

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

**PURCHASE ORDER NO  
CANCELED PO**

**0001070615**

*PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS  
AND CONDITIONS.*

<b>Date</b> 03/11/2013	<b>Revision</b> 1 - 06/28/2013	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 760189 NORTHROP POONV		

**Vendor:** 0000017011  
SACRAMENTO VALLEY SHOOTING CENTER  
PO BOX 1407  
SLOUGHHOUSE CA 95683

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
United States

**email:**

**Bill To:** 1919 Spanos Court  
Sacramento CA 95825-3981  
United States

**DO NOT SEND TO VENDOR**

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	USE OF SHOOTING RANGE 5B ON JUNE 20, 2013	1.00	EA	75.00	0.00	CANCEL
2- 1	USE OF SHOOTING RANGE 5B ON JUNE 21, 2013	1.00	EA	75.00	0.00	CANCEL

PREPAYMENT

INVOICE TO FOLLOW

ENCLOSE FACILITY USE AGREEMENT

6/28/13 CANCEL PO PER J HARMAN NOT SEND . VP

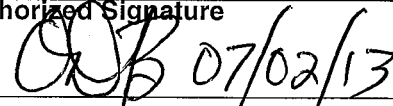
<b>Sub Total Amount</b>	0.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	0.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
							0.00	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**  
 07/02/13

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
03/11/2013		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
760189 NORTHROP POONV	04CYPH144	

Vendor: 0000017011  
 SACRAMENTO VALLEY SHOOTING CENTER  
 PO BOX 1407  
 SLOUGHHOUSE CA 95683

Ship To: FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

email:

Bill To: 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	USE OF SHOOTING RANGE 5B ON JUNE 20, 2013	1.00	EA	75.00	75.00	06/07/2013
2- 1	USE OF SHOOTING RANGE 5B ON JUNE 21, 2013	1.00	EA	75.00	75.00	06/07/2013

PREPAYMENT

INVOICE TO FOLLOW

ENCLOSE FACILITY USE AGREEMENT

Sub Total Amount	150.00
Sales Tax Amount	0.00
Total PO Amount	150.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5601	11	FL.VI.OFFC	61900	00000	046C	150.00	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

# FOLSOM LAKE COLLEGE

100 SCHOLAR WAY • FOLSOM, CA 95630  
TELEPHONE (916) 608-6549

CHECK NO. **FL- 00816**

VENDOR NO. **0000003279**

DATE June 18, 2013

LOCATION **09**


TO Sacramento Valley Shooting Center  
PO Box 1407  
Sloughhouse, CA 95683

REQUISITIONED BY  
PO# 0001070615 - Northrop

GENFD	5601	11	FL.VI.OFFC	61900	00000	2013	046C	\$150.00
BUS UNIT	ACCOUNT	FUND	DEPARTMENT (ORG)	PROGRAM	CLASS	BY	PROJECT/GRANT	AMOUNT

BUS UNIT	ACCOUNT	FUND	DEPARTMENT (ORG)	PROGRAM	CLASS	BY	PROJECT/GRANT	AMOUNT

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EST. TOTAL AMOUNT
		Fee for use of Sacramento Valley Shooting Center Range B on June 20 & June 21, 2013		\$150.00
		RECEIVED BY: _____		
		DATE: _____		

<b>FOLSOM LAKE COLLEGE</b> REVOLVING FUND ACCOUNT 100 Scholar Way • Folsom, CA 95630  Folsom Lake College will pay to the order of:	<b>BANK OF AMERICA</b> GOVERNMENT BANKING	CHECK No. <b>FL-00816</b>  DATE: June 18, 2013 11-35 1210
*****Sacramento Valley Shooting Center*****		\$ 150.00 (NOT TO EXCEED \$250.00)
-----One Hundred Fifty and no/100-----		DOLLARS *THIS CHECK VOID 60 DAYS FROM DATE DRAWN
		
@000816@ : 121000358: 14993 11042@		

## PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all **claims**, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Los Rios Community College District

Page 1 of 1

*Mailing address* Requisition

FLC BUSINESS SERVICES

Req. No. **760189**  
P.O. NO.

VendorCode \_\_\_\_\_ DATE **10/22/12**  
Approved \_\_\_\_\_ VENDOR **Sac Valley Shooting Center**  
Terms \_\_\_\_\_ ADDRESS **PO Box 1407 / 15501 Meiss Rd.**  
F.O.B. \_\_\_\_\_ CITY **Sloughhouse** STATE **CA** ZIP **95683**  
PHONE **(916) 354-9668** FAX **(916) 354-9664**

2013 FEB -6 P 12:51

DELIVERY INSTRUCTIONS  
**04CYPH144** Location Code  
**FLC** College/District Location  
**AR05** Division  
**CTE** Department  
**6-7-12** Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	Fees for use of				
2	Sacramento Valley Shooting Center for				
3	Range 5B on				
4	June 20, 2013	1	ea	75.00	75.00
5	June 21, 2013	1	ea	75.00	75.00
6					
7	Attached is Facility Use				
8	Agreement -> (Range Rental &				
9	Use Agreement.)				
10	This is a pre-payment.				
11					
12	send copy of signed				
13	Agreement w/ check.				
Purchases Charged to Categorical Programs, Grants or Special Projects				Sales Tax	
This purchase is in compliance with the requirements of _____					
Program Name _____					
For grants/special projects _____					
Program Director/Coordinator Signature _____				Total	150.00
Project/Grant Number _____					
Program Goal/Objective Number/Explanation					

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Jeanne Northrop *TYPED/PRINT* DATE: 10/22/12

REQUESTED BY: Jeanne Northrop *SIGNATURE* DATE: 10/22/12  
S. Miller *SIGNATURE* DATE: 2/5/13

AUTHORIZED: Kathleen Kukler *DEAN OR AUTHORIZED SIGNATURE* DATE: 2/11/13

APPROVED: Kathleen Kukler *VICEPRESIDENT, ADMINISTRATION* DATE: 2/11/13

Bus. Unit	Account*	Fund	Org	Amount
				\$ 150.00
Program	Sub-Class	BY	Proj/Grnt	
Bus. Unit	Account*	Fund	Org	\$
Program	Sub-Class	BY	Proj/Grnt	Amount

\* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_  
Building \_\_\_\_\_ Room No. \_\_\_\_\_

Instructions on Reverse



Physical Address:  
15501 Meiss Road  
Sloughhouse, CA 95683

<http://sacvalley.org>

Mailing Address:  
P.O. Box 1407  
Sloughhouse, CA 95683

## Range Rental and Use Agreement

This agreement is entered into between Folsom Shooting Club, Inc., dba Sacramento Valley Shooting Center, located at 15501 Meiss Rd, Sloughhouse, CA, hereinafter referred to as the "Vendor" and Folsom Lake College of the Los Rios Community College District, whose address is 1919 Spans Ct, Sacramento, CA 95825, hereinafter referred to as the "Client" on the 10th day of May, 2012. This agreement will renew automatically on the anniversary of its execution, provided all requirements in Section 2 are met, unless first cancelled in writing by either party at least 30 days prior to the anniversary date. This agreement may be cancelled without notice with cause if Vendor determines Client is in gross violation of this agreement or range policies.

### Section 1. Vendor Obligations

1. Vendor agrees to provide and make available to Client range(s) suitable for use with (rifle/handgun/shotgun) \_\_\_\_\_ activities.
2. Vendor permits Client to use of range(s) between the hours of 08:00 and 16:00 on days falling within Pacific Standard Time or 08:00 and 17:00 on days falling within Pacific Daylight Time.
3. Location of all ranges and services provided is at 15501 Meiss Rd, Sloughhouse, CA.

### Section 2. Client Obligations

#### 1. Reservations

- a. Client agrees to provide and maintain liability insurance in the amount of no less than \$1,000,000 (One Million US Dollars) with Folsom Shooting Club INC dba Sacramento Valley Shooting Center named as an additional insured. Client shall provide Vendor with proof of insurance prior to use of the ranges.

- b. Client agrees to reserve ranges a minimum of 30 days in advance. Range reservations shall be made via e-mail. Client shall send the request to [calendar@sacvalley.org](mailto:calendar@sacvalley.org).
- c. Client agrees that no range reservation is guaranteed until a deposit equal to 50% of range rental fee has been received by the Vendor. The current range rental fee is attached hereto as Exhibit "A", and may be modified by Vendor from time to time without the consent of Client.
- d. Client shall receive a full deposit refund if a reservation is cancelled not less than 14 days prior to reservation date. To cancel a reservation Client shall notify Vendor of the cancellation by email at [calendar@sacvalley.org](mailto:calendar@sacvalley.org). The cancellation is not complete until Vendor has responded to the cancellation request; however the cancellation time is effective the date and time of the email for refund purposes.
- e. Client shall forfeit its deposit if a reservation is cancelled less than 14 days prior to reservation date counting the day the notice of cancellation is given. If for example a reservation is on a Sunday, the notice of cancellation must be given by the Sunday two weeks before the reservation to qualify for a refund of the deposit.
- f. Vendor may waive the cancellation requirement and return a reservation deposit if range(s) are, in Vendors sole opinion, unavailable or unsafe due to weather, maintenance or any other reason beyond the control of Vendor. Return of deposit is the sole remedy available to client for any reservation cancellation.
- g. Reservations are not for any particular range. Vendor reserves the right to reassign Client to any range adequate to Client's intended use.

## **2. Range use**

### **Client shall:**

- a. Reimburse Vendor for expenses and repair costs of all damaged property when loss or damages result from all misuse and negligent acts or omissions of the Client or its officers, employees, or agents or individuals using the range as part of Client's activities.
- b. To the fullest extent of the law, reimburse, indemnify and hold Vendor harmless from and against any claims, liabilities, losses, damages, costs, expenses including reasonable attorney's fees, awards, fines or judgments arising by reason of the death or bodily injury to persons, injury to property, or other losses, damages or expenses, including any of the same resulting from Vendor's

alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, arising from Client's use or activities at the range.

- c. Provide and/or assure that all participants, including but not limited to all students, instructors, range masters and observers use proper eye and ear protection. This protection shall be worn at all times when firearms are being discharged.
- d. Collect and dispose of all trash generated each day by the Client. Ranges are to be left clear of all expended cases, hulls, unused ammunition, targets, props and other materials at the end of each day.
- e. Provide all ammunition, targets, frames, props, timers, chronographs, tables, scoreboards, and any other item needed to conduct client activities.
- f. Provide first aid equipment for use while on Vendor's property.
- g. Immediately contact range staff and report any injury.
- h. Immediately report catastrophic failure of any firearm, regardless of lack of injury to the shooter or bystanders, to range staff.
- i. Assume responsibility for any and all fires started by Client activities.
- j. Immediately report all fires to main range office.
- k. Not permit members of the media to enter Vendor's property for anything other than personal training. Members of the media are strictly forbidden from performing any interviews, taking photographs, creating any video images, drawings or recording any person or thing on Vendor's property without the prior written consent of the Folsom Shooting Club board of directors.
- l. Shall require all students, instructors, staff, officers, directors and observers, whether they are handling firearms or not, to sign the Vendor's liability release forms which are available in the main range office. All persons on Vendor's property must sign the waiver every day they are present on Vendor's property.
- m. Have all target systems approved by range staff prior to use.
- n. At no time shall Client allow any item to be used as a target that may be considered hazardous waste or may leave unsafe debris behind. This includes but is not limited to:
  - a. Computers
  - b. Monitors



- c. CRT's
- d. Televisions
- e. Ceramic objects (standard clay pigeons are acceptable.)
- f. Appliances
- g. Electronics
- h. Glass of any kind

**Vendor hereby:**

- a. Grants the Client authority to conduct training activities contracted herein without undue interference. However, Vendor retains full authority to alter or stop completely any part of the training, which in the opinion of Vendor is unsafe to either persons or property.
- b. Retains the right to eject any Client, staff, officers, students or observers or other participants from Vendor's premises for any reason including but not limited to failure to observe safety rules, range policies or instructions of Vendor's staff. Client may appeal range staff decisions to the Folsom Shooting Club board of directors.

### **3. Payment**

- a. Full payment for range fees are due the day of rental unless terms have been negotiated in writing in advance.
- b. Client agrees to pay Vendor a range restoration fee of \$150 per range and/or bay if Client, in Vendor's sole opinion, has failed to remove all debris, targets, target stands, hulls, ammunition cases, supplies or other materials from the rented range(s). It is the sole responsibility of the Client to assure ranges are returned to their original cleanliness and servicability.
- c. Client agrees to notify Vendor's range staff at the main range office of unsatisfactory range conditions prior to the commencement of any shooting, training or class activities. Once Client commences any activity on the assigned range or bay Client assumes responsibility and liability for the condition of the range or bay.
- d. Failure to remit payment in a timely fashion may result in loss of access to range facilities until full payment for all outstanding fees has been received by the Vendor.

### **4. Equipment Storage**

- a. Certain Clients may, with Vendor's permission, store supplies and equipment on Vendor's property. While there is currently no fee for this service Vendor

retains the right to begin charging for storage in the future. Vendor assumes no responsibility for any supplies or equipment so stored by Client, and is not responsible to protect or safeguard the supplies or equipment so stored. Storage of Client's property at Vendor's facility is at the sole risk of Client. Storage by Client shall not create a bailment by hire.

- b. Client shall not park or leave any trailer, container or storage unit upon Vendor's property without first obtaining written permission of Vendor.
- c. All storage containers must not be permanent in nature. All containers must be transportable and not require any foundations, pads or utilities.
- d. Vendor will give Client no less than 30 days' notice of any impending change to storage fees. Client agrees to pay said fees for any month or partial month Client's containers are on Vendor's property.
- e. Client agrees to relocate storage trailers to another location on Vendor's property immediately upon Vendor's request.
- f. Client agrees to remove storage containers from Vendor's property upon 30 days' notice from Vendor.
- g. Vendor retains the right to file a lien against Client's property to secure payment of range fees.
- h. Client agrees to release Vendor from any and all claims arising from the loss, damage by man or act of God, or theft of any stored items, even if Vendor could have prevented the loss, damage or theft of Client's property.
- i. Client agrees that Vendor has no responsibility to notify Client of unsecured or damaged storage containers.
- j. Client acknowledges that Vendor will make no effort to check the security of any Client storage container.
- k. Vendor reserves the right to move client storage containers without notice to, or consent of Client for emergencies that may arise or because Client has failed to respond to Vendor's requests to move said container.
- l. Client shall not store firearms, ammunition, powder, primers, gasoline or any other hazardous or volatile substance in any storage container.

### **Section 3. MISCELLANEOUS PROVISIONS**

**1. Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or

binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

**2. Attorney's Fees and Costs:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled. This provision shall be construed as applicable to the entire contract.

**3. Notices:** All notices hereunder shall be in writing. Notices may be delivered personally, or by mail, postage prepaid, to the respective addresses noted below. Either party may designate a new address for purposes of this agreement by notice to the other party. Notices mailed shall be deemed received as of 5:00 p.m. on the second business day following the date of mailing.

**4. Arbitration of Disputes:** In the event of disagreement or dispute between the parties arising out of or connected with this agreement which cannot be adjusted by and between the parties involved, the disputed disagreement shall be submitted to binding arbitration in accordance with part 3, title 9 of the California Rules of Civil Procedure. The arbitrator shall be a retired Superior Court Judge or licensed California attorney.

**5. Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Signed the day and year first written above.

Client: Steve Van Horn  
                    

Printed Name: \_\_\_\_\_

Title: Dean, Inst

Mailing Address:

1919 Spanos Ct.  
Sacramento, CA 95825



Vendor: Sacramento Valley Shooting Center

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_