

INDIVIDUAL RENTAL AGREEMENT

THE UNDERSIGNED USER, for and in consideration of using the North Metro Range located at 11390 89th Avenue North, Maple Grove, Minnesota (the “NMR”), owned and operated by the City of Maple Grove, hereby acknowledges, consents and agrees to the following:

1. **User Identification.** User shall present valid photo identification to Maple Grove prior to use of the NMR. Print the following information:

Name: _____

Address: _____

City/State: _____ Zip: _____ Phone: _____

2. **Term.** This Individual Rental Agreement shall terminate on December 31, _____ (“Rental Period”). Within the Rental Period, User may use the firing range at times determined by the Range Coordinator.

3. **Rental Fees.** User agrees to pay Maple Grove for its use of the NMR based on the following hourly rates:

Firing Range:	\$18 per 45 minutes for a single person using a firing lane
	\$29 per hour for two persons using a firing lane

All fees are due and payable prior to use and are non-refundable.

4. **Right to Refuse Entry and Use.** Maple Grove and its officers, employees and agents (collectively, “Maple Grove”) shall have the right in its sole discretion to i) refuse to enter into an Individual Rental Agreement or terminate the same if already executed, ii) deny entry into the NMR or firing range, iii) refuse or limit the occupancy or use of the NMR, or iv) terminate the use or occupancy of and remove users from the NMR at any time without notice for a violation of any applicable law, rule or regulation, or for no reason.

5. **Waiver and Release.** As a condition and in consideration of using the NMR, User hereby acknowledges, consents and agrees to the following:

- a) My use of the NMR is voluntary and at my own risk.
- b) I understand that occupying and using the NMR and shooting firearms is dangerous and may expose me to dangerous circumstances, substances or materials, including, but not limited to, lead and lead particles. I further understand that no matter what precautions I may take, including, but not limited to, the wearing of various types of protective gear, I could be injured and/or die as a result of an accident or incident. I know, am aware of and assume all of the risks and dangers, whether or not known, foreseen or otherwise, that are or may be associated with occupying or using the NMR, including, but not limited to, the risk of being injured by other users.
- c) I certify that I am not prohibited from owning or possessing a firearm under any federal, state, municipal or local laws, ordinances or regulations.

d) I acknowledge that I have received, reviewed and understand all rules and regulations related to using the NMR and agree to comply with all rules and regulations governing the use of the NMR and all applicable federal, state, municipal and local laws, ordinances and regulations while occupying or using the NMR.

e) I understand that Maple Grove may terminate my use of and remove me from the NMR at any time without notice for a violation of any applicable law, rule or regulation, or for any other reason within its sole discretion.

f) I understand that use of the NMR is limited to firearms and related training and I will not occupy or use any portion of the NMR for any business or purpose which is unlawful, disreputable or deemed to be extra hazardous on account of fire or other hazard or permit anything to be done which would in any way increase the rate of fire insurance coverage on the NMR or its contents beyond its intended purpose as a firearms range.

g) I understand that use of the NMR is not an essential service provided by Maple Grove or any other governmental entity that has entered into a joint powers agreement for the use and operation of the NMR (“**Partnering Entity**”).

h) I have determined and hereby certify to Maple Grove that by applicable standards, my shooting and safety equipment, ammunition and all related items are in good condition and suitable for the use in which intended and do not pose a risk to myself or others by its use.

i) I will not make alteration to, deface or damage the NMR or any portion thereof and shall be liable for, and pay to Maple Grove upon demand, any and all property damage I cause to the NMR.

j) I shall be responsible for all damages to or loss of my own equipment while using or occupying the NMR.

k) I irrevocably waive any and all claims, liability and damages, whether or not known, accrued, foreseen, fixed or otherwise, against Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers for any harm, bodily injury (including death), loss or property damage I incur as a result of occupying or using the NMR.

l) I irrevocably release and forever discharge Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers from any and all claims, liability or damages.

m) I shall defend, indemnify and hold harmless Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers from any liabilities, judgments, losses, costs or charges (including attorneys’ fees) incurred by Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers as a result of any claim, demand, action or suit relating to any harm, bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with occupying or using the NMR.

n) I understand that this Individual Rental Agreement is i) binding on myself, heirs and personal representatives and ii) inures to the benefit of Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers.

o) I acknowledge that I have fully read, appreciate, and understand the words, terms, conditions and provisions of this Individual Rental Agreement, and agree to be bound by the same.

6. **Non-Exclusive Use; Assignment.** Use of the NMR by User is not exclusive. This Individual Rental Agreement may not be assigned, transferred or substituted.
7. **Cancellation.** Either User or Maple Grove may cancel this Individual Rental Agreement for any reason upon delivery of written notice to the other party. Cancellation shall be effective immediately after receipt by the other party, except that User shall immediately pay all rental fees accrued prior to cancellation.
8. **Entire Agreement.** This Individual Rental Agreement shall constitute the entire agreement between Maple Grove and the User and any prior understandings or representations of any kind preceding the execution of this Agreement shall not be binding upon either.
9. **Modification.** This Agreement may only be amended or modified by written instrument executed by both Maple Grove and the User.
10. **No Waiver.** Nothing in this Agreement is intended or should be construed in any manner as a waiver of Maple Grove's immunities or tort limits contained in Minnesota Statutes chapter 466.
11. **Survival.** If any term or provision in this Agreement is deemed invalid or unenforceable by any recognized tribunal, including a certified mediator, arbitrator or court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the extent permitted by law.
12. **Choice of Law.** This Agreement is declared to be a Minnesota contract and all of its terms shall be construed in accordance with Minnesota law.
13. **Modification.** This Agreement may only be amended or modified by written instrument executed by both Maple Grove and the User.

Dated: _____

Print Name of User: _____ Age: _____

Signature of User: _____

Signature of Parent or Guardian: _____

(If User is under the age of 18, a parent or guardian must also sign)

Dated: _____

CITY OF MAPLE GROVE,
STATE OF MINNESOTA

By: _____

Authorized Representative