

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-175**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve an agreement with Remington Arms to use county property located at 1620 Audubon Trace, Elizabethtown, Kentucky for the purpose of testing firearms.

BE IT FURTHER RESOLVED, to authorize the County Judge/Executive and County Attorney to sign all documents concerning the agreement.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 10 September 2013.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Kenneth L. Tabb
Hardin County Clerk

HARDIN COUNTY FIREARMS TRAINING FACILITY

CORPORATE FIREARMS TRAINING FACILITY AGREEMENT

This agreement is entered into for the purpose of providing specialized facilities located at 1620 Audubon Trace, Elizabethtown, KY 42701 for the exclusive purpose of testing firearms newly manufactured by Remington Arms. This agreement is between the owner of the property, Hardin County (Hardin), a political subdivision of the Commonwealth of Kentucky; the Lessee of the property, the Hardin County Sheriff's Office (Sheriff); and Remington Arms (Remington) this 12th day of November, 2013.

Prior to use of this facility, Remington must have the following documents on file with the Sheriff:

- 1) signed copy of the this agreement;
- 2) written designation of the Remington Supervisor in- charge while at the facility for each use;
- 3) copy of the Remington Policies and Procedures for firearms testing;
- 4) copy of a policy of liability insurance with coverage at a minimum of \$1,000,000 and which clearly provides coverage for any act taking place at the facility.

Article 1 Liability

Remington hereby assumes all liability for any and all injuries which may occur to Remington personnel or others while Remington is using this facility. Remington hereby releases and holds harmless Hardin County and the Sheriff for act or omission resulting in injury and agrees to indemnify Hardin County and the Sheriff for any such liabilities. The Sheriff reserves the right to be present during testing to ensure compliance with all rules and conditions of this agreement.

Article 2 Rules

All Remington personnel will abide by all rules set forth in this document or made a part of this agreement by separate addendum:

1. Treat all firearms as if loaded;
2. Never point a firearm at anyone while using this facility;
3. Firearms are to be pointed at all times in a safe direction;
4. No Concealed Carry permit training will be conducted by any individual at this facility;

5. All firearms testing must be properly and adequately supervised by the designated Remington Supervisor on file with the Sheriff;
6. Strict discipline will be maintained at all times and carelessness will not be tolerated during firearms testing;
7. Live ammunition will be issued by the Remington Supervisor and will not be in the possession of a Remington employee without the permission of the Remington Supervisor;
8. Load and unload the weapon when and as instructed by the Remington Supervisor;
9. No employee shall leave the firing point without first unloading the firearm;
10. No smoking, chewing of tobacco, or use or consumption of alcohol or drugs shall be permitted on the premises;
11. In addition to #10, no chewing of gum, use of music or electronic devices is permitted on the firing line;
12. No talking on the firing line or to shooters on the firing line except as instructed by the Remington Supervisor;
13. No single action revolver firing weapons are to be used at the facility;
14. In case of misfire or malfunction, notify the Remington Supervisor;
15. Never dry fire on the range except under the supervision of the Remington Supervisor. No live ammunition is permitted in the dry fire area;
16. There shall be no unattended weapons at the range;
17. Appropriate eye and hearing protection shall be worn while on the firing line;
18. Do not enter the range house with a loaded weapon!
19. No burning or open fires are permitted.

Article III Scheduling

The facility is primarily for the use of law enforcement personnel for organized training. Priority will be given at all times to law enforcement agencies for scheduling the use of the facility. Remington may not use the facility during any period in which law enforcement is present for scheduled training. All scheduling will be coordinated through the Sheriff. All keys are on a sign out basis only from the Sheriff. Upon completion of scheduled training, all keys must be returned to the Sheriff by 9:00 a.m. the next business day following firearms testing.

Article IV Emergency Service Notification

Upon arrival at the Facility for testing, Remington will contact Hardin County Control: 737-4217 or 765-2900 to inform them of their presence on the range and the nature of their activity. In case of emergency call the numbers listed above or 911. The GPS coordinates for the Facility are N37 42.984 W85 43.364.

Article V Cleanup

Remington shall be responsible for cleaning and disposing of any trash including targets and back drops. The garbage cans provided at the Facility must be emptied by Remington prior to leaving the Facility. Trash is to be put into the dumpster located between the maintenance building and the scale house at the landfill site. by emptying

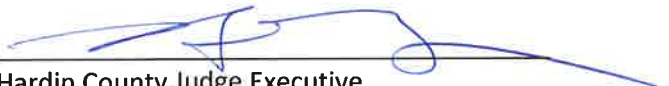
Article VI Termination of this Agreement

Any violation of the rules or terms of this agreement or of the firearms testing policies and procedures of Remington on file will result in immediate termination of use of the Facility without recourse.

I hereby acknowledge that I have received, reviewed and sought appropriate legal counsel prior to entering into this agreement for use of the Hardin County Firearms Training Facility and will insure that my representatives, agents and assigns carry out the terms of this agreement.

This 12th day of November, 2013.

Authorized Representative of Remington Arms



Hardin County Judge Executive
Harry L. Berry

Hardin County Sheriff
Charlie Williams

HARDIN COUNTY SHERIFF'S OFFICE

**CORPORATE FIREARMS TESTING
SUPERVISOR DESIGNATION**

Please Print

Agency Name _____

Date of Testing/use of facility: _____

Firearms Testing Supervisor: _____

Contact information:

Cell: _____

Email address: _____

24 hour contact: _____