

**HOLBROOK SPORTSMEN'S CLUB INC.**  
**RANGE RENTAL AGREEMENT**

THIS RANGE RENTAL AGREEMENT, dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and the Holbrook Sportsmen's Club Inc. and \_\_\_\_\_(enter the name of the Municipal Police Department and/or governmental entity renting the range)

**Whereas** the Holbrook Sportsmen's Club Inc. owns property located at 150 Quincy Street, Holbrook, Massachusetts.

**Whereas** the Holbrook Sportsmen's Club Inc. maintains and operates gun ranges\_

**Whereas** the \_\_\_\_\_ is a governmental agency or entity that is required in the name of public safety to provide a facility for firearms training to its employees and/or agents.

**Whereas** the Holbrook Sportsmen's Club Inc. and the \_\_\_\_\_ would like to establish an agreement to allow the \_\_\_\_\_ to use the Holbrook Sportsmen's Club Inc.'s gun range based upon terms, conditions and understandings agreed to by each party as to what is required to protect and insure a good working relationship, in consideration for mutual promises and per diem rent paid by the Lessee for the use of the Gun Range which is the property of the Holbrook Sportsmen's Club Inc. and \_\_\_\_\_ hereby enter into this agreement and agree to the following terms and conditions. Range use Effective Date Start \_\_\_\_\_ End \_\_\_\_\_

**ARTICLE 1. DEFINITIONS.**

The following definitions shall apply to this document:

1. Agreement: this document, entitled Holbrook Sportsmen's Club Inc. Range Rental Agreement, and any exhibits incorporated herein.
2. Automatic Weapons: a firearm that reloads itself and continues to fire until the trigger is released.
3. Bodily Injury: any damage to a person's physical condition including pain or illness, including but not limited to, an injury resulting in death.
4. Effective Date: The date this Agreement will take effect.
5. Emergency: any human caused or natural event or circumstances causing or threatening loss of life, injury to person or property, human suffering, or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, spills or releases of oil or hazardous material, contamination, disease, blight, infestation, civil disturbance, computer issues or riot.
6. Environmental Law: any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.

7. Hazardous Substance: any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, lead, petroleum oil and its fractions.

8. Lessee: The entity renting or agreeing to rent the gun range belonging to the Holbrook Sportsmen's Club Inc.

9. Lessor: Holbrook Sportsmen's Club, Inc.

10 Premises: The Holbrook Sportsmen's Club Inc.'s property is located at 150 Quincy Street, Holbrook, MA 02343 including but not limited to the land, ranges, and structures.

11. This agreement gun range refers to the 100 yard gun range, this agreement is for the use of the 100 yard gun range only, unless otherwise stated here.

12. Sunset: Sunset is 30 minutes prior to dusk for Holbrook, Massachusetts as published by Weather.com.

## ARTICLE 2. EMERGENCY TERMINATION

In case of an emergency the Holbrook Sportsmen's Club Inc. has the right to suspend this agreement for whatever amount of time that is necessary until said Emergency is officially terminated.

## ARTICLE 3 RENT

Rent: Shall mean the payment of the payment of Five Hundred and 00/100 Dollars (\$500.00) per day as consideration by the Lessee to the Lessor (the Holbrook Sportsmen's Club Inc.) for the right to use the gun range and rent shall include as payment by the lessee all taxes, liability insurance, workmen's compensation insurance, medical insurance costs and utility charges.

## ARTICLE 4 PERMITTED USE OF PREMISES.

Permitted use of Range: The Range shall be used as a firearms training facility that allows indoor and/or outdoor ranges for firearms including but not limited to rifles, pistols and shotguns. The Range use shall be for the training by Lessee's employees and agents only (no guests are allowed without express written permission of the President and the Executive Board of the Holbrook Sportsmen's Club Inc.), in firearms use and safety.

Hours of Operation: Lessee shall post the hours of operation for the shooting ranges with a phone number where a responsible party can be reached.

The hours of operation for the shooting ranges shall be **Monday through Friday from 9AM to Sunset.**

1. Firearm Restrictions. The following firearms shall not be used on the shooting ranges:

(a) Firearms that exceed 6000 foot-pounds of muzzle energy; and

(b) Automatic Weapons are not allowed.

(c) No Tracer or Incendiary ammo.

2. Lessee must provide a certified Range Safety Officer to supervise the range in use.

3 All employees and/or agents of the Lessee must, at all times while on the Premises, follow all Holbrook Sportsmen's Club Inc.'s rules that are in effect.

## ARTICLE 5 LIABILITY INSURANCE

Liability Insurance. Lessee, at its sole cost and expense, commencing on the \_\_\_\_\_ Date, and continuing during the rental term, shall procure, pay for and keep in full force and effect comprehensive commercial general liability policy in a responsible company with coverage for Bodily Injury and property damage liability, personal and advertising injury liability, blanket contractual liability, contractual liability for obligations assumed under this Agreement, and medical payments with a general aggregate limit of not less than \$2,000,000 per occurrence for combined single limit bodily injury and property damage claims, or \$500,000 per occurrence for bodily injury and \$250,000 per occurrence for property damage. Such insurance shall cover all risks arising directly or indirectly out of Renter's activities on the Property or any condition of the Property. Such insurance shall name Holbrook Sportsmen's Club Inc. as an additional insured.

Certificates evidencing such insurance and bearing endorsements requiring 10 days written notice to Holbrook Sportsmen's Club Inc. before any change or cancellation of the policy shall be furnished to Holbrook Sportsmen's Club Inc. before Lessee's use of the premises.

## ARTICLE 6 INDEMNIFICATION

Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold the Holbrook Sportsmen's Club Inc., its officers, executive board and members harmless from, and reimburse the Holbrook Sportsmen's Club for, any cost, claim, loss, Bodily Injury (including injury resulting in death), or liability that is suffered directly or from a third-party claim arising out of, or related to:

- 1) any activity of Lessee, or any of its agents, contractors, servants, invitees, licensees or employees on the Premises,
- 2) any condition of the Premises in the possession or under the control of Lessee,
- 3) an act or omission of Lessee or any agent, contractor, servant, invitee, licensee, guests or employee of Lessee, or
- 4) any failure by Lessee to perform all of its obligations under environmental laws, including any failure to perform during Lessee's previous use of the Premises, or
- 5) any breach by Lessee under this Agreement. The Holbrook Sportsmen's Club Inc. shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the Property.

The Lessee agrees to indemnify, defend and hold the Holbrook Sportsmen's Club Inc harmless from any injury, loss or damage suffered by **Lessee**, or any of its agents, contractors, servants, invitees, licensees or employees on the Premises, that occurs at the Premises during the Lessee's use of the Range

This obligation to indemnify shall survive termination of this Agreement and includes reasonable attorneys' fees, including attorneys' fees on appeal, and investigation costs and all other reasonable costs, expenses and liabilities incurred by the Holbrook Sportsmen's Club Inc. or its attorney from the first notice that any claim or demand is to be made or may be made. In case that an action or proceeding is brought against the Holbrook Sportsmen's Club Inc. because

of such claim, Lessee upon notice from the Holbrook Sportsmen's Club Inc., Lessee agrees to defend such action or proceeding by hiring counsel reasonably satisfactory to the Holbrook Sportsmen's Club Inc.

#### ARTICLE 7 MISCELLANIOUS

If the Lessee shall default in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions of this Agreement, the Holbrook Sportsmen's Club Inc, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Holbrook Sportsmen's Club Inc. shall make any expenditures or incur any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceedings, such sums paid or obligations incurred, with interest at the rate of twelve (12) percent per annum and costs, shall be paid to the Holbrook Sportsmen's Club Inc by the Lessee forthwith as additional rent.

#### ARTICLE 8 FORCE MAJEURE

Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("**Force Majeure** Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

#### ARTICLE 9 LICENSING

Licensing: Lessee is responsible for procuring and carrying on the Premises at all times, the proper licenses including but not limited to the use of firearms in the Commonwealth of Massachusetts and the Town of Holbrook.

#### ARTICLE 10 CONSTRUCTION OF THE AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective attorneys,

agents, employees, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Lessors and the Lessee. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

Intending to be bound we hereby sign this document on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Lessor

Lessee

\_\_\_\_\_  
By: \_\_\_\_\_, President  
The Holbrook Sportsmen's Club Inc.  
And on behalf of the Executive Board  
150 Quincy Street  
| Holbrook, MA 02343  
|

\_\_\_\_\_  
Representative  
Department \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_