AGREEMENT FOR
USE OF THE MERCER COUNTY SPORTSMEN ASSOCIATION, INC.
BY
THE CELINA POLICE DEPARTMENT
FOR FIREARMS TRAINING

THIS AGREEMENT is made and entered into effective the ______________ day of ______________, 2012, by and between the City of Celina, Ohio, by and through Thomas J. Hitchcock, its Safety-Service Director, and The Mercer County Sportsmen Association, Inc., by and through Charles Ayers, its President, and Jon Maras, its Secretary.

WHEREAS, The Mercer County Sportsmen Association, Inc. owns real property upon which it owns and operates an outdoor range for firearms training and practice; and

WHEREAS, the Celina Police Department/City of Celina is desirous of having access to The Mercer County Sportsmen Association, Inc.’s outdoor range for pre-scheduled firearms training, practice and qualification;

NOW, THEREFORE, in consideration of the mutual promises, covenants and promises herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. CELINA POLICE DEPARTMENT RESPONSIBILITIES

The responsibilities, duties and obligations of the Celina Police Department shall be as set forth within this section.

Celina Police Department/City of Celina use of the range shall be scheduled at least 10 days in advance by posting notifying The Mercer County Sportsmen Association, Inc. by contacting Milt Miller or his designee.

The Celina Police Department/City of Celina shall perform light maintenance on the range, as needed, to allow for proper firearms training scenarios to be completed.

The Celina Police Department/City of Celina shall provide signage to close the range, or specific range areas from use by club members and the public during their police training sessions.

A trained range officer or firearms instructor under the authority of the Celina Police Department/City of Celina shall be present and in charge of the range during their firearms training sessions.
The Celina Police Department/City of Celina range officer or firearms instructor in charge of the training session shall insure that the area used is policed of trash and brass before leaving the range.

The Celina Police Department/City of Celina shall be responsible for maintaining/replacing targets, target stands and other paraphernalia used by that agency during firearms training sessions. The Celina Police Department/City of Celina may assist with maintenance of range markers, backstops (dirt hills), firing lanes and other range facilities under the direction of The Mercer County Sportsmen Association, Inc..

When necessary the Celina Police Department/City of Celina may close the range to allow this maintenance work to be completed. When closing of the range is necessary it shall be scheduled under the same procedures as closing the range for firearms training. A Celina Police Department/City of Celina range officer or firearms instructor shall be present on the range while the work is completed, to insure the safety of workers by keeping the area closed to all other people.

The Celina Police Department/City of Celina shall support and internally enforce this agreement through appropriate disciplinary action against any officer that is in violation of it.

2. THE MERCER COUNTY SPORTSMEN ASSOCIATION, INC.'S RESPONSIBILITIES

The responsibilities, duties and obligations of The Mercer County Sportsmen Association, Inc. shall be as set forth within this section.

When properly scheduled and not in conflict with a previously schedule event, The Mercer County Sportsmen Association, Inc. shall allow the Celina Police Department/City of Celina to close their outdoor firearms range, to members and the public, for up to twelve hours per day for police firearms training, practice or qualification. Sessions of this nature shall not exceed 60 hours per year.

The Mercer County Sportsmen Association, Inc. shall instruct their members that the outdoor range is not available for use by members under any circumstances during scheduled police sessions. Observation of police firearms sessions shall be by permission of Celina Police Department/City of Celina range officer or firearms instructor only.

The Mercer County Sportsmen Association, Inc. shall provide proper receptacles for the disposal of targets, trash, brass and other items commonly discarded during firearms range sessions.

The Mercer County Sportsmen Association, Inc. will work co-operatively with the Celina Police Department/City of Celina to maintain the range facility by providing materials for maintenance issues that are created by joint use of the facilities by members, police and the public.
Celina Police Department/City of Celina shall be responsible for maintenance materials for maintenance issues that are created by their specific training needs.

The Mercer County Sportsmen Association, Inc. shall allow for closure of the range for maintenance work, when it is overseen by a Celina Police Department/City of Celina range officer or firearms instructor. Closure of the range for maintenance shall be schedule as needed through Milt Miller or his designee.

The Mercer County Sportsmen Association, Inc. shall support and enforce this agreement through proper actions against any members of the club or the public who violate it.

The Mercer County Sportsmen Association, Inc., for itself and for its assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships hereby fully and forever releases the City of Celina, including any of its assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships of from any and all claims, actions, causes of action, demands, rights, injuries, damages, costs, losses, fees, expenses, interest, and compensation whatsoever, which The Mercer County Sportsmen Association, Inc. has and/or which could have on account of or in any way growing out of any and all known and unknown damages and/or injuries, foreseen and unforeseen damages and/or injuries, of any type, alleged to stem from any use of the property of The Mercer County Sportsmen Association, Inc.’s property by the City of Celina (including its assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships) except for those claims resulting from or arising out of the intentional or negligent acts of the City of Celina, its employees or officers.

It is further understood and agreed that The Mercer County Sportsmen Association, Inc. (including any of its assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships) will indemnify, defend, and hold harmless the City of Celina (including any of its assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships) from any and all claims, liens, assignments, demands, causes of action, subrogation interests, and action of any party or third party, including
but not limited to those for any attorneys fees, any medical expenses, and those claiming any interest in, right to, lien, subrogation, and reimbursement made to or on behalf of the undersigned or arising out of any services or products rendered to or for the benefit of the City of Celina alleged to stem from any use of the property of The Mercer County Sportsmen Association, Inc.’s property by the City of Celina (including its assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships) except for those claims resulting from or arising out of the intentional or negligent acts of the City of Celina, its employees or officers.

The Mercer County Sportsmen Association, Inc. shall carry and maintain, at its own expense, a policy of insurance satisfactory to the City of Celina in an amount not less than One Million Dollars ($1,000,000.00) general liability, protecting The Mercer County Sportsmen Association, Inc. against all claims of or for negligence and/or similar claims, and the cost and expense of defending the same. Suitable proof of such insurance coverage(s) shall be submitted by The Mercer County Sportsmen Association, Inc. to the City of Celina as of the effective date of this Agreement, and at any time thereafter requested by the City of Celina to demonstrate The Mercer County Sportsmen Association, Inc. compliance with this paragraph.

3. Entire Agreement

This instrument contains the entire agreement of the parties, and no representations, inducements, promises or agreements (oral or otherwise) not embodied herein shall be of any force or effect. This provision, however, shall not invalidate any provision with regard to determination as to additional or contingent compensation.

4. Invalidity

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of the remaining portion or portions herein, and such portions shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have set their hands and seals:

CITY OF CELINA, OHIO

By: ______________________    Date: ________________
    Thomas J. Hitchcock,
    Its Safety-Service Director

THE MERCER COUNTY SPORTSMEN
ASSOCIATION, INC.

By: ______________________    Date: ________________
    Charles Ayers, its President

and: ______________________   Date: ________________
    Jon Maras, its Secretary

Drafted and approved by:

_____________________    Date: ________________
    George Erik Moore, City Law Director

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