

# M.D. of Taber Sport Shooting Facility Rental Agreement

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# M.D. of Taber Sport Shooting Facility Rental Agreement

This Agreement will serve as a contract between \_\_\_\_\_ (hereafter referred to as the Lessee), and the Taber Shooting Foundation (hereafter referred to as the TSF) for the rental and use of specific areas and facilities contained within the M.D. of Taber Sport Shooting Complex located at 104083 HWY-864 (near Taber, Alberta).

**This agreement is for use of the following areas/facilities within the MD of Taber Sport Shooting Complex:**

- |   |  |
|---|--|
| <input type="checkbox"/> Archery Range            | <input type="checkbox"/> Atco Trailer #1 (see map, Appendix D)<br>(please read conditions; Appendix B) |
| <input type="checkbox"/> Action Range(s)          | <input type="checkbox"/> _____   |
| <input type="checkbox"/> 50-meter (handgun) range | <input type="checkbox"/> _____   |
| <input type="checkbox"/> 100-meter range          | <input type="checkbox"/> _____   |
| <input type="checkbox"/> 200-meter range          | <input type="checkbox"/> _____   |
| <input type="checkbox"/> 600-meter range          | <input type="checkbox"/> _____   |

*(location of each range/trailer can be found on the map contained in Appendix D)*

**This agreement is for the date(s) of:**

\_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.  
(event date) (start time) (end time)

*Use these additional lines for multi-day events:*

\_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.  
(event date) (start time) (end time)

\_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.  
(event date) (start time) (end time)

\_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.  
(event date) (start time) (end time)

**Contact Information:** Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Organization/Group/Sponsor: \_\_\_\_\_

Billing Address: \_\_\_\_\_

**Rental Rates & Fees:**

*TSF current rates and fees are attached to this agreement as Appendix E.*

Based on the current schedule of rental rates and fees, the total fee for this booking is:

\$ \_\_\_\_\_.

For bookings made by an individual person, payment of the entire rental fee in full shall be made at the time of booking and this Agreement shall be signed by both parties at that time.

**Cancellation and Refund Policy:**

This Agreement may be cancelled at no cost nor penalty by the renting party up to 48 hours prior to the start of the rental period. There will be no refund of rental fees for dates/times cancelled by the renter with less than 48 hours' notice being provided to the TSF.

If the TSF must cancel a booking due to circumstances beyond their control, all possible efforts shall be taken to notify the renter as soon as possible. In the event that some dates/times must be cancelled, the TSF will refund the rental fees for the cancelled dates/times only. Under no circumstances shall the renter hold the TSF liable for any additional monies due to a cancelation of any booking due to unforeseen circumstances at/on the MD of Taber Sport Shooting Complex.

**Indemnification:**

The Lessee shall indemnify and hold harmless the Taber Shooting Foundation, the M.D. of Taber, its officials, employees, and volunteers, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the premises, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortuous act or negligent act or omission of the TSF, the MD of Taber, its employees, agents, volunteers, or subcontractors.

**Insurance:**

The Lessee must furnish a Certificate of Insurance covering negligent and accidental damages resulting from the planned activities described in appendix A. The insurance policy shall provide a limit of liability equal to or more than \$2,000,000 per occurrence. The insurance must be from a duly licensed insurance company authorized to do business in the province of Alberta.

**TERMS AND CONDITIONS:**

The Lessee will be financially responsible for any and all damages to the ranges, shelters, buildings, all equipment, furnishings, contents, and/or premises that results from its use of the facility. This includes, but is not limited to, property damage, structural damage, and personal injury by its own employees, agents, volunteers, guests, participants, spectators, vendors, or subcontractors which occur in the course of set-up, use, or tear-down of their event on the complex premises for the rental period.

All shooting ranges, and the areas adjacent to all shooting ranges, within the MD of Taber Sport Shooting Complex are strictly non-smoking.

**Smoking is permitted in the marked Smoking Area of the Parking Lot only.**

This area is directly adjacent to the incinerator at the center of the parking lot.

All other areas of the complex are No Smoking whether signs are posted or not.

**During any period of “fire ban” within the MD of Taber, smoking is prohibited in all areas of the Sport Shooting Complex for the duration of the “fire ban”.**

**Smokers are legally and financially responsible for any and all types of fire or damage resulting from their smoking activities or discarded smoking waste materials.**

**Disclosure and Description of all Planned/Scheduled Activities:**

The Lessee must supply the TSF with a list of all scheduled activities that will be occurring during the period(s) covered by this rental agreement. Please use the attached Appendix A to list and explain all planned shooting activities and any non-shooting activities related to your event.

**Modifications/Amendments/Alterations/Additions to this Agreement:**

Any modifications to this Agreement must be made in writing and signed by authorized representatives of all parties.

The undersigned have carefully read, understand, and agree to the terms of this Agreement, and further agree that no oral representations, statements or inducements have been made.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of TSF Authorized Representative

\_\_\_\_\_  
Date

## Appendix A: Description & Disclosure of All Planned Activities

**Please list and explain all activities, shooting and non-shooting, that are planned as part of your event. Be as specific as possible. Your descriptions of the activities will be used by the TSF board to determine the eligibility of your rental application.**

**Note:** Some types/styles of shooting are not permitted on certain ranges. Shooting activities that utilize safe range officer procedures, the shooting benches, the established firing lines, and suitable downrange targets are usually permissible. If your activities involve specific shooting positions, angles, elevations, etc. you must disclose those aspects of your activities on this appendix. Non-Shooting activities would be everything else you have organized as part of your event (vendors, food service, swap meet, overnight camping, etc.) In addition, you may find it useful to review the MD of Taber Sport Shooting Complex Safety Rules prior to completing this rental application.

**Expected number of attendees:** Participants: \_\_\_\_\_ Spectators: \_\_\_\_\_

**Shooting Activities:** \_\_\_\_\_

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**Non-Shooting Activities:** *(Sales, food service, equipment/company reps/booths, trade fair, equipment swap/sale, education seminars/classes, etc.)*

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If you require additional space, please use additional paper and attach it to this package.

**Appendix B: Atco Trailer Booking Agreement**

1. The Lessee will sign out the TSF Atco Trailer Class Room key/lanyard for the North entrance door just prior to their approved date and time. The Group Representative is responsible for opening the North door for their attendees.
2. The Lessee will ensure the TSF Atco Trailer Class Room is used in a respectful manner. The fixtures, furniture, etc. are to be used appropriately.
3. No alcohol will be consumed in the Class Room.
4. All indoor areas of the TSF range, including the ATCO trailers are strictly non-smoking.
4. Before vacating the Class Room, the Lessee will ensure the following tasks are completed:
  - a. The Class Room must be sanitized before leaving the facility. All surfaces must be thoroughly cleaned. A broom is provided for the sweeping of the floor, prior to any mopping activity. There is Bleach solution in a Spray bottle for all table and chair surfaces. There is also a pail of Water, a Mop and Bucket, and Disinfecting Detergent to be used for mopping the floors. Upon completion, all supplies need to be returned to their original storage spot. The Booking Representative needs to be informed if any of these supplies are depleted.
  - b. A garbage can and replacement bags are provided. The group will remove their bags of garbage and will dispose of them in the dumpster bins on site. A new garbage bag will be secured in the garbage container.
  - c. Only dry erase markers will be used on the whiteboard. Bring your own. The whiteboard will be wiped off and clear of all markings.
  - d. Chairs and will be neatly stacked in piles of 4 (maximum) and placed on one side of the Class Room. Tables will be set aside.
  - e. All windows must be closed and locked when vacating the building. Turn out the lights. If heat is needed, this must be arranged in advance.
  - f. Any other necessary tasks to ensure the room is left in acceptable condition for the next user group should be done.
5. The Group's Representative will lock the North entrance door. The lanyard will be returned to the TSF Booking Representative in a timely manner, upon completion of their event.

## Appendix C: MD of Taber Sport Shooting Complex Rules

1. All members must execute a 'liability waiver release' prior to entry to the range.
2. Members are legally and financially responsible for the actions of their guests.
3. Shooting hours:
  - Shooting is allowed sunrise to sunset, 365 days a year, except for required maintenance.
  - Shooting after sunset may be allowed during night shooting seminars or events, by the executive with written permission.
  - Ranges may be required to be closed if a site downrange within the safety template area is occupied for an extended period of time – i.e. for 'agricultural, oilfield or maintenance activities'.
4. All Federal and Provincial Regulations are to be observed at all times at the Range.
  - Failure to comply may result in eviction from and being banned from the Range, without refund of fees or dues.
5. No Hunting or shooting of any Wildlife.
  - Anyone shooting at objects other than targets authorized by the club will be escorted off the Range.
6. All members in a vehicle must enter using their Key FOB upon arrival at the gate.
7. Members may host up to 2 guest shooters per day. There is no fee for first and second time guest shooters. All subsequent visits will have a nominal fee of \$15 per person per visit. All non-shooting guests are the responsibility of the host member.
8. All shooters must produce their membership card upon request from any other member and must have it on their person.
9. Guests at matches and commercial guest customers have unescorted shooting privileges only on the ranges booked for the match or the commercial event. They are not allowed to shoot on other ranges without the supervision of a member.
10. All shooters must wear adequate eye and ear protection while on any of the ranges whether discharging a firearm or not.
11. All firearms must be UNLOADED and, in addition, CARRIED IN AN UPRIGHT POSITION (unless encased or on a gun cart) until you arrive at the designated shooting area. Here firearms may be placed either on an upright stand, left on the gun cart, or laid on a shooting bench, unloaded, action open and visible and pointed downrange.
  - (i) Holsters for handguns are permitted to be used on the range except for shoulder holsters, which are not permitted on the range.
  - (ii) Handguns must be unloaded until the shooter is at the firing line.
12. No person is permitted to handle a firearm when any person is downrange of the firing line. Firearms need to be unloaded, bolt open, breech open and pointed downrange.
13. Minor shooters (under 18 years of age) are welcome and encouraged. All minor shooters must be under the direct, immediate and constant supervision of an adult while shooting and must otherwise be supervised and behave in a responsible and safe manner.
14. **The consumption or possession of alcohol or drugs is not permitted within complex boundaries** while any portion of the Range remains open to shooting. Anyone found in contravention of this rule, including shooters who have consumed alcohol immediately prior to arriving at the Range, or appear to be impaired from any source, may be permanently banned from the Range.
15. No smoking anywhere except in the marked area of the parking lot.
  - No smoking or open flame in effect during fire bans.
16. Firearms not in immediate use are to be empty of all ammunition and magazines, and,
  - in the case of long guns, stored with their actions open and visible in the racks provided or stored in a suitable similar manner including in gun carts.
  - in the case of handguns, stored with their actions open and visible, in a case or stored in a holster with hammer down.
  - or stored in a locked vehicle, cased or out of sight.
17. All ranges require a common cease fire and a common firing line. Shooters must not be positioned forward of other shooters on the firing line.

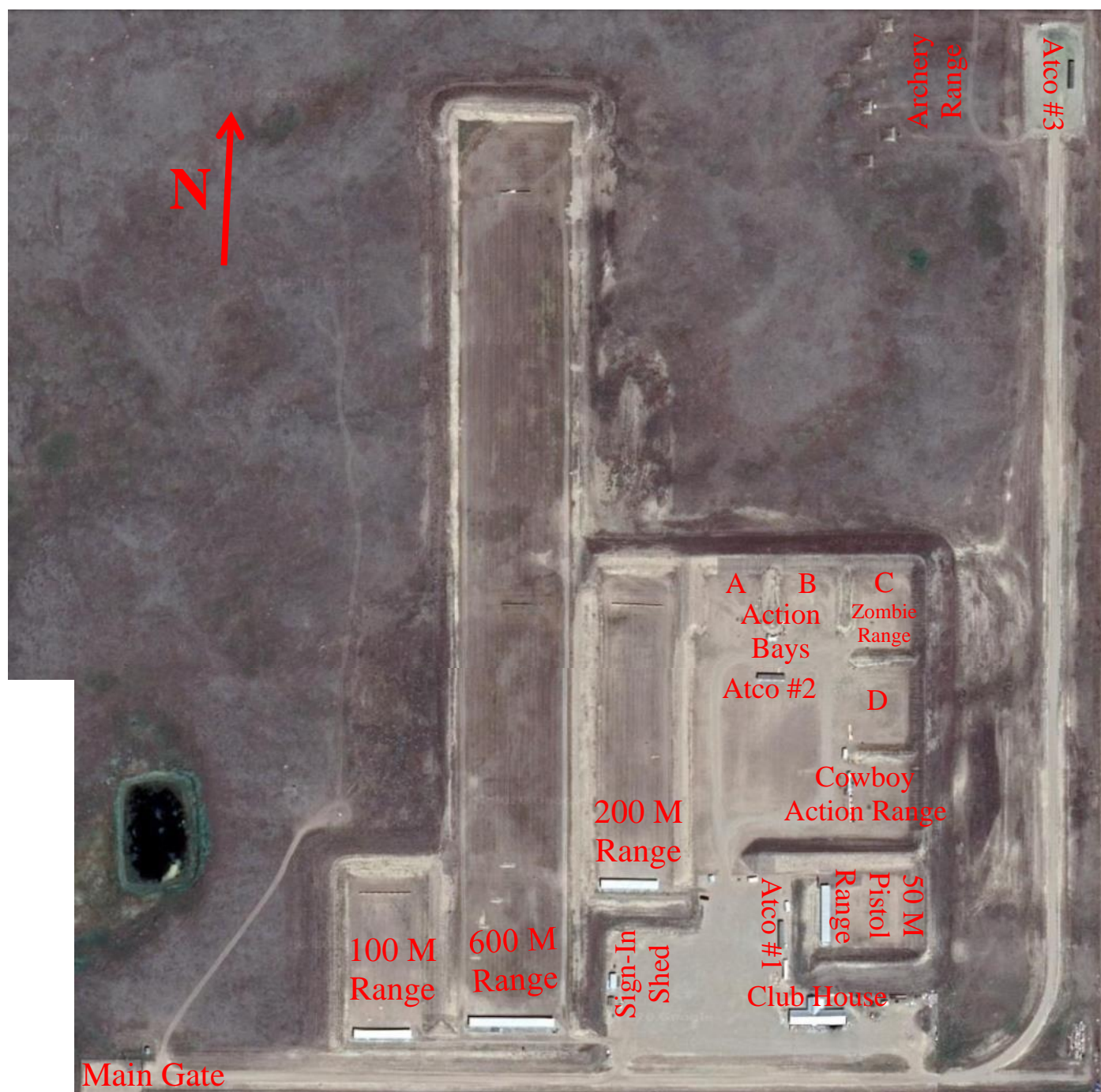
18. When two or more shooters are on a particular range, one must assume the responsibility of range officer, to declare cease fires and the resumption of shooting, following a check of the range. Shooters must get an "All Clear" signal from the range officer before going downrange to post, check or retrieve targets. The member acting as range officer is responsible to ensure that everyone on the line is following the "cease fire" and other range commands and is maintaining a common firing line. Any individual may call 'Cease Fire' at any time.
19. All shots are to be made at the target directly in front of the shooter's firing position. No shots are to be made at angles across the range, as this poses a ricochet and safety hazard unless the shooter is engaged in an approved competition which permits this activity. Shooters wanting to shoot at a different target stand/distance must move to a firing position which provides the required stand/distance immediately to the front of that position.
20. Cartridge restrictions per Federal regulations: .50 BMG are Prohibited. Tracer, incendiary and armour piercing ammunition is Prohibited.
21. Shotgun/Trap Range(s):
  - Only shotguns firing lead bird-shot are to be used on the shotgun/trap range(s). No rifles or slugs.
  - Shotguns may be patterned, using lead shot only, on the designated patterning board. Shotguns using shot must not be fired at target stands. Shotguns firing only slugs may be shot on the rifle range(s) only.
  - Only clay targets and other approved Sporting Clay targets are to be used on the shotgun range(s).
  - Shot shell restrictions: Lead shot only, maximum shot shells to be size US # 7½ (0.095"), 2¾" in length, 1 1/8 ounce shot maximum. Shotguns firing slugs may be discharged on Range 4C only. **NO SHOTGUN USE ON ANY OTHER RIFLE OR PISTOL RANGE.**
22. Pistols are to be shot on the 100 meter (number 1) range, the 200 meter (number 3) range, the action (number 4) range, or 50 meter (number 5) ranges only.
23. Drawing and firing a loaded handgun from a holster must be done in a safe manner and with the greatest care at all times. The handgun must be loaded and unloaded only at the firing line.
24. Handguns in holsters not in immediate use on a firing line must be unloaded of ammunition and/or magazines.
25. When moving forwards and backwards to a firing point, pistols must be continuously pointed downrange.
26. Archery Range Rules: Firearms must not be discharged on the archery range – archery only.
  - Broadheads are only allowed at designated Broadhead backstops.
27. All trash and spent ammo must be picked up before leaving the range.
28. Human silhouette targets must be removed from the range when finished shooting.
29. Dogs and other domestic animals are prohibited on all ranges at all times.
30. All targets shall be removed from the backstops upon completion of shooting.
31. Glass, bottles or other unapproved materials may not be used as targets at any time.
32. All range users shall pick up all refuse and materials (targets, cartridge brass, shotgun hulls, etc.) they used and leave the range clean at all times.
33. Targets shall be placed on target backboards – not on the support posts or frames.
34. No vehicles are permitted on ranges without permission from the Chair or Property Chair.
35. Special activities or events and range closures shall be authorized only by the Executive.
36. When there is a special shooting event at a range, that range is closed for all other shooting activities until the event is over.
37. The main gate must be locked immediately upon entering and exiting, except when there are special shooting events.
38. **ALL MEMBERS AND GUESTS ARE REQUIRED TO FOLLOW THESE RULES AT ALL TIMES – NO EXCEPTIONS. ANYONE DISREGARDING THESE RULES WILL BE REQUIRED TO LEAVE THE RANGE IMMEDIATELY AND MAY BE SUBJECT TO FURTHER ACTION OR SANCTIONS AS DETERMINED BY THE TABER SHOOTING FOUNDATION EXECUTIVE.**
39. **ANY ACTS OF ILLEGAL, DANGEROUS OR IRRESPONSIBLE USE OF RANGE FACILITIES, OR ACTS OF VANDALISM OR DESTRUCTION OF PROPERTY, WILL RESULT IN IMMEDIATE AND PERMANENT REVOCATION OF MEMBERSHIP FROM THE TABER SHOOTING FOUNDATION PROPERTY. THE FOUNDATION WILL ACTIVELY PARTICIPATE IN ANY CRIMINAL CODE INVESTIGATION.**



**EXCEPTIONS:** The following exceptions are allowed for special organized groups within TSF while they are holding formal competitions, practice sessions, or firearms education courses, all under the direct control of their respective Range Officer(s)/Instructor(s) for the entire time. Examples of these groups include Sporting Clays, Silhouette, Cowboy Action, Swiss Rifle, IPSC, IDPA, NRA. These exceptions are not allowed for the general membership during casual shooting. Targets may include steel targets with special permission and special conditions of usage.

- A. Rifles utilizing pistol cartridges may be shot on the handgun range(s). Examples are: 44/40, 38/40, 45 Colt, etc.
- B. Use of a shotgun on any range may be approved by the executive in special cases. More than one shotgun shell may be loaded into a shotgun at a time. Approved competition and practice may utilize other sizes of lead shot, by the executive with written authorization.
- C. Approved competition and practice may set target stands at locations other than at the rear berms with special permission and specific conditions of usage, by the executive with written authorization.

Note: an online copy of these rules is available at <https://shoot-taber.org/range-rules>

**Appendix D: MD of Taber Sport Shooting Complex Map with Labels**

**Please note: Use of all areas outside of the established ranges is not allowed. Event organizers are responsible for keeping all participants, spectators, and event visitors within the ranges and areas booked and rented as part of this agreement. This includes any developed and undeveloped lands shown as part of this map**

**Under no circumstances are children to be allowed anywhere within the MD of Taber Sport Shooting Complex (all lands shown on this map) unless under direct adult supervision.**

**Appendix E: (Schedule of Rental Rates and Fees)**

<b>Specified Area or Facility</b>	<b>Fees</b>
Archery Range Action Range Area 50-meter range (pistol) 100-meter range 200-meter range 600-meter range	\$250 per day \$125 per ½ day
Atco Trailers (#1, #2, #3)  “For-profit” or Business use  “Non-profit” use	\$30 per Day, or any part of a day.  Non-profits may apply for a waiver of the daily fee for use of the Atco trailer. The TSF executive reserves the right to grant or refuse a waiver of fees for any non-profit group/organization.
Other areas/assets: (be specific)	Established/Agreed Rate: