

VALHALLA TRUST RANGE USE AGREEMENT

This Range Use Agreement ("Agreement") is entered into on this ___ day of _____, 20___, by and between Valhalla Trust, a Texas trust, with its range facility located in Montgomery County, Texas ("Valhalla"), acting by and through its Co-Trustees Jason Salter, Tom Myers, and Brett Ligon, and the City of Montgomery, Texas ("City") for the benefit of the City's Police Department, acting by and through its Chief of Police Anthony Solomon.

1. PURPOSE

1.1 Valhalla agrees to allow the City to use the Valhalla Range for the purpose of conducting annual firearms qualification testing and tactical firearms training.

1.2 The parties acknowledge that such training involves inherently dangerous activities, including but not limited to the discharge of firearms.

2. FACILITIES PROVIDED

2.1 The facilities available to the City include:

- a. Range house with kitchen, bathroom, and suitable classroom space;
- b. Electricity, water, and air conditioning;
- c. Multiple shooting berms, including a long-range rifle berm.

2.2 The City may, with prior written consent from Valhalla, construct additional training structures to aid in training activities, including but not limited to Conex boxes and suitable storage facilities. Any such structures shall remain the property of the party that constructs them unless otherwise agreed in writing.

3. TRAINING SCHEDULE COORDINATION

3.1 The City shall reserve training dates in advance on the shared Valhalla training calendar.

3.2 The City shall provide sufficient advance notice to avoid scheduling conflicts with other agencies.

4. PAYMENT TERMS

4.1 The City shall pay Valhalla the sum of Ten Thousand Dollars (\$10,000.00) annually for the use of the facilities.

4.2 Payment shall be due on or before the commencement date of each contract year.

5. RULES AND SAFETY REQUIREMENTS

5.1 The City and all participating officers shall comply with the range rules set forth in Exhibit A, attached hereto and incorporated herein by reference.

5.2 Failure to comply with Exhibit A may result in immediate suspension of range privileges and/or termination of this Agreement.

6. LIABILITY AND INDEMNIFICATION

6.1 The City acknowledges and agrees that firearms training is an inherently dangerous activity.

6.2 The City assumes full responsibility for the safety of its personnel and any damages or injuries incurred during training.

6.3 To the extent allowed by law, the City shall indemnify, defend, and hold harmless Valhalla Trust, its Co-Trustees, agents, and representatives from and against any and all claims, demands, liabilities, losses, damages, costs, or expenses (including reasonable attorney's fees) arising from the City's use of the range, including but not limited to personal injury, death, or property damage sustained by any City employee or third party.

7. TERM AND RENEWAL

7.1 This Agreement shall commence on the date first written above and shall remain in effect for one (1) year.

7.2 The Agreement shall automatically renew annually unless either party provides written notice of termination at least thirty (30) days prior to the renewal date.

8. TERMINATION WITHOUT CAUSE

8.1 Either party may terminate this Agreement without cause by providing at least thirty (30) days' written notice prior to the annual renewal date.

9. MISCELLANEOUS

9.1 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior oral or written agreements.

9.2 This Agreement may only be amended or modified in writing signed by all parties.

9.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VALHALLA TRUST – By Its Co-Trustees:

Jason Salter, Co-Trustee

Tom Myers, Co-Trustee

Brett Ligon, Co-Trustee

CITY OF MONTGOMERY, TEXAS:

Anthony Solomon, Chief of Police

EXHIBIT A

VALHALLA RANGE RULES

1. Safety First – All firearms shall be handled in a safe manner at all times.
2. Range Commands – All shooters must obey the instructions of the designated Range Safety Officer (RSO) or firearms instructor immediately.
3. Muzzle Discipline – Always keep the firearm pointed in a safe direction; never point a firearm at anything you do not intend to shoot.
4. Trigger Discipline – Keep your finger off the trigger until you are ready to fire.
5. Eye & Ear Protection – All personnel on active firing lines must wear approved eye and ear protection.
6. Firearms Handling in Range House – No handling of firearms is permitted inside the range house unless specifically instructed to do so by a qualified firearms instructor as part of a training program.
7. Ammunition – Only ammunition approved by the RSO may be used. No tracers, armor-piercing, or incendiary rounds unless authorized in writing.
8. Hot/Cold Range Procedures – Shooters may approach the firing line only when the range is declared “HOT” by the RSO. Firearms must be unloaded, actions open, and placed on the bench when the range is “COLD.”
9. Target Placement – Targets must be placed so that all rounds impact a backstop or berm. No firing at unauthorized targets or range structures.
10. Alcohol/Drugs – No person may handle or discharge a firearm while under the influence of alcohol, controlled substances, or any impairing medication.
11. Housekeeping – All brass, targets, and debris must be cleaned up after each training session.
12. Emergencies – Any injury, unsafe act, or dangerous condition must be reported immediately to the RSO or facility staff.

EXHIBIT B

ACKNOWLEDGMENT OF RANGE RULES BY CHIEF OF POLICE

I, Anthony Solomon, Chief of Police for the City of Montgomery, Texas, hereby acknowledge that I have received, read, and fully understand the Valhalla Range Rules attached as Exhibit A to the Valhalla Trust Range Use Agreement.

I agree that all members of the City of Montgomery Police Department participating in training at the Valhalla Range will comply with these rules at all times. I further acknowledge and accept that failure to comply with these rules may result in immediate suspension of range use privileges and/or termination of the Agreement.

Signed this ____ day of _____, 20__

Anthony Solomon, Chief of Police

Witnessed by:

Brett Ligon, Co-Trustee, Valhalla Trust