facility and securing the facility upon leaving.

SCPOA reserves the right to enter premises during the term of the agreement for the purpose of inspection or to correct an immediate safety hazard.

Rental and Security Deposit Fees

It is agreed that the rental fee for the use of Record Range Training Facility will be \$_____, to be paid at least one week in advance of the rental date.

Renter shall be responsible for payment of a security deposit of \$_____ due upon payment of the rental fee. The security deposit shall be retained by the Shasta County Peace Officer’s Association until an inspection of the premises determines that the building is free of damage, loss of equipment, and cleaned as outlined in Attachment-A. Upon satisfactory inspection of the premises, the security deposit will be returned to Renter in full. Should SCPOA determine that Renter has failed to deliver the premises in a satisfactory condition, SCPOA shall be permitted to apply any charges for damage, clean-up, or replacement of missing items against the security deposit. Within three weeks of Renter’s rental and use of the premises, SCPOA shall provide Renter an itemized written statement of the basis for, and amount of, the security deposit received and its expenditure, and will return any remaining portion of the security deposit to Renter.

The rental fee and security deposit will be in the form of two checks (one for the cost of using the facility and one for the security deposit) made payable to: Shasta County Peace Officer’s Association.

Terms of Use of Premises

1. Renter agrees that all activities must end by 2:00 AM and the premises vacated by all occupants of the building by 3:00 AM.

2. The Record Range Clubhouse will not be rented to anyone for a profit making affair.
3. The Shasta County Peace Officer's Association is not responsible for lost or stolen articles.
4. It is understood that Renter will be responsible for any and all damages. If damages occur, Renter will compensate within 10 days of the receipt of damage report all expenses over and above the amount of the security deposit.
5. Decorating will be permitted on the evening prior to the event, providing there is no other activity scheduled. Renter is not permitted to use nails, screws, or other materials which may deface the walls, ceiling or woodwork. Masking tape may be used as an adhesive for affixing decorations.
6. Renter agrees to use and operate properly all electrical, gas, and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits.
7. Renter will refrain from willfully or wantonly destroying, defacing, damaging, impairing, or removing any part of the premises or the facilities, or equipment or permitting any person on the premises to commit such acts. Renter is responsible for the conduct of all persons entering the building during their rental of the premises.
8. No furnishings whatsoever may be removed from the building at any time.
9. Illegal gambling and other illegal activities are prohibited in the building or on the grounds.
10. Renter also agrees any alcohol served, unless served by a SCPOA board member is NOT under the ABC license of the SCPOA and renter shall comply with all local and state laws. In addition the renter also agrees not to serve alcoholic beverages to anyone under-21 years of age.
11. ADDITIONAL TERMS AND AGREEMENTS: See attachments:
 Clubhouse Use Range Rules, R-1 Range Rules, R-2 Range Rules, R-3

Indemnification of SCPOA

Renter agrees to indemnify, defend, and hold harmless SCPOA, its officers, board members, members and agents, from any claim, liability, loss, injury or damages (to include attorney fees and costs of litigation) arising out of or in any way related to: the performance of this agreement, Renter's use of the premises, Renter's invitees or guests' use of the premises, or the negligence or wrongful acts of SCPOA, its officers, board members, members or agents.

Insurance

SCPOA's Liability insurance covers The Shasta County Peace Officer's Association Training Facility ONLY, not the user. Renter agrees to contact their homeowner's insurance carrier and/or general or commercial liability carrier to obtain event insurance with minimum liability limits of \$1,000,000 per person/\$3,000,000 per occurrence naming SCPOA as an additional insured on said policy. A SCPOA member in good standing may obtain additional insurance coverage if desired, but is not required.

Assignment/Subletting

Renter may not assign his/her interests under this agreement or sublet any portion of the premises.

Dispute Resolution

The Parties agree that any disputes that arise out of this Agreement will be resolved in the jurisdiction of Shasta County.

The Parties agree that this contract shall be governed and/or interpreted in accordance with the laws of the State of California.

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees (including attorney fees) associated with mediation shall be shared equally by the parties. If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which the party may be entitled. If a party refuses to participate in mediation prior to commencing litigation, that party shall have waived their right to attorney fees and costs as the prevailing party.

Miscellaneous

No partnership or joint venture has been created by this Agreement.

This Agreement contains and embraces the entire Agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally or by any agreement between the parties unless such agreement is expressed in writing, signed and acknowledged by SCPOA and Renter.

Renter understands by signing this agreement that he/she has read this entire agreement and approves of this Record Range Training Facility Rental Agreement.

Print Name (Renter): _____ Date: _____

Address: _____ Telephone No.: _____

Signed: _____

RENTER's Signature

Print Name: _____ Date: _____

Approved [] Gate Code: _____ Door Code: _____ MMC Code: _____

Signed: _____ Copy of completed contract mailed back: _____

Shasta County Peace Officer's Association

Date