



Commercial User Group (CUG) – Information and Application

Membership Types:

- 1) Commercial Membership (Annual) – \$240 one-time set up fee plus a one-time range safety orientation brief fee of \$99.00. Following the safety course, the member is allowed to schedule on any firing position first come, first served.
- 2) Commercial & Individual Combined Membership (Annual) – \$420/year – Includes the following benefits: 1) the Commercial Membership benefits; 2) the right to conduct one 2-hour practice block 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/>.

Fee Schedule:

- 1) All Bays and Platforms - \$35/hour.
- 2) Classroom - \$35/hour
- 3) Shoothouse - \$250 (half day); \$500 (full day)

Insurance Requirements:

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: **“Cowtown Range, LLC and Westward Ho Adventures, LLC, 10402 W. Old Carefree Highway, Peoria, AZ 85383”**

APPLICATION

If you would like to become a commercial user member of Cowtown, please provide the following information:

Membership Type (Commercial Member OR Commercial & Individual Combined Member – please select one): _____

Full legal name of the company: _____

(If Sole Proprietor, please indicate your dba if you have one)

Type of Company (LLC, corporation, partnership, sole proprietor): _____

State of Incorporation: _____

Type of Business (brief description of the business - e.g. training company, firearms, manufacturer, security company, gunsmith, touring company, shooting experience or adventure company): _____

Number of years in business: _____

Physical Address: _____

Mailing Address (if different): _____

Website Address: _____

Primary Point of Contact

Name: _____

Title: _____

Email: _____

Phone: _____

Billing Point of Contact (if different)

Name: _____

Title: _____

Email: _____

Phone: _____

Please complete the above blanks and return **ONLY** this page via email – upon receipt, we will draft and send you a final agreement for your signature. The final agreement needs to be signed and returned with your certificate of insurance [**Note**: a draft (blank) agreement is attached on the following pages (i.e. pages 3-13) for your review and reference only]. A range safety and orientation brief is required before your first range use.

Lastly, please provide a copy of your **Driver's License**.

Thank you.

Cowtown Range

Please provide the below information for invoicing purposes:

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: _____



COWTOWN COMMERCIAL RANGE USE AGREEMENT (DRAFT)

**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 (or one-time start-up 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: "**Cowtown Range, LLC and Westward Ho Adventures, LLC10402 W. Carefree Highway, Peoria, AZ 85383.**"

USER must also provide proof that its Independent Contractor's, if any, are covered under its policy or their own.

**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.

USER agrees to obtain a waiver of liability, release, hold harmless, and indemnification agreement, on MANAGER's form, for all persons it brings onto Cowtown Range. This is a material requirement for use of Cowtown Range.

**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 (for example, no “hosting”) 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 Address: _____

USER Billing Point of Contact:

Name:

Title:

E-mail:

Phone:

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

USER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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.
- No new reservations will be allowed unless USER is current on all prior invoices.
- All scheduling requests must be made according to the Cowtown Range's scheduling protocol, which may be revised by MANAGER from time to time at its discretion.
- **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 one (1) month 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 72 hours' notice, cancel a reservation and receive a full refund or will pay no fees. If USER cancels a reservation with less than 72 hours' notice but greater than 24 hours' notice, USER will receive a 50% refund or will pay 50% of the reservation fees. If USER cancels a reservation with less than 24 hours' notice or is a no-show, USER will receive no refund or will pay 100% of the reservation fee.
 - If a USER 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 will consider USER a no show and may rent the firing position to another user, and USER will be responsible for 100% of the reservation fee.
 - USER's that have more than two (2) no shows within a three (3) month period may be suspended from ALL range use for thirty (30) days.

EXHIBIT “B”

RANGE FEES

Range Fees will be assessed as follows:

Bays and Platforms: \$35/hour
Classroom: \$35/hour
Shoohouse: \$250 (half day) and \$500 (full day)

Shooting Experiences; Large Events; Multi-bays/platforms; or Multi-Day uses:
MANAGER reserves the right to deviate from the above pricing schedule at its sole discretion.

Payment of Fees:

All Range fees will be due and payable upon receipt of an invoice. A late fee of \$25.00 will be assessed after seven (7) calendar days and an additional \$25.00 late fee will be assessed every five (5) calendar days until the invoice is paid. All USERS's are required to have a credit card number on file with MANAGER. If a USER is more than 15 (fifteen) calendar days 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:

Targetry – MANAGER may provide targets (to include steel targets) and target stands for an additional charge.

Modification of Fees:

MANAGER reserves the right to modify range use fees from time to time based on operational needs.

EXHIBIT “C”

ANNUAL FEE

Please check the applicable box and initial below:

Commercial Membership:

- All USER’s must, within three (3) business days of signing the Cowtown Range Use Agreement, pay a minimum non-refundable one-time start-up fee of \$240.00. MANAGER may charge USER’s credit card for the annual fee. The Commercial Membership fee grants the USER the right to schedule **commercial** time on any firing position (i.e. any bay or platform) on a first come, first served basis with no monthly use limits and subject to the Exhibit “B” Range Fees schedule.

Commercial & Individual Combined Membership:

- Any **individual owner** of a USER company may, in lieu of paying the annual Commercial Membership fee, elect to purchase a combined membership for \$420.00 (non-refundable). If the **owner** elects to purchase a combined membership, he or she will receive the following benefits: 1) the Commercial Membership benefits; 2) the right to conduct **one** 2-hour practice block 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 combined membership fee, if elected, is due and payable within three (3) business days of signing the Cowtown Range Use Agreement.