

FIREARMS RANGE LICENCE AGREEMENT

This Firearms Range Licence Agreement (the “Agreement”) made and entered into effective this ___ day of _____, 20___ (the “Effective Date”)

BETWEEN:

The Salmon Arm Fish and Game Club, a not-for profit society
existing and duly constituted under the British Columbia Societies
Act

(the “Licensor”)

AND:

(the “Licensee”)

WHEREAS:

- A. The Licensor leases land from the City of Salmon Arm on which it operates a firearm shooting range and related facilities (collectively “the Range”) located at 3200 70th Street SE, Salmon Arm, British Columbia;
- B. The Range is divided into separate firing ranges, namely Tactical Ranges 1 and 2, Long Rifle, Handgun Ranges 1, 2 and 3, Shotgun and Archery Ranges.
- C. The Licensee wishes to contract with the Licensor for, and the Licensor wishes to provide to the Licensee, on a non-exclusive basis, use of the Range on the terms and conditions hereinafter set forth; and
- D. The parties wish to enter into this Agreement in order to set out their respective rights and responsibilities in connection with the use of the Range by the Licensee during the Term (as defined below) of this Agreement.

NOW THEREFORE, in consideration of the licensing fee, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the parties hereto covenant and agree as follows:

1. EXCLUSIVITY

This Agreement does not constitute a licence for the exclusive use of the Range by the Licensee. The Licensee acknowledges that the Licensor, its members and others use the Range.

2. RELATIONSHIP OF THE PARTIES

The parties acknowledge and agree that, in using the Range they are in the position of licensor and licensee with respect of one another and therefore this Agreement is not a lease or other interest in real property and the Licensee acknowledges and agrees that by its use or occupancy of the Range, the Licensee has not acquired and will not acquire any rights in or to the Range, nor shall the Licensee obtain any right or claim to the continued use of the Range beyond that specifically agreed to in this Agreement.

3. USE

The Range shall be used for the sole purpose of firearms training and for no other purpose without the express written consent of the Licensor, such consent which may be withheld.

4. TERM

The term (the "Term") of this Agreement shall commence on _____, 20__ and shall expire on _____, 20__, subject to the termination provisions of this Agreement [NTD: This Agreement shall be renewable on mutual agreement of the parties.]

5. TERMINATION

This Agreement may be terminated without cause by either party giving the other party thirty (30) days written notice prior to the effective date of such termination.

6. FEES

The Licensee shall pay a fee to the Licensor for the use of the Range according to the attached Schedule A - Fees.

7. CONDITIONS OF USE

The Licensor, by the granting of this licence, hereby authorizes the Licensee to use the Range subject to the following conditions:

- (a) A qualified firearms instructor, provided by and at sole cost and expense of the Licensee, shall be present at all times the Range is being used by the Licensee and shall personally supervise and control the course of training and the Licensee's personnel at the Range.

(b) Except for permitted night time training, the use of the Range by the Licensee shall take place during normal hours of operation (7:30 a.m. to 9:00 p.m.) at the times and dates specified by the Licensor's Vice-President – Firearms Ranges. The Licensee acknowledges that the Range, in particular Tactical Ranges 1 and 2, are used by several law enforcement agencies and that reservation is subject to prior bookings. Tactical Ranges 1 and 2 are reserved for use by law enforcement agencies. Should the Licensee wish to reserve the Long Rifle, Handgun Ranges 1, 2 or 3 or the Shotgun Ranges for training, such reservation shall be subject to the Licensor's members' priority use. The Licensor will endeavour to use its best efforts to accommodate the schedule of the Licensee but reserves the right, in its sole and absolute discretion, to grant the use of the Range to others.

(c) The use of the Range by the Licensee shall be limited to the Licensee's personnel and/or students. Guests who are not employed by the Licensee are not permitted on the Range, except where the Licensee's employee and/or student is a member of the Licensor in which case their guest is permitted provided that they are supervised and sign in and out as per the Licensor's rules and policies.

(d) The Licensee agrees that all personnel and students of the Licensee who use the Range shall be subject to the Range's safety rules established by the Licensor and to all orders of the Licensor while exercising the privileges of this Agreement. The current safety rules in effect, as amended from time to time, are attached as Schedule "B" and incorporated by reference (the "Firing Range Safety Rules").

(e) The Licensee shall ensure that all of the Licensee's personnel and students utilizing the Range are knowledgeable with regard to the proper use of the Range facilities.

(f) All participants shall conduct themselves in accordance with the Range Safety Rules.

(g) Violations of the Range Safety Rules may result in immediate termination of the Licensee's Range privileges.

(h) The Licensee shall provide and bear the cost of all ammunition, firearms, supplies and equipment necessary for shoots and/or training.

(i) All expended (empty) shell casings resulting from the Licensee's use of the Range shall be the property of the Licensee. It shall be the Licensee's responsibility to ensure that after each use of the Range, the Licensee's personnel and/or students dispose of misfired cartridges and pick up all garbage from the Range.

Empty shell casings left on the Range after each use may be collected by the Licensor's club members for reloading purposes. The Licensor reserves the right to periodically sift the floor of the Range in order to clean up empty shell casings and rocks.

- (j) The Licensor agrees to provide the Licensee with gate keys or access key cards and/or FOBs to access the Range. The Licensee is strictly prohibited from duplicating keys or sharing gate keys, access key cards or FOBs to third parties.
- (k) Night-time training exercises shall be reserved and scheduled in advance by notification to the Licensor's Vice-President – Firearms Ranges.
- (l) Employees of the Licensee wishing to train on their own can do so, provided they use their duty firearms only, not personal firearms. Should Tactical Ranges 1 and 2 be in use, the employee may use one of the other ranges provided he/she uses their duty firearm only and follows sign in/out procedures and the general range safety rules posted at that range.
- (m) When using the Tactical Ranges, the Licensee shall put up the sign indicating "Training in Progress" in order to indicate to club members that exercises are under way.
- (n) The use of chemical weapons is prohibited on the Range. The Licensee may train with inert white smoke versions of canisters, grenades and ferret rounds only.

8. CONFIDENTIALITY

Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the parties, each party agrees that it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose any confidential information disclosed to it by the other party pursuant to this Agreement.

9. INDEMNIFICATION

The Licensee shall indemnify and hold harmless the Licensor, its directors, officers, agents, employees and assigns, from and against all claims, liabilities, damages, losses, injury, costs and expenses that are incurred or suffered by the Licensor and arising out of any act or omission by the Licensee or any of its employees, agents, instructors, members, officers, students, or anyone acting under the direction or control or on its behalf, during, in connection with or incidental to or arising out of the performance of this Agreement or any activities in connection therewith. The provisions of this section shall survive the expiration or termination of this Agreement.

10. INSURANCE

The Licensee shall maintain, at its sole cost, commercial general liability insurance in an amount not less than \$5,000,000.00. The policy shall name the Licensor and the British Columbia Wildlife Federation as additional insureds, include a waiver of subrogation clause and shall provide at least thirty (30) days advance written notice to the Licensor of any cancellation, change or modification of the policy. The Licensee shall provide to the Licensor a certificate of insurance in such form and with such company or companies as shall be reasonably acceptable to the Licensor.

11. PARTIES CONTACTS

The Licensee shall provide one contact within the Licensee's organization to co-ordinate and schedule use of the Range with the Licensor.

The Licensor designates the Licensor's Vice-President – Firearms Ranges as the contact regarding all scheduling and use of the Range. In the absence of the Vice-President – Firearms Ranges, the Licensee should contact the Licensor's President.

12. NOTICES

Where written notice is required under the terms of this Agreement, such notice shall be deemed to have been given upon personal delivery to the party or authorized agent thereof or 2 days after posting addressed to the party to whom it is to be given, at the address set forth below:

If to the Licensor: Salmon Arm Fish and Game Club
 P.O. Box 1864
 3200 70th St. SE
 Salmon Arm, BC V1E 4P9
 Attn: President

If to the Licensee:

Each party named above may change its address and that of its representative by giving notice thereof in accordance with this Section.

13. WAIVER

Any delay or failure to require performance, or failure to insist upon strict compliance with any of the terms, covenants, conditions or provisions of this Agreement shall not constitute or be deemed a waiver of such term, covenant, condition or provision, nor shall any waiver of any right hereunder at any one time or more times be deemed a waiver of such right at any other time or times. Any waiver granted by a party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

14. SEVERABILITY

If for any reason any provision of this Agreement is deemed by a court of competent jurisdiction to be legally invalid or unenforceable in any respect, the validity and enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified

to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

15. ASSIGNMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns; provided, however, that the Licensee may not voluntarily or by operation of law assign or otherwise transfer or encumber this Agreement or any part thereof, without the prior written consent of the Licensor.

16. COMPLIANCE WITH LAWS

The Licensee shall comply with all applicable federal, provincial and local laws, rules and regulations. In the event of any changes in the law, rules or regulations applicable to the Agreement, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes.

17. AMENDMENT

This Agreement may be modified or amended only by mutual written agreement signed by both parties.

18. HEADINGS

The division of this Agreement into sections, and the use of headings in connection therewith, are solely for convenience of reference, are not intended to govern, limit, amplify, modify or otherwise affect the meanings of the sections and shall be given no legal effect in the construction or interpretation of any provision of this Agreement.

19. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions or any similar cause beyond the reasonable control of either party unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

20. SCHEDULES

Any schedules or agreements referred to in this Agreement and attached hereto, new or in the future, together with all documents, incorporated by reference therein, form an integral part of this Agreement and are hereby incorporated into this Agreement wherever reference is made to them, to the same extent as if they were set out in full.

21. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereto agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

22. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Licensor and the Licensee pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.

23. COUNTERPARTS

This Agreement may be executed in as many counterparts as may be necessary and each such counterpart agreement so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

24. AUTHORITY TO ENTER INTO AGREEMENT

Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. Each party has caused this Agreement to be executed by its respective duly authorized representative.

AS EVIDENCE OF THEIR AGREEMENT, the parties have executed this Agreement effective as of the date and year first above written above.

SALMON ARM FISH AND GAME CLUB
by its authorized signatory:

Per: _____
Name:

by its authorized signatory:

Per: _____
Name:

SCHEDULE "A"

FEES

Please find attached the fee schedule.

SCHEDULE "B"

FIRING RANGE SAFETY RULES

Please find attached the Firing Range Safety Rules.

The general and specific range safety and range safety and warning system rules are provided in this schedule. Safety rules are posted on the Range.

The tactical, handgun and long rifle firearms ranges are most commonly used by law enforcement agencies and their officers. Shotgun and archery range safety rules are provided as a courtesy even though officers typically don't use these firing ranges.