

**CONCESSIONAIRE CONTRACT
FOR FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
INDIAN RIVER COUNTY PUBLIC SHOOTING RANGE**

**Between Florida Fish and Wildlife Conservation Commission
and
Indian River County Board of County Commissioners**

APR 1 2001

The Florida Fish and Wildlife Conservation Commission, 620 S. Meridian Street, Tallahassee, Florida 32399-1600 (hereinafter Commission), hereby enters into a Concessionaire Contract with the Indian River County Board of County Commissioners, 1840 25th St., Vero Beach, Florida 32960 (hereinafter Concessionaire) on this 13th day of March, 2001.

WITNESSETH:

Whereas the Commission is authorized by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, owner of real property located at 10455 102nd Terrace, Vero Beach, FL 32967, and more particularly described as denoted on attached Exhibit A, and wishes to make available, under a Concessionaire Contract with the Indian River County Board of County Commissioners, the Florida Fish and Wildlife Conservation Commission Indian River Public Shooting Range (Range) located at the above address and expressly limited to the present range area (rifle/pistol, airgun and archery ranges), sporting clays range (and anticipated walk-through archery range) and associated impact area, office building and storage shed, all in Indian River County, Florida, to support Hunter Education training programs and recreational firearms shooting opportunities for the general public.

Now, therefore, it is mutually agreed that upon the full execution of this Concessionaire Contract, the provisions of the Concessionaire's Operational Plan, attached hereto as Exhibit B, and this Concessionaire Contract shall comprise the total contractual agreement between the parties. In the event of conflict between this Contract and the exhibit(s), the terms of this Contract shall govern. Changes, modifications, approvals, and amendment requests referenced herein shall be addressed in writing to the Director, Office of Informational Services, Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, Florida 32399-1600.

TERM OF THE CONTRACT

This Contract shall be in full force for a period of fifteen (15) years commencing as of the above date and expiring fifteen (15) years from that date, unless terminated as provided herein.

The amount of rent paid to the Commission and the fees charged to shooters may be adjusted through renegotiation of that portion of the Contract after the first year of operation

and thereafter no more often than annually with the approval of the Commission. Other amendments to this Contract shall be considered if mutually agreed to in writing by both parties.

RENEWAL

This Contract may be renewed for an additional term of ten years at the sole option of the Commission. No later than three months prior to the termination of the Concessionaire Contract, the Concessionaire may request to renew the Contract. The request to renew shall be made in writing to the Commission and is subject to the approval of the Commission. Any renewal of the Contract is subject to the express written approval of the Commission and must be in compliance with applicable laws.

OTHER CONTRACTS

This Concessionaire Contract and exhibit(s) shall contain the complete Contract between the Commission and the Concessionaire and, as of the effective date thereof, shall supersede all other contracts, communications or representations, either verbal or written, between the Commission and the Concessionaire relating to the subject matter hereof.

RENTAL PAYMENTS

The agreed upon annual fee for rental of the facility shall be 50% percent of the net profit of the total operation of the facility.

The annual rental payment for the range shall be due to the Commission within one hundred and twenty (120) days following the end of the Concessionaire's fiscal year which shall be September 30, accompanied by a certified copy of the profit/loss statements as required by this Contract.

The Concessionaire shall be entitled to retain 50% of all profit generated by the operation of the range.

LATE FEE

Should the Concessionaire fail to make the annual Rental payment, Concessionaire shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or pro rata share thereof, on the amount of the delinquent payment commencing the first day following the due date of the Contract until paid.

COMPLIANCE WITH LAWS

The Concessionaire shall comply with all local, state and federal laws, codes, requirements, and regulations relative to the taking of wild animal life or freshwater aquatic life, use of the lands for outdoor recreational purposes as herein after provided, construction, safety, sanitation, permits, licenses, operation of the Range and all other matters pertaining to the activities conducted on the premises.

NON-ASSIGNMENT

The Concessionaire shall neither transfer nor assign the Concessionaire Contract nor sublet the premises or any part thereof nor grant any interest, privilege or license whatsoever in connection with the Concessionaire Contract or the real property without written approval of the Commission.

The parties agree that the Commission has entered into the Concessionaire Contract with the Concessionaire because of the special and peculiar fitness and exceptional experience of the Concessionaire in carrying out the duties and covenants to which binds himself thereunder; and therefore, any assignment or delegation of the Concessionaire's covenants or duties thereunder, other than to employees of the Concessionaire or agents for the Concessionaire in the usual course of the Concessionaire's business, or approved in advance by the Commission, shall be without any binding effect whatsoever on either party and shall be null and void.

SCOPE OF RANGE OPERATIONS

The Indian River Public Shooting Range shall be occupied and used by the Concessionaire, or his duly authorized agents or employees, solely to conduct business in connection with recreational shooting activities by the general public and Commission sponsored shooting activities. Said business may include but is not limited to the following activities;

- a) A concession operation, providing items and services that are related to the approved shooting activities, such as firearms and ammunition and fishing-related items such as tackle, license and bait. Additional items such as soft drinks (no alcoholic beverages), snacks and related refreshment items may also be sold.
- b) The Range shall be open for public shooting a minimum of five (5) days per week, a minimum of forty (40) hours per week. The Range may be closed to the public up to two days per week. The Concessionaire is encouraged to open the range for public use on holidays. Changes in the Concessionaire's operational plan shall be submitted to and approved by the Commission's Hunter Education Administrator in advance of any operational changes being implemented.
- c) The Range shall be available at no charge to the Commission for Hunter

Education training and other educational and professional training as needed. Hunter Education use will be scheduled with the Concessionaire by the Commission's Regional Hunter Education Administrator. Additional use by the Commission shall be scheduled with the Concessionaire so as to have minimal impact on public use of the facility.

- d) Recreational firearms, archery and airgun shooting by the general public.
- e) Competitive shooting events may be scheduled during open shooting hours for the general public when minimal impact of public access will occur. Such events shall not be scheduled on the dates or times when Hunter Education use is scheduled.
- f) Two (2) free hunter sight-in days shall be offered per year with the dates established by the Commission.
- g) Firearms training by groups or organizations, during hours/days when Range is not open for public shooting activities.
- h) Other activities as authorized in writing by the Commission.

OPERATIONAL COSTS/PROCEDURES

Except as otherwise provided in this Concessionaire Contract, operating costs, target frame replacement, routine maintenance and repairs caused by normal use of the Range shall be the responsibility of the Concessionaire. The Commission shall be responsible for repairs or replacement of major components of the Range necessitated as a result of natural disasters or other acts not related to wear and tear caused by normal use of the Range unless such damage occurs through the willful negligence of the Concessionaire. Major components of the Range consist of the covered shooting sheds, berms, sidewalks, restrooms, office building.

- a) The Concessionaire shall maintain the premises and all appurtenant structures and improvements in clean, sanitary, and good order and in a safe condition, all grass, shrubs and landscaping shall be trimmed and maintained, satisfactory to the Commission, and all such costs related thereto shall be borne by the Concessionaire.
- b) The Concessionaire shall provide, at its expense, a telephone for emergency use during operating hours. The Concessionaire shall operate its business as outlined in the Operational Plan (Exhibit B). Supervision of Range use shall enhance safety and provide efficient and effective services to promote return user visits. Staffing may be adjusted to meet service requirements.
- c) Maintenance, repairs, and financial loss through insurance protection from theft or vandalism of the automatic target throwing machines and their components shall be the responsibility of the Concessionaire. All equipment is being

provided to the Concessionaire in new condition.

- d) The Concessionaire shall be responsible for all costs related to the maintenance and upkeep of the office/pro shop and providing the services outlined in Exhibit B (Operational Plan) and this Concessionaire Contract.
- e) The Concessionaire shall not rent to or allow the use of equipment by persons under the influence of alcohol or drugs or disorderly persons, nor shall such persons be permitted to enter or remain upon the premises. The Concessionaire shall be responsible for administering a range safety introduction to all range patrons (while operating under normal operating hours, when the Range is open to public use).
- f) The Concessionaire shall not engage in any activities or allow anyone to engage in activities on the premises which are contrary to the full and orderly public utilization of the Range premises except as otherwise provided herein.
- g) The Concessionaire shall not commit waste on the premises; shall not conduct mining operations or drill for oil or gas upon the premises; shall not remove sand, gravel, or kindred substance from the ground; and shall not, in any manner, substantially change the contour or condition of the premises unless approved in writing by the Commission. The Commission shall be responsible for lead removal should it become necessary for such action. The Concessionaire shall collect an impact fee of \$1 per shooter for rifle and pistol ranges, and .50 cents per 25 rounds of sporting clays.
- h) The Concessionaire shall obtain prior written approval from the Commission for any utility easements which are necessary to service authorized facilities on the premises. All other easements are prohibited and shall be void and without legal effect.
- I) The Concessionaire shall have the responsibility to maintain all notices posted at the Range by the Commission including, but not limited to, the Notice of Range Rules and the Notice of User Liability. Additional rules may be established by the Concessionaire subject to approval of the Commission.
- j) It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Concessionaire Contract shall be purchased from the Corporation identified under Chapter 946, F.S. if available, in the same manner and under the same procedure set forth in Section 946.515 (2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of the Contract, shall be deemed to be substituted for the Commission insofar as dealing with said corporations are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES & DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.), which may be contacted

at:

P.R.I.D.E.
5540 Rio Vista Drive
Clearwater, Florida 34620-3107
Telephone Number: (727) 535-4900

FEE STRUCTURE/ IMPACT FEES

A fee shall be charged to the users of the Range. The fee structure may include a daily fee, an annual fee and/or a family fee. However, the amount charged may not exceed the amount indicated in the Concessionaire's Operational Plan (Exhibit B), unless amended through the established procedures. The fee structure includes the amount to be charged for use of the rifle, pistol, airgun, archery ranges and shotgun shooting facilities and/or a combination of all the ranges.

Range use fees for non-public shooting during times when the Range is scheduled to be closed to public shooting activities shall be established by the Concessionaire. These activities may include renting the Range to a public or private entity for in-service firearms training. All fees shall be included in the range operation and be part of the Concessionaire's gross range operating revenue. The fee structure proposed by the Concessionaire in Exhibit B (Operational Plan), reflects the amount charged to the shooter plus one dollar per shooter on the rifle and pistol range and .50 cents per twenty-five (25) round target shotgun shooting impact fee, all of which shall be deposited in an interest bearing account to be paid with interest to the Commission quarterly (collectively, range shooting impact fees). Upon termination or completion of the Contract, any remaining funds in the account, including interest, shall be immediately remitted to the Commission.

During the time the Range is open to the public all Range patrons must have a valid permit on their person when engaged in the respective shooting activities on the Range, except those users for whom no charge is assessed pursuant to Commission-sponsored events and as elsewhere denoted in this Contract. It shall be the Concessionaire's responsibility to issue permits and to maintain records that provide a clear audit trail of Range use. The Commission shall approve the design of Range use permits issued by the Concessionaire.

Commission representatives may, at their discretion, check patrons' permits. Five (5) verified and recorded failures per year of the Concessionaire to insure compliance by persons engaged in shooting activities on the Range may constitute breach of Concessionaire Contract at the sole discretion of the Commission.

IMPROVEMENTS/EXPANSION OF RANGE

At the Commission's discretion, the Concessionaire may have the opportunity, during the term of this Concessionaire Contract, to erect such structures and provide such equipment and materials upon the premises as may be desired to enhance the activities and services

authorized under this Concessionaire Contract, provided no structures may be erected, altered, placed upon or removed from the premises unless and until the design and proposed location, alteration, placement or removal thereof is approved in writing by the Commission.

Any and all structures, which shall constitute fixtures, shall at the option of the Commission remain upon the premises at the expiration of the term of this Concessionaire Contract and become the sole property of the Commission. At the Commission's option the Concessionaire may be required to remove unwanted structures or fixtures at the Concessionaire's expense. In the event this Concessionaire Contract or any material term or condition thereof is breached by the Concessionaire and this Concessionaire Contract is terminated, any and all structures, buildings, or fixtures shall at the Commission's discretion remain upon the premises as part of the recreation site and become the sole property of the Commission. In the event this Contract is terminated for reasons other than expiration or breach by the Concessionaire, Concessionaire shall have the option, at its own expense, within thirty (30) days of termination, of removing fixtures or structures which it has installed.

- a) **Expansion:** Any expansion or modification to the facility must be approved by the Commission in writing prior to any work being done and shall be at the sole discretion of the Commission as evidenced in writing.
- b) **Cost of Expansion:** Any cost associated with expansion of the Range beyond its present facilities and services shall be the responsibility of the CONCESSIONAIRE unless approved otherwise in writing by the Commission.

PERMITS AND LICENSES

The Concessionaire shall obtain all permits and licenses necessary to conduct the business related to the Concessionaire Contract and agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Concessionaire. All required permits and licenses must be obtained prior to commencement of any operation by the Concessionaire. A copy of each permit or license shall be provided to the Commission on or before the date the Concessionaire opens for business.

PAYMENT OF TAXES, ASSESSMENTS, AND UTILITY FEES

The Concessionaire shall have responsibility for all liabilities that accrue to the leased premises or improvements thereon, including any and all drainage and special assessments or taxes of every kind which may hereafter be lawfully assessed and levied against the premises during the term of the Concessionaire Contract. In addition, Concessionaire shall pay all charges for the furnishing of gas, electricity, water, or other public utilities to the Range premises.

RELATIONSHIP OF PARTIES

It is understood that no employer-employee relationship exists between the Commission and the Concessionaire, and the Commission is not responsible for providing Workers' Compensation insurance and withholding services for the Concessionaire or his employees.

There is no conflict of interest or any other prohibited relationship between the Concessionaire and the Commission.

REPRESENTATIONS

The Commission and the Concessionaire stipulate that neither of them has made any representations except such representations as are specifically contained within this Concessionaire Contract and each party acknowledges reliance on its own judgement in entering into the Concessionaire Contract. The Commission and the Concessionaire further acknowledge that any payments or any representations that may have been made outside of those specifically contained in this Concessionaire Contract are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this Concessionaire Contract.

This Concessionaire Contract will be binding upon each of the parties thereto, their heirs, or successors, and shall be assignable only upon the written consent of the Commission.

BREACH AND TERMINATION

The Commission and Concessionaire agree to faithfully execute the covenants and contracts as set forth in this Concessionaire Contract. The Concessionaire Contract may be terminated in accordance with the following:

- a) The Commission or the Concessionaire may terminate this contract with 90 days written notice without cause.
- b) The Concessionaire Contract shall terminate if mutually agreed upon by both parties that such action would be in the best interest of the Commission and the Concessionaire.
- c) The Concessionaire Contract shall terminate immediately upon the Commission giving written notice to the Concessionaire in the event the premises are used for criminal purposes with the knowledge or consent of the Concessionaire. This Contract shall terminate immediately upon the Commission given written notice to the Concessionaire in the event of fraud or willful misconduct or material breach of this Contract. The Commission shall allow sixty (60) calendar days to correct a breach of this Contract.

- d) In the event of material breach of any of the covenants, terms or conditions hereof by Concessionaire, the Commission shall provide Concessionaire written notice to remedy such material breach. If Concessionaire fails to remedy such material breach within 60 days of written notice, the Commission may terminate the Concessionaire Contract effective immediately and all of Concessionaire rights hereunder, and recover from Concessionaire all damages the Commission may incur by reason of the breach and termination of the Concessionaire Contract.
- e) This Contract shall terminate upon the Commission given written notice to the Concessionaire in the event the annual Contract payment is not paid when due. Such termination is at the sole option of the Commission.
- f) This Contract shall terminate upon the Commission given written notice to the Concessionaire, in the event the Concessionaire, his agents or employees fail to abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, on the Range premises.

NO WAIVER OF BREACH

The failure of the Commission to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Concessionaire Contract shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver by the Commission of any of the provisions of this Concessionaire Contract shall in any event be deemed to have been made unless the waiver is set forth in writing by the Commission.

MODIFICATION OR AMENDMENT OF AGREEMENT

No waiver, modification, or amendment of this Concessionaire Contract, or of any covenant, condition, or limitation contained herein shall be valid unless in writing and lawfully executed by both parties. It is the intention of the Commission and the Concessionaire that no evidence of any waiver, or modification or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this Concessionaire Contract unless such waiver, or modification, or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

ASSIGNMENT

The Concessionaire shall not assign any or all of the rights, liabilities, duties or obligations of the Contract nor subcontract any part of the Contract without the written

consent of the Commission.

LIABILITY OF THE PARTIES

Except as prohibited by law, the Concessionaire shall indemnify and hold harmless the Commission from any and all claims or demands for any personal injury or property damage resulting from, or arising out of the Concessionaire's use, operation or occupancy of the Range premises. The Concessionaire shall investigate any and all claims of every nature, at its own expense, relating to the Concessionaire's use, operation or occupancy of the Range premises. Nothing contained in the Concessionaire Contract shall be deemed to constitute a waiver of sovereign immunity on the part of either party or to affect, limit or reduce the protection afforded the Commission under the provisions of §375.251 and §768.28, F.S., or to effect, limit or reduce the protection afforded the landowner under the provisions of §375.251, F.S., or to protect Concessionaire from liability for any deliberate willful or malicious act of the Concessionaire.

INSURANCE REQUIRED

During the term hereof, the Concessionaire shall maintain a modified self-insurance program in keeping with Indian River County Board of County Commissioners' administrative policy and under provision of Section 768.28, Florida Statutes. Additionally, the Concessionaire shall provide written proof of insurance for commercial general liability for personal injury, death and property damage as well as workers' compensation insurance as required by the Florida Workers' Compensation Law.

INDEMNITY

Except as prohibited by law, the Concessionaire shall indemnify and hold the Commission harmless from and against all cost, judgements, attorney's fees, expenses, obligations and liabilities of any kind and nature which the Commission may incur or sustain in connection with or arising from the Contract or any court actions arising hereunder. In addition, the Concessionaire hereby agrees to be responsible for any injury or property damage resulting from any activities conducted under this Contract.

PROHIBITION AGAINST LIENS

The Concessionaire will not cause any lien to be filed against the premises or Concessionaire. If any mechanics lien is filed for labor or materials furnished or to be furnished to the Concessionaire, such lien shall be discharged by the Concessionaire within thirty (30) days after the date of filing.

RIGHT OF INSPECTION AND ACCESS

The Range premises and the operation of the facilities and services thereon will be subject to inspection by duly authorized assigns of the Commission to insure strict compliance with the terms of the Concessionaire Contract. The Concessionaire agrees to permit travel through and across the leased premises by representatives of state, federal or local governments at any reasonable time for any reason.

RECORDS AND RIGHT OF AUDIT

The Concessionaire shall maintain complete and accurate records that provide a clear audit trail of all receipts and disbursements and such additional records as the Commission deems necessary to adequately reflect the operations conducted on the Range premises. The Concessionaire shall be required to furnish the Commission certified copies of his statement of gross revenues including receipts of adjustments for returns and allowances, and profit/loss from the operations authorized by the Concessionaire Contract, within one hundred and eighty (180) days after the end of each Concessionaire fiscal year.

- a) The Commission shall have the right and authority to audit all records, documents, automated records, and books pertaining to the Concessionaire operation. Such audit shall be conducted at locations and at a frequency determined by the Commission and communicated to the Concessionaire. Concessionaire agrees to provide all necessary documentation for the audit at the designated place within fifteen (15) days after the Commission's notice is received and any additional documentation requested during the audit. The Concessionaire will be required to furnish the Commission audited annual financial statements within one hundred and eighty (180) days after the end of each Concessionaire fiscal year. The audit shall be conducted by an independent certified public accountant in accordance with Section 215.97, Florida Statutes, the Florida Single Audit Act.
- b) Records of original entry, source documents and all records pertaining to revenues and expenditures of this Contract shall be retained for a period of three (3) years in auditable condition, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year retention period. The retention period commences from the date of submission of the annual audited financial statement required above.

PUBLIC RECORDS

The Concessionaire Contract may be terminated by the Commission should Concessionaire fail to allow public access pursuant to Chapter 119, Florida Statutes, to all documents, papers, letters or other materials made or received in conjunction with the

Concessionaire Contract. If the Concessionaire seeks or is subject to a judicial determination as to the scope of records required to be disclosed under Chapter 119, F.S. and such judicial determination is sought or defended by the Concessionaire in good faith, the Concessionaire shall abide by the judicial determination and, in such a case, shall not be considered to have breached the Concessionaire Contract.

NO THIRD PARTY BENEFICIARIES

This Contract in no way affords to any third party legal benefits or otherwise the ability to enforce provisions of this Contract.

NON-DISCRIMINATION

As a condition of this agreement, the Concessionaire hereby covenants and agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this agreement.

UNAUTHORIZED ALIEN WORKERS

In accordance with Executive Order 96-236, the Commission shall consider the employment by any Concessionaire of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract, if the Concessionaire knowingly employs unauthorized aliens.

PUBLIC ENTITY CRIMES

In accordance with §287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public entity or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY II for a period of 36 months from the date of being placed on the convicted vendor list.

JURY TRIAL WAIVER

The parties hereto, for the considerations herein, expressly waive the right of jury trial in any legal or equitable matters stemming from this Concessionaire contract.

LEGAL DESCRIPTION

A portion of Sections 25 and 26 of the Fleming Grant, Indian River County, Florida, being more particularly described as follows:

Begin at an iron rod marking the Northeast corner of the lands described in O.R. Book 678, Page 339 of the Public Records of Indian River County, Florida, and run N 89°26'16" W along the North line of the lands described in said O.R. Book 678, Page 339, a distance of 2172.65 feet to a point in the South line of Section 26, Fleming Grant. Then run

Along the Southwest line of Section 26 and Section 25 of Fleming Grant, N 44°39'18" W a distance of 2900 feet, more or less, to a point lying in the East right-of-way line of State Road 5 (Interstate 95). Then run

N 1°50'02" E, along the East right-of-way line of Interstate 95, a distance of 1688 feet, more or less to a point. Then run

S 89°26'16" E, parallel with the North line of the lands described in O.R. Book 678, Page 339, a distance of 4259 feet, more or less, to a point lying in the Northerly extension of the East right-of-way line of 102nd Terrace. Then run

S 0°20'14" W, along the Northerly extension of the East right-of-way line of 102nd Terrace as recorded in Plat Book 12, Page 59 of the Public Records of Indian River County, Florida, a distance of 3730 feet, more or less, to the Northeast corner of 102nd Terrace, according to the said plat. Then run

N 89°26'16" W a distance of 80 feet to a point on the West right-of-way of 102nd Terrace and the POINT OF BEGINNING.

INDIAN RIVER COUNTY SHOOTING RANGE
10455 102nd Terrace
Vero Beach, FL 32967
561-581-4944

Operational Plan

Hours of Operation

The Indian River County Shooting Range (hereafter referred to as IRCSR) will be open to the public a minimum of 40 hours per week as per the contract for public use.

The range will be available to groups, organizations, or individuals on an appointment basis during the days and hours not open to the general public. Shooting activities will not begin prior to 6:00 a.m. nor continue past 9:00 p.m. The range will be open on weekends.

Marketing Plan

As a governmental agency, IRCSR will market the range through county press release, in Parks & Recreation brochures, and in a newsletter to our patrons. We will also have our brochure available at all public places as well as sent to area gun shops, pawn shops and other businesses related to shooting. An information and price sheet will be sent to area law enforcement, and military organizations.

Direct Marketing

Direct Marketing will occur via mail or verbal communications with previous customers based on their shooting interests.

Trade Show Marketing

The IRCSR Range Master II will be a member of the National Association of Shooting Ranges, and will attend and promote our range at several large trade and industry events around the country. We will have a table at most local gun shows to talk and promote the range.

Organizational Marketing

IRCSR will work with all the state and national organizations from the NRA and NSSF to state organizations such as FSSA & FWC. We will become members of most of these

organizations to offer their programs and to promote our range. The FWC Hunter Education courses, as well as Boy Scouts, 4H and ROTC groups will be involved with the range.

Print Add Marketing

IRCSR will have an ad in the yellow pages, Blacks Wing Clay, NASR list of ranges, NRA list of ranges, as well as several State of Florida publications as relates to recreation or shooting. We have County signage as well as working with DOT to get signage on I-95.

Web Based Marketing

IRCSR will be added to Indian River County's website as well as N.A.S.R.'s "Where to Shoot", NRA's member ranges, as well as links from many other shooting and recreation sites.

Promotional Activities

IRCSR will have an open house during our "Site in Days" where we will ask several manufacturers and vendors to display their products. We will bring in events that are spectator friendly to promote the range.

IRCSR will work with manufacturer representatives to have sponsored shoots at the range. These events are typically extremely lucrative for the range in that the manufacturers and vendors assume the advertising and supply burden. IRCSR intends to develop strategic relationships with major firearms industry vendors. IRCSR management is highly in tune with the motivations of manufacturers and the various ways the two entities can help each other. This inside industry experience will be called upon to promote the range and its services.

Shooting Opportunities

Leagues

IRCSR will promote and start-up clubs to be based from our range. We will also run registered tournaments of all types. Leagues and clubs provide a great initial customer base to the range. Industry experience has shown that when gone unchecked, leagues have the capacity to financially damage retail ranges. League members often expect unrealistic discounts and can direct business away from the range by selling to new initiates "out of their garage". Leagues also tend to occupy the range during high usage periods, restricting the availability of the facilities for other shooters. IRCSR is not adverse to allowing the formation of shooting leagues, and management are strong supporters of these activities, but the leagues will be strictly limited to ensure there is no negative impact to the perception of other range patrons or the IRCSR business entity.

Shooting Types

IRCSR will offer pistol, rifle and shotgun shooting of all types as well as archery and airgun. The types of shooting allowed on the range have been identified in previous sections. These activities are consistent with the engineering and safety design specifications of the range. The engineered range safety features will not be bypassed during specialized shooting activities such as action pistol, Cowboy or plinking. In no case will shooters move forward of the firing line and negate the effectiveness of the baffles, backstop and berms.

Training

IRCSR will offer NRA safety classes as well as FWC Hunter Education and Bow Hunting courses. IRCSR's commitment to training opportunities has been accentuated throughout this plan. IRCSR will constantly strive to offer the latest and most effective training opportunities to our patrons. As with the shooting opportunities listed above, no training program or class will undermine the safety features engineered into the range.

Facility Improvements

IRCSR will be adding to the facility a walk-thru sporting clays course and a walk-thru archery course. We also will be adding lights for night time use on the rifle, pistol and 5-stand ranges.

As an advocate of Total Quality Management, IRCSR has a strong commitment towards constantly evaluating our facility, operations and customers needs to make sure we are doing everything possible to further the needs of the company and the shooting public. Initial Capital Improvement projects anticipated during the first three years include:

Maintenance Building

The addition of a maintenance and storage shed is in the works.

Maintenance will be a County function. We intend to make a substantial investment in equipment, and this equipment is vital to the range and the services we offer. A maintenance shed will provide the physical security from the elements and vandals necessary to provide a high level of maintenance. This shed will probably be located behind the Pro Shop.

Range Officer Booths

IRCSR has added rear ready areas on both pistol and rifle ranges.

Safety is a paramount concern of IRCSR. As mentioned in previous sections, our goal is to exercise positive control over every shooting situation. Our RO's will be expected to be on the line during all shooting activities. Each shooter must check in with the RO who will conduct a safety inspection of all firearms and give a safety brief. Normal commands on the firing line will be communicated via loudspeaker system. An RO may still walk the firing line aiding shooters, as long as the RO is controlling the safety of the line from the RO booth without distraction. The Range Officer booths will be designed to ensure all shooters and their firearms are checked for safety prior to approaching the firing and preparation areas. The RO booths may be equipped with video monitoring systems and a phone for emergency situations.

Proposed Fees

Target Range

Admission (Rifle & Pistol Ranges)

Adult* \$6.50 per person / max 3 hours

Juniors (17 & under)* - \$4.50 per person / max 3 hours

Adult * \$6.50 per person / max 1 ½ hours for 200 yds. Range

Junior * \$6.50 per person / max 1 ½ hours for 200 yds. Range

(Shotgun)

5- stand sporting clays * - \$6.25 per round (25)

Sporting Clays Course * - \$34.00 per 100 targets

Non-Profit Sporting Clay Tournament * - \$26.00 per 100 targets

(Archery)

Adults - \$4.00 per person / max 2 hours

Juniors (17 & under) - \$2.50 per person / max 2 hours

Archery Course - \$6.00 per person – once thru

Juniors (17 & under) - \$4.00 per person – once thru

Rentals (per availability) *

Rifle & Pistol Ranges \$175.00 per 4 hours – without lights
 \$250.00 per 8 hours – without lights
 \$200.00 per 4 hours – with lights

Law Enforcement Agencies

 \$150.00 per 4 hours – without lights
 \$224.00 per 8 hours – without lights
 \$170.00 per 4 hours – with lights
Annual Contract (12 or more) \$125.00 per 4 hours – without lights
 \$200.00 per 8 hours – without lights
 \$145.00 per 4 hours – with lights

5-Stand Rental \$30.00 per hour & targets

* Tournament fees will be negotiated through the Range Master

* lead remediation charges will be charged in addition to the rate for each shooter