

## LEASE / RENTAL AGREEMENT

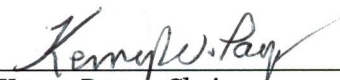
This rental agreement shall evidence the complete terms and conditions under which the parties whose signature appears below have agreed. Lessor, William Lee Munson, Jr. and OK2Carry, LLC, shall be referred to as "OWNER" and Lessee, Muskogee County Sheriff's Office, shall be referred to as "LESEE". As consideration for this Agreement, OWNER agrees to rent/lease to LESEE and LESEE agrees to rent/lease from OWNER the use of the OK2Carry Gun Range located at 4995 Gulick St., Muskogee, OK, 74403.

1. TERMS: LESEE agrees to pay in advance a one-time payment of \$1,800.
  - a. This agreement shall commence upon receipt of the payment and will expire 365 days from that date. No refund will be given once payment is received.
  - b. The use of the range will cease at the end of the 365 days. No grace period will exist. A new contract and payment will be required for further use of the range.
2. PAYMENT: Payment may be made by check or money order. No credit card payment will be accepted.
3. RANGE USE:
  - a. Includes use of the 25 yard covered pistol range, open air pistol/shotgun range and 100 yard rifle range only.
  - b. The classroom and retail space are not part of this agreement.
  - c. Range hours will be no earlier than 8:00 am and no later than 8:00 pm except for special training needs in which the date/time is agreed upon by both the OWNER and LESEE.
  - d. A notification to the OWNER is required prior to range use. This can be done by text or phone call.
  - e. The sheriff or a deputy must be present during the use of the range. The sheriff or a deputy may bring his/her spouse and children without any additional cost to the LESEE. Any other guest of the sheriff or a deputy must pay the per use range fee which is currently \$20 but is subject to change without notice.
  - f. All range participants must have a signed OK2Carry Hold Harmless contract on file before using the range.
  - g. No Range Safety Officer (RSO) will be provided. It will be the duty of the sheriff or deputy to act as their own range safety officer for themselves, family and guests.
    - i. The following universal safety rules would apply to everyone using the range:
      1. Treat all firearms as if they are loaded
      2. Never point a firearm at anyone unless you are ready and willing to shoot the person
      3. Keep your trigger finger off of the trigger until your firearm is pointed in a safe direction
      4. Know what is beyond your target. You are responsible for the bullet until it stops.
  - h. No training will be provided by OK2Carry, LLC or William Lee Munson, Jr.
  - i. Targets will be supplied by the LESEE or can be purchased individually at regular price (currently \$2.00 for a silhouette target).

- j. Steel targets on the pistol range can be utilized by the LESEE at no additional cost. Pistol calibers include .380 acp up to .45 acp.
  - k. Brass will be collected by those using the range and be placed in a designated container or the brass can be kept by the shooter for their own use. No one will take extra brass from the range.
  - l. The LESEE will be responsible for any damages caused by their staff, family or the guest(s) of their staff.
  - m. Hearing and eye protection will be used by all range participants. Parking will be on the designated gravel parking area on the east side of the building.
4. **HOLD HARMLESS:** In return for use of the range and actively firing a firearm and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the LESEE agrees to the following:
- a. To the extent permitted by law, to indemnify, hold harmless and defend the OWNER and any of affiliates, staff, Range Officers, instructors and/or employees from any and all fault, liabilities, negligence, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the instruction and/or discharge of firearms; participation in discharging firearms; observing the discharging of firearms, the range, buildings, and land; and any and all acts, omissions or negligence of the OWNER.
  - b. To the extent permitted by law, the LESEE will hereby waive any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against OWNER including, but not limited to any and all injuries, damages or illnesses which may occur, and which may, in any way whatsoever, arise out of, be related to, or be connected with: instruction, training and/or discharging of firearms. To the extent permitted by law, LESSEE hereby expressly releases OWNER from any and all such claims.
  - c. To the extent permitted by law, the LESEE hereby expressly assumes the risk of entering the range and taking part in activities which include, but are not limited to, the discharge of firearms and the firing of live ammunition and/or observing individuals discharging firearms.
  - d. To the extent permitted by law, the LESEE hereby acknowledges and agrees their representatives, guests and participants will at all times abide by all instructor commands, range rules, procedures, safety rules, and any and all Range Officer instructions whether communicated in writing, posted on the premises and/or communicated verbally. To the extent permitted by law, this instrument binds the LESEE, executors, administrators, assignees, or heirs.

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William Lee Munson, Jr of OK2Carry, LLC. (OWNER)

  
Muskogee County Sheriff's Office (Lessee)

  
Kenny Payne, Chairman

  
Ken Doke, Member

  
Keith Hyslop, Member

  
Polly Irving, County Clerk

