

BOROUGH OF KENNETT SQUARE

Chester County, Pennsylvania

ORDINANCE NO. 912

**AN ORDINANCE AUTHORIZING KENNETT SQUARE
BOROUGH TO ENTER INTO AN INTERGOVERNMENTAL
COOPERATION AGREEMENT WITH NEW GARDEN
TOWNSHIP UNDER THE AUTHORITY OF THE
INTERGOVERNMENTAL COOPERATION ACT.**

WHEREAS, the Borough Council for the Borough of Kennett Square has the authority, pursuant to The Intergovernmental Cooperation Act, 53 Pa. C.S.A §2301, et seq. to jointly cooperate with other municipalities in the exercise or in the performance of their respective governmental functions, powers or responsibilities, so long as participating municipalities adopt an ordinance so providing.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of Kennett Square, as follows:

Section 1. Legislative Intent and Applicability

The background of this Ordinance and the legislative intention of the Borough Council ("Council") in enacting it are as follows:

- (a) Kennett Square Borough is a borough organized under the laws of the Commonwealth of Pennsylvania.
- (b) The Intergovernmental Cooperation Act, 53 Pa. C.S.A §2301, *et seq.*, authorizes two or more local governments in the Commonwealth to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities, so long as the participating municipalities adopt an ordinance so providing.
- (c) The Borough has determined that it is in the best interests of the Borough to enter into an agreement for the use of the New Garden Township firing range by the Kennett Square Borough Police Department.

Section 2. Intergovernmental Cooperation Agreement

The covenants, terms and conditions of the Intergovernmental Cooperation Agreement attached hereto as Appendix "A" are hereby incorporated herein by reference.

Section 3. Duration of Agreement

The duration of the Agreement is one year with automatic one year renewals, unless and until terminated.

Section 4. Purpose and Objectives of the Agreement

The purpose of the Agreement is to provide for the use by the Kennett Square Borough Police Department of the New Garden Township firing range under the terms set forth in the Intergovernmental Cooperation Agreement.

Section 5. Severability.

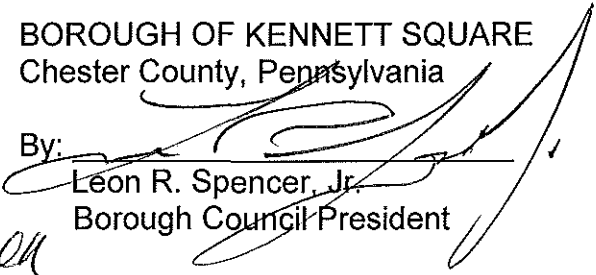
The provisions of this ordinance are severable. If any provision, section, sentence, clause or part shall be held to be invalid, illegal, or unconstitutional by any court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of the ordinance. It is hereby declared to be the intent that this ordinance would have been adopted as if such illegal, invalid, or unconstitutional provision, section, sentence, clause or part had not been included herein.

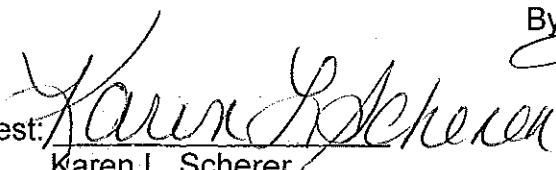
Section 6. Effective Date.

This Ordinance shall be effective five days after enactment by the Borough Council and approval of the Mayor of the Borough as set forth below.

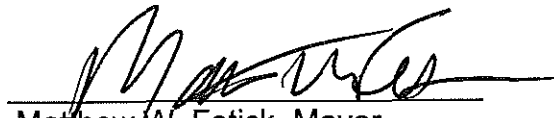
DULY ORDAINED AND ENACTED this 4th day of August, 2014, by the Borough Council of the Borough of Kennett Square, Chester County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF KENNETT SQUARE
Chester County, Pennsylvania

By: 
Leon R. Spencer, Jr.
Borough Council President

Attest: 
Karen L. Scherer
Secretary
[BOROUGH SEAL]

Approved this 7th day of August, 2014.


Matthew W. Fetick, Mayor
Borough of Kennett Square

APPENDIX A

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ORIGINAL

INTERGOVERNMENTAL AGREEMENT BETWEEN NEW GARDEN TOWNSHIP AND KENNETT SQUARE BOROUGH FOR THE USE OF NEW GARDEN'S FIRING RANGE FACILITIES

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 21st day of July, 2014, by and between NEW GARDEN TOWNSHIP (the "Township"), a township of the second class, and KENNETT SQUARE BOROUGH (the "User"), a borough (sometimes referred to as "Party" individually, or "Parties" collectively), both political subdivisions of the Commonwealth of Pennsylvania.

RECITALS

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 *et seq.*, authorizes and encourages units of local government to enter into intergovernmental agreements with one another; and

WHEREAS, the Township and User are units of local government, as that term is defined in the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2302; and

WHEREAS, the Township currently owns, maintains and operates a firing range for use by its police department and police officers (the "Firing Range"), which Firing Range is located at the New Garden Flying Field, 1235 Newark Road, Toughkenamon, Pennsylvania; and

WHEREAS, User desires to use the Firing Range as a part of its firearms training program, which includes, among other things, target practice and safe weapons handling; and

WHEREAS, the Township is willing to allow User and its personnel to use the Firing Range and related premises if User agrees to accept full and complete liability for any injury to property or persons that may arise from such use and Users personnel agree to release the Township from any and all claims in relation to their use; and

WHEREAS, it is in the mutual best interests of the Township and User to enter into this Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF PREAMBLES:** Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of this Agreement.
2. **PURPOSE:** The purpose of this Agreement is to govern User's use of the Firing Range, subject to the terms and conditions set forth herein,
3. **FIRING RANGE USE:** Under this Agreement, Township shall grant User a license to permit its employees and employee instructors (collectively the "Personnel") to use the

Firing Range, subject to the conditions set forth herein and in the attached **EXHIBIT "A"**. User and its Personnel must also comply with all applicable rules and regulations of the Township and the New Garden Police Department, including its General Orders, relating to use of the Firing Range.

4. **ASSUMPTION OF RISKS. HOLD HARMLESS, INDEMNIFICATION AND RELEASE BY PERSONNEL:** All Personnel, who use the Firing Range pursuant to this Agreement, shall sign the Assumption of Risk, Hold Harmless, Indemnification and Release Agreement (the "Release"), which is attached here to as **EXHIBIT "B"**, prior to being permitted to use the Firing Range. The Releases shall be delivered to and retained by Township's Police Chief or his/her designee.

5. **INDEMNIFICATION/HOLD HARMLESS BY USER:** To the maximum extent permitted by law, User agrees to defend, indemnify, hold harmless, release and forever discharge the Township and its former, current, and future officers, appointed and elected officials, Supervisors, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers, including without limitations all members of the New Garden Police Department (collectively the "Released Parties") from and against any and all of the following:

A. Any and all claims, suits, actions and causes of actions for accidents, illness, injuries to or death of persons, workers compensation claims, of loss of or damage to property of any kind, economic and non-economic damages, insurance deductibles and reasonable attorneys' fees and litigation expenses, court costs and lines, that may directly or indirectly arise from or relate to any matter covered by this Agreement, including but not limited to, transportation of firearms to and from the Firing Range, attendance, participation and observation at live-fire events, handling of firearms and/or ammunition, and use of, and presence on the Firing Range, the New Garden Flying Field facilities, including its buildings, land, related parking areas and walkways, that the Township or any of the Released Parties may incur, suffer of sustain, or become obligated for as a result of any act or omission by the User or the Personnel acting pursuant to this Agreement, or any third party (including, without limitation, licensees, trespassers or business invitees), except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence or other tortious or wrongful act or omission of the Township and/or the Released Parties; and

B. Loss or damage of any kind resulting from User's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to User's use of the Firing Range or the performance of this Agreement.

In the event of any personal injury, bodily injury, death, illness, of loss or damage or claim or claims therefor arising from User's use of the Firing Range, User shall give immediate written notice thereof to the Township. User agrees that the Township may have attorneys of its own choice prepare and conduct its defense and that the User will pay all reasonable costs of defense of the Township in any such action, including the fees of attorneys of the Township's choice.

User agrees that it is accepting responsibility under this: Agreement for use of the Firing Range and the conduct of its Personnel in using the Firing Range. User accepts the Firing Range, in "AS IS, WHERE IS" condition, agrees that the Township is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Firing Range, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Township or the Released Parties relative to the Firing Range, including but not limited to any claims or causes of action related to the design, maintenance, and operation of the Firing Range, and its air quality and environmental conditions.

Township agrees to defend, indemnify and hold harmless User and its Personnel from and against any and all claims, suits, actions and causes of actions for accidents, injuries to or death of persons, workers compensation claims, or loss of or damage to property of any kind, insurance deductibles and reasonable attorneys' fees and litigation expenses, that directly arise and relate to any substantial and material violation of any duty of the Township covered by this Agreement and which arise directly out of or in connection with any of the Township's sole negligence or tortious or other wrongful acts of omissions related to the performance of this Agreement.

6. **EQUIPMENT:** User and its Personnel shall be responsible for supplying their own weapons, ammunition, and other supplies, as required in Exhibit A, and assume all risks related to the proper operation and maintenance of said weapons, ammunition and supplies. The Township agrees to allow the Personnel access to and use of certain existing equipment owned by the Township necessary for use of the Firing Range (the "Equipment"). The Equipment to which the Personnel will have access pursuant to, this Agreement is listed in **EXHIBIT "C"**, which is attached hereto and made a part hereof

7. **TERM AND FEES:**

A. The term of this Agreement shall be one (1) year from the Effective Date, as defined in paragraph 26, and shall automatically renew each year unless terminated by either Party upon written notice prior to the anniversary of the Effective Date, or as provided for in Sections 9 and 11 of this Agreement.

B. The fee payable to the Township by User for User's use of the Firing Range under this Agreement shall be established from time to time by resolution of the Board of Supervisors. The Township will provide a copy of the resolution to the User. Should the User provide annual maintenance or in-kind work, the fee will be waived.

8. **ADDITIONAL USER RESPONSIBILITIES:**

A. User shall assure, after each use, the return of the Firing Range to the same condition as it was received. User shall be responsible for any costs associated with repairing the Firing Range as a result of damages caused by the Personnel, normal wear and tear excepted.

B. User shall be responsible for any and all costs associated with its Personnel's use of the Firing Range, including salaries, benefits, workers compensation, uniforms, weapons, ammunition, etc.

C. User shall assure the safe use of the Firing Range, including the use of firearms, by Personnel, including providing supervisors to monitor such use.

9. **STANDARD OF CONDUCT:** The Township and User shall not tolerate any unsafe, illegal, or inappropriate behavior or conduct, or any conduct that violates the provisions of this Agreement, by Personnel, and the Township or User shall cause any persons that User knows to have engaged in such behaviors to be immediately removed from the Firing Range, Such conduct may result in the termination of this Agreement by the Township following notice and an opportunity to cure, as provided in paragraph 12, if such activities are promoted by, participated in, or knowingly condoned, by the Personnel. Such conduct may, however, result in the immediate termination of this Agreement without notice or opportunity to cure, where such conduct is ongoing and is promoted by, participated in, or knowingly condoned by User personnel and is likely to result in immediate and serious harm to the Firing Range and/or patrons, renters, guests or other invitees, User's own employees, agents or the Personnel, Township personnel or the public, such that providing notice and an opportunity to cure is not practical.

10. **PRIORITY OF NEW GARDEN POLICE DEPARTMENT:** The New Garden Police Department will be given first priority to use of the Firing Range should any conflict arise between User's schedule, other scheduled users, and the Police Department's schedule. The Police Department shall give notice of any conflict as soon as practical, and shall work in good faith with User to reschedule any missed or cancelled training.

11. **TERMINATION:** In addition to the provisions set forth in paragraph 9, either Party shall have the right to terminate the Agreement for any reason upon thirty (30) days prior written notice. Any termination shall not waive the Parties' indemnification obligations or fee payment obligations under this Agreement.

12. **DEFAULT:** In the event that either Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have seven (7) days after receipt of the notice to correct such failure or take substantial steps toward correcting the failure. If, after seven (7) days, the default has not been corrected, or substantial steps taken to correct the default, the Party serving the notice may then declare the Agreement terminated, at which time User shall immediately cease use of the Firing Range.

13. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served, either (a) personally during regular business hours; or (b) by registered or certified mail, return-receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. All notices shall be addressed as follows:

The Township:

Township Secretary
New Garden Township
299 Starr Road
Landenberg, PA 19350

User

Borough Secretary
Kennett Square Borough
120 Marshall Street
Kennett Square, PA 19348

14. **ASSIGNMENT:** User shall not: assign, sublet, transfer, or convey this Agreement and its: obligations hereunder to any person or entity.

15. **GOVERNMENTAL REGULATIONS:** User shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Township 's Code of Ordinances, with respect to the use of the Firing Range.

16. **EXECUTION:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

17. **ENTIRETY OF AGREEMENT:** This Agreement, together with the Exhibits attached hereto, contains the entire understanding between the Parties concerning; User's use of the Firing Range and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement, There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the: subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the governing bodies of the Township and User.

18. **NO DUTY TO THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

19. **AUTHORITY:** Execution of this Agreement by the Township is authorized by an ordinance enacted by the New Garden Township Board of Supervisors on July 21, 2014. Execution of this Agreement by User is authorized by an ordinance enacted by the Kennett Square Borough on August 4, 2014. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

20. **DISCLAIMER OF RELATIONSHIP:** Nothing contained in this Agreement, nor any act of the Township or User shall be deemed or construed by either of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Township and User.

21. **ENFORCEABILITY:** If any provision of this Agreement, of any section, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by Law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

22. **LAWS; CHANGE IN LAWS:** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of User and/or the Township, and/or any of their respective officials, officers and/or employees. The Parties agree to immediately notify each other of any change in conditions of change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

23. **JURISDICTION AND VENUE:** This Agreement concerns property located within, and actions and activities to be performed within, Chester County, Pennsylvania. Accordingly, this Agreement, and all/questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the Commonwealth of Pennsylvania. The Parties agree that for the purpose of any litigation relative to this Agreement and in the enforcement, venue shall be in the Chester County Court of Common Pleas and the Parties consent to the jurisdiction of said Court for any such action or proceeding.

24. **CAPTIONS:** The captions at the beginning of the several sections, respectively, are for convenience in locating the context, but are not part of the context.

25. **EXHIBITS:** True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

- EXHIBIT "A"** - Conditions/Terms of Use
- EXHIBIT "B"** - Assumption of Risk, Hold Harmless, Indemnification and Release Agreement
- EXHIBIT "C"** - List of Township-owned Firing Range Equipment to Which User shall have Access
- EXHIBIT "D"** - Student Safety and Range Operation Rules

26. **EFFECTIVE DATE:** After this Agreement has been signed by User, this Agreement shall be deemed dated and become effective on the date that the Township's Manager

and Secretary sign this Agreement which date shall be the date stated on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have, entered into this Agreement.

NEW GARDEN TOWNSHIP

USER

By: Spencer J. Andrews
INTERIM, Manager

By: [Signature]

Attest, [Signature]
Township Secretary

Attest: Karen K. Scherer

Date: July 21, 2014

Date: 8/6/14

EXHIBIT "A"

CONDITIONS/TERMS OF USE

The following terms and conditions shall apply in addition to the terms and conditions set forth in the Agreement:

1. SCHEDULING PROCEDURE:

- a. Scheduling range access will begin on the 2nd day of the calendar year.
- b. Access requests shall be put in writing.
- c. For unscheduled access, the User shall provide at least 5 days' notice.
- d. The Township Range Master shall schedule all days and times.
- e. The Township Range Master shall confirm ALL requests for access.
- f. The Township Range Master shall notify all contiguous neighbors and township personnel of the scheduled range activity.
- g. All live fire exercises must cease at the agreed upon time. Live fire exercises are prohibited during complete darkness,

2. STUDENT AND OPERATIONS SAFETY RULES

- a. The User must adhere to the Student Safety and Range Operations Rules; see Exhibit D.
- b. The range area shall be inspected before use and cleaned at the conclusion; problems or damage shall be reported immediately.

3. WEAPONS, AMMUNITION AND EQUIPMENT

- a. The User will provide all weapons, targets, cardboard backers and ammunition for their training exercises. The User shall maintain an inventory of the type and quantity of ammunition fired, to aid the Range Master with annual lead volume calculations.
- b. The user shall submit a list of weapons and ammunition to be used during their training exercise. All inventories shall be approved by the Township Police Department's Range Master.

- c. Targets and target materials must be approved by the Township Police Department's Range Master.
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EXHIBIT "B"

**ASSUMPTION OF RISK, HOLD HARMLESS, INDEMNIFICATION AND
RELEASE AGREEMENT FOR USE OF NEW GARDEN TOWNSHIP FIRING
RANGE**

I, the undersigned, for and in consideration of being allowed to use the New Garden Township Firing Range facilities (hereinafter the "Firing Range"), located at the New Garden Flying Field facility, 1235 Newark Road, Toughkenamon, Pennsylvania (hereinafter the "New Garden Police Flying Field"), hereby recognizes, acknowledges and assumes any and all risk pertaining to my use of the Firing Range.

1. **Assumption of Risks.** I acknowledge that engaging in shooting firearms is dangerous and that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience/injury of a very serious nature and/or die as a result of an accident or incident. I engage in such activities voluntarily and at my own risk and acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to the under signed and others, and causing damage(s) to property, which originate from participating and otherwise: engaging in shooting, I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to me or to Others and without limitation or qualification. The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air, the hazards from using firearms and the use of firearms by others, the risks of falling off of equipment, the risk of explosion, or even the exertion Of the physical participation in the activity, as well as my own known or unknown physical condition. There have not been any express or implied representations to me on behalf of the Township and its former current and future officers, appointed and elected officials, Supervisors, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys and engineers, including without limitation all members of the New Garden Police Department (hereinafter collectively the "Released Parties"), except as expressly set forth in this Agreement,

2. **Physical and Mental Condition.** I acknowledge that at the time of signing this Agreement he or she is in good physical and mental condition to engage in shooting on the Firing Range.

3. **Condition of Equipment.** Prior to engaging in any shooting at the Firing Range, I have determined that, by professional standards, his or her shooting equipment, ammunition and all corresponding items are in good condition and suitable for shooting.

4. **Hold Harmless/Indemnification/Release.** To the maximum extent permitted by law, I agree to defend, indemnify, hold harmless, release and: forever discharge the Released Parties against all injuries, illness, deaths, loss, damages, claims, actions, lawsuits, causes of action of any kind, property damages, economic and non-economic damages, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, which may in anyway accrue against the

Township of New Garden or the Released Parties, arising in whole or in part, or in consequence of my use of the Firing Range at the New Garden Flying Field, and its buildings, land, related parking areas and walkways (hereinafter collectively the "Premises"), including, but not limited to, the discharging of firearms, the use of Township equipment, and presence on the Premises for any purpose or activity related in any way to the use of the Firing Range, or which may in any way result therefore, except that arising out of the sole negligence of the New Garden Township or the Released Parties. I shall, at my own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the New Garden Township or the Released Parties in any such action, I shall, at my own expense, satisfy and discharge the same.

I further agree to the following:

1. This Assumption of Risk, Hold Harmless, Indemnification, and Release Agreement (the "Agreement") shall be admissible in evidence in any proceeding or litigation in which the terms of this Agreement are sought to be enforced;
2. This Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania;
3. If any portion of this Agreement is held invalid, the balance thereof will, notwithstanding, continue in full legal force and effect; and
4. This Agreement shall inure to the benefit of and shall be binding upon my heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever.

I, the undersigned, represent that I have full authority to execute this Assumption of Risk, Hold Harmless, Indemnification, and Release Agreement.

Agreed this _____ day of _____, 20____.

Signature

Printed Name

Witness:

EXHIBIT "C"

**LIST OF TOWNSHIP- OWNED FIRING RANGE EQUIPMENT TO WHICH
USER SHALL HAVE ACCESS:**

1. User may utilize the Firing Range and equipment located in the Firing Range.
2. Use of _____ shall not be permitted.
3. User may utilize solvents and cleaning materials in the _____ area.

EXHIBIT "D"

Student Safety Rules

1. Department approved eye and hearing protection must be worn during all live fire exercises.
2. Soft body armor shall be worn during all live fire exercises.
3. Accidental discharges resulting in unintended damage shall be reported immediately to your department's supervisor and New Garden police chief.
4. Treat all firearms as if they are loaded at all times.
 - a. Muzzle Discipline: Always keep your muzzle pointed down range or in safe direction. Never point at anything you are not prepared to shoot.
 - a. A safe direction (the projectile safety berm) is where NO injury or damage can occur if an accidental discharge occurs.
 - b. The Laser Rule: Imagine your firearm has a laser beam extending from the muzzle; whatever it touches could be shot.
5. Trigger Finger: Always keep your finger straight along the frame and outside the trigger guard unless the muzzle is pointed at something you intend to shoot. The trigger finger is ONLY placed into the trigger guard and on the trigger when coming onto target or just before firing.
6. Target Identification: Students must identify the target before discharging their firearm. *Note: While targets on a square range are easily identifiable, threats on the street are often in close proximity or in front of innocent bystanders; be aware of your surroundings.*
7. Horseplay and/or smoking any tobacco products are prohibited.
8. If you are taking any prescription or over-the-counter drug or there is any physical condition that should be noted, you must notify the instructor BEFORE participating.
9. No bending over on the range: If you need something on the ground, step into a kneeling position and reach for the item while remaining behind all muzzles,
10. Leaving the Firing Lane: Advise the instructor if you need to leave the line during instruction or drill.

11. Pay Attention to Commands: It is each person's responsibility to comprehend and follow all commands while on the range at all times. If you did not hear or understand a command please ask the instructor prior to the drill.

Range Operations Rules

1. Training or practice at the range is not authorized, unless the Conditions/Terms of Use Protocols have been followed, See Exhibit "A".
2. Firearms Training shall only take place in the presence of a MPOETC certified firearms instructor.
 - a. Generally, practice exercises should be in the presence of a firearms instructor. Practice is authorized with written instructions from your department's supervisor and/or firearms instructor.
3. The Range shall be inspected before and after use for damage and/or safety concerns. If concerns are discovered, they should be reported immediately and operations ceased.
4. **Hot Range:** The New Garden Police Department operates a Hot Range. Meaning, all students and instructors shall assume that all weapons are loaded and ready to fire. At the conclusion of a training exercise, students shall follow reload instructions in order to maintain a hot range.
 - a. Loading and unloading shall be done in the designated areas.
5. Cold Range: Some training exercises require "Dry" instruction. This is referred to as a cold range. During these exercises, students will be given instructions to unload their weapon and to render them safe with the slide action or bolt placed in the locked open position. Weapons shall be visually and physically inspected.
6. Cease Fire: This is a command to stop all live fire; it's critical that students adhere immediately.
 - a. Upon hearing "Cease Fire" immediately STOP whatever you are doing, remain in a low-ready position and await further instruction.
 - b. Remember, anyone seeing a dangerous situation about to occur or occurring has a responsibility to yell "Cease Fire" and report the problem to the Firearms Instructor.
 - c. Everyone must be highly aware and involved in the training and watching for problems the same as they would on the street. It is everyone's responsibility to keep himself and everyone else safe. Students are expected to report safety concerns.

7. Injuries, no matter how minor shall be reported immediately to your department's supervisor and New Garden police chief.

8. When not in use during a training exercise, handguns and patrol rifles shall be properly harnessed.
9. Any person suspected of being under the influence of alcohol or drugs will not be permitted to participate in training drills and could be asked to leave.
10. Vehicles, unless being used as part of the training exercise, shall not be parked in the range area. Students shall park in the designated area behind the chained gate.
11. User and/or student misconduct may result in access privileges being revoked.