

**AGREEMENT FOR OPERATIONS OF THE RIFLE AND PISTOL RANGES
BETWEEN THE CITY OF STILLWATER
AND THE
STILLWATER RIFLE & PISTOL CLUB, INC.**

This is an agreement between the Stillwater Rifle & Pistol Club, Inc. (SR&PC) and the City of Stillwater (City) for the use of the area known as tract #5 located on the west side of Lake McMurry. The specific terms governing this agreement are described in the lease.

This agreement describes operational issues for SR&PC use of both the Stillwater Police Department (SPD) range and the SR&PC range. This agreement is valid from March 2007 through February 2032.

RANGE USES

1. Police training and activities at the SPD range shall take precedence over any SR&PC use. Notification of such use shall be made to the SR&PC as soon as possible.
2. The SPD shall have immediate access to the SR&PC range in an emergency situation such as bomb disposal, emergency training or other specialized situations. SPD personnel are invited to use the SR&PC range as honored guests as any member would.
3. All SR&PC shooting activities at the ranges shall only take place in such a manner that a backstop will always be behind the target area, except that skeet or trap shooting with shotguns will be within an assigned range area.
4. Fully automatic weapons (BATF Class 3) are not allowed for SR&PC use at the ranges. (See City ordinance Sec 20-84(d).)
5. Only ammunition intended for use with a firearm is allowed. Exploding devices such as fireworks, bombs, or other devices are not allowed.
6. Notification of any SR&PC event involving non-member participants must be provided to the Lake Ranger at least two weeks prior to the activity.
7. SR&PC members and guests are prohibited from using the SPD's target systems, buildings or other structures without specific permission of the SPD.
8. SR&PC members shall abide by the club's General Rules and Regulations. A current copy of this document is supplied to each member annually and is available for review at www.srpc.info.

RESPONSIBILITIES

1. It is the responsibility of the SR&PC to insure for the safe operation of the SR&PC range at all times. It is the responsibility of the SR&PC to insure for the safe operation of the SPD range when using that facility. Activities at the SPD range not sponsored by the SR&PC shall be the responsibility of the SPD or the Stillwater Parks, Events and Recreation (SPE&R) department.
2. Shooting by the SR&PC shall only take place by members of the SR&PC, guests or participants in a scheduled activity. A member who has been trained in the rules, regulations and safety practices of the ranges shall be present.
3. The SR&PC may not keep anyone from becoming a member except for that person's inability to fulfill safety or gun handling requirements or that person having been convicted of a felony or misdemeanor which involves the use of a weapon.
4. The SR&PC will carry its own liability insurance of a minimum of \$1,000,000 with the city of Stillwater named as an additional insured. A certificate of insurance shall be submitted each year to the SPE&R Director.

SR&PC MEMBER RESPONSIBILITIES

1. Each SR&PC member, guest or scheduled activity participant must purchase an annual permit or pay the daily user fee for Lake McMurtry
2. All members, guests and participants using the range must check in and check out at the Lake McMurtry Bulletin Board (which is located at the west bait shop/office). For scheduled activities check in/out will be at the range.
3. All members are required to have their current paid SR&PC membership cards with them when using the range. The Lake Ranger or club members may check for identification.
4. A current SR&PC member may invite a guest a maximum of two times per calendar year. On the third visit, the guest must become a member of the SR&PC. Guests and other non-members are required to pay the user fee for Lake McMurtry.
5. All SR&PC members (and non-members participating in a scheduled activity/event) shall sign a liability release approved by the City Attorney.
6. The members of the SR&PC will follow all other ordinances and rules of Lake McMurtry when using the leased area.

MAINTENANCE RESPONSIBILITIES

1. The SR&PC will install and provide maintenance on a four strand fence around the perimeter of the gun range. The fence shall be posted every one hundred feet with a sign stating "Gun Range, No Trespassing, Keep Out".
2. The SR&PC agrees to keep and maintain all portions of the SR&PC range in good condition at all times. This includes keeping the premises clean and free from hazards. The SR&PC is responsible for minor maintenance tasks, repairs and ordinary upkeep of the SR&PC range. Club members will also assist in the general maintenance of the SPD range.
3. The road to the ranges will be maintained by the City.

ADDITIONAL AGREEMENTS:

1. If requested by any party, maintenance, upkeep, range operations or any other issues will be reviewed at an annual meeting to be held between the City, SPD, the SPE&R and the SR&PC.
2. The City of Stillwater shall not be liable to the SR&PC its agents, customers or to any other persons whomsoever for any injury to any person or damage to property on or about the gun range caused by the negligence or misconduct of the lessee, its agents, servants, employees, invitees, or customers or caused by the facility being out of repair or due to any other cause whatsoever related to the activities of the SR&PC.
3. The SR&PC agrees to indemnify the City of Stillwater and to hold it harmless from any loss, expense or claims including but not limited to the cost of defending any legal action arising out of any such damage or injury. This agreement may be terminated as described in the lease.

Mayor, Roger McMillian

City Clerk

President, Stillwater Rifle & Pistol Club

Secretary, Stillwater Rifle & Pistol Club

APPROVED AS TO FORM AND LEGALITY this _____ day of _____ 2007

City Attorney