

## **RANGE USE AND FACILITY LICENSE AGREEMENT (Weekly Use)**

This Range Use and Facility License Agreement (“Agreement”) is entered into as of February 3, 2026, by and between Tehama Shooters Association , a California 501 (c) (7) (hereinafter “Licensor” or “TSA”), and the County of Tehama, a political subdivision of the State of California, acting by and through its Sheriff’s Office (hereinafter “County” or “TCSO”).

### **1. PURPOSE**

Licensor owns and operates a shooting range located at 26950 Manton Road, Paynes Creek, CA 96075 (“Facility”).

County desires to obtain use of the Facility for law enforcement firearms training and qualification one day per week, and Licensor agrees to provide such use under the terms set forth herein.

### **2. TERM**

The term of this Agreement shall be for one (1) year, commencing on the date of execution and ending on December 31, 2026, unless earlier terminated pursuant to this Agreement. Thereafter, if renewed, the term of the agreement shall begin on January 1 of each year and continue through midnight on December 31 of that year.

### **3. GRANT OF LICENSE / USE**

#### **3.1 License Granted**

Licensor grants to County a revocable license to use the Facility every Tuesday for law enforcement training purposes between sunrise and sunset. Extended hours are permitted without additional costs upon request if approved by the ranch owners. County must direct its scheduling only through the Licensor.

#### **3.2 Use of Facility**

During the designated hours on Tuesdays:

- County shall have use of the Facility.
- No members of Licensor or third parties shall access the range without County’s express permission.
- No tenancy or leasehold interest is created by this Agreement.

#### 4. RENT

County shall pay Licensor an annual license fee of Four Thousand Eight Hundred Dollars (\$4,800.00). Payment shall be made in one annual installment and shall be made payable to:

Tehama Shooters Association  
PO Box 475  
Red Bluff, CA 96080

#### 5. USE OF FACILITY

##### 5.1 Permitted Use

The Facility shall be used solely for:

- Firearms qualification.
- Training exercises.
- Law enforcement-related firearms instruction.

##### 5.2 Prohibited Uses

County shall not:

- Sublease or allow third-party use.
- Conduct commercial firearms training for non-County personnel.
- Use the Facility for purposes inconsistent with applicable law or safety standards.

##### 5.3 Representatives

The Parties agree that unless otherwise indicated in writing, the following persons have primary responsibility for liaison and coordination of activities required to carry out this agreement:

For County: Sheriff Dave Kain or his successor;

For Tehama Shooters Association: Ed Little

Renewal of this agreement without any material changes may be accomplished by an exchange of notice of intent to extend and acceptance between these representatives in writing any time before the scheduled termination of the agreement.

##### 5.4 Disclaimer

This agreement does not entitle County personnel to membership in the Tehama Shooters Association. Except as described herein, no County personnel is entitled to access to the TSA range without becoming a member.

## 6. SAFETY AND OPERATIONS

### 6.1 Range Safety

County shall:

- Ensure all personnel comply with range safety rules including those regarding damage to property range use, damage to ranch property and LIVESTOCK.
- Provide qualified Range Safety Officers or supervisors.
- Follow all applicable POST, Cal/OSHA, and firearms safety standards.

### 6.2 Emergency Procedures

County shall maintain emergency response procedures during use, including medical response protocols.

## 7. INDEMNIFICATION

### 7.1 By County

To the fullest extent permitted by law, County shall defend, indemnify, and hold harmless Licensor, its officers, directors, members, and agents from and against any claims, damages, losses, or expenses arising out of County's use of the Facility, except to the extent caused by Licensor's sole negligence or willful misconduct.

### 7.2 By Licensor

Licensor shall defend, indemnify, and hold harmless County, its officers, employees, and agents from and against claims arising from Licensor's ownership, maintenance, or condition of the Facility, except to the extent caused by County's negligence or willful misconduct.

### 7.3 Emergency Plan

The County shall submit to the Tehama Shooters Association an emergency plan for handling injury or fire before its initial use of the facility after execution of this agreement.

## 9. MAINTENANCE AND CONDITION

Licensor shall be responsible for:

- Structural maintenance
- Berms and backstops
- Range infrastructure
- Environmental compliance

County shall be responsible for:

- Cleanup following use
- All brass generated will be picked up by the County and become the property of the Licensor.
- Removal of County equipment
- Reporting unsafe conditions

#### 10. COMPLIANCE WITH LAW

Each party shall comply with all applicable:

- Federal and California laws
- Cal/OSHA regulations
- Firearms and environmental regulations
- Local ordinances

#### 11. TERMINATION

##### 11.1 For Convenience

Either party may terminate this Agreement upon 30 days' written notice.

##### 11.2 For Cause

Immediate termination may occur upon:

- Unsafe conditions
- Breach of material terms
- Loss of required insurance
- Illegal use of the Facility

#### 12. NO EMPLOYMENT RELATIONSHIP

Nothing in this Agreement shall be construed to create an employment, joint venture, or partnership relationship between the parties.

#### 13. PUBLIC RECORDS

This Agreement is subject to the California Public Records Act (Gov. Code § 7920 et seq.).

#### 14. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue shall lie in the Superior Court of California, County of Tehama.

#### 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

16. SIGNATURES <<Signature page immediately following>>

**IN WITNESS WHEREOF**, County and Licensor have executed this agreement on the day and year set forth below.

**COUNTY OF TEHAMA**

Date: \_\_\_\_\_

\_\_\_\_\_

Tom Walker, Board of Supervisors Chairman

**Tehama County Sherrif's Office**

Date: \_\_\_\_\_

\_\_\_\_\_

Dave Kain, Sherrif

**Tehama Shooter Association**

Date: 2/5/26

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Ed Little, President, TSA