



Office of the Sheriff of Lake County, Illinois Mark C. Curran Jr., Sheriff



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LAKE COUNTY SHERIFF'S FIREARMS TRAINING FACILITY **USER AGREEMENT**

This Agreement is entered into this ____ day of _____, by and between the Lake County Sheriff's Office ("Sheriff") and _____ ("Agency"). In consideration of the mutual covenants contained herein, the Parties agree as follows:

This Lake County Sheriff's Firearms Training Facility User Agreement ("Agreement") is intended to provide the Agency with access to the Lake County Sheriff's Firearms Training Facility ("Facility") including the shooting range, equipment and classroom for training purposes.

The Facility shall be operated in accordance with the Lake County Sheriff's Firearms Training Facility Standard Operating Procedures ("S.O.P.") attached as Exhibit A and incorporated herein. No one will be allowed to use, train or shoot on the Range until they have read and agreed by signature to abide by the S.O.P.

A Sheriff's employee shall be present at all times during the Agency's use of the Facility. The Sheriff's employee shall orient the Agency using the Facility as to the S.O.P.: Safety Rules and Regulations; General Range information; Facilities and Equipment; and Rules of Conduct. The Agency shall inform all its employees of this information. A Certified Range Officer, certified by the Illinois Law Enforcement Training Standards Board, must be present when the shooting range at the Facility is in use for training. The Agency may provide its own Certified Range Officer with prior written approval by the Sheriff. That written approval shall be attached to this Agreement.

The Agency shall provide its own weapons, ammunition, ear protection, eye protection, body armor, cleaning equipment, target, and glue. The Agency shall pay for and/or replace any property or equipment damaged while using the Facility.

The days and times of Facility operation and scheduling of training and related activities shall of be determined by the Sheriff. Shooting is not allowed after 9:00pm. The Facility shall not be open on Sundays.

The Sheriff or his designee may cancel the Agency's scheduled training with at least 48-hours' notice prior to scheduled Facility use, with no penalty.

Any questions, complaints or commendations related to services provided under this Agreement should be directed to the contact person designated by the Sheriff. If a dispute between the Parties as to the extent of service or performance pertaining to the operation of this Agreement arises, the Sheriff's determination shall be final.

BILLING AND PAYMENT

The Agency shall be billed monthly for the use of the Facility and shall deliver payment within 30 days of receipt. The following rates are in effect:

- ☐ \$75.00 per hour of use of the Firearms Training Facility without a Lake County Sheriff's Office Certified Range Officer.
- ☐ \$90.00 per hour of use of the Firearms Training Facility with a Lake County Sheriff's Office Certified Range Officer.

The billing rates cited above shall be reviewed periodically and adjusted when necessary based on the cost of operating the Facility.

INSURANCE AND INDEMNIFICATION

The Agency shall provide a Certificate of Insurance ("COI"), detailing the actual coverages in force and effect during the term of this Agreement. The COI shall be accompanied by a separate endorsement that designates as additional insured the **"Lake County Sheriff's Office and its officers, agents, and employees; Lake County and its officers, agents, and employees."** The endorsement shall be signed by an officer of the Insurance Company issuing the policy or by an authorized, representative agent of the Insurance Company. Intent to notify the Sheriff is not acceptable or sufficient.

Insurance liability coverage limits are required as follows:

Commercial General Liability	Limits
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Workers' Comp & Employers Liability	Limits
Policy Limit	\$2,000,000
Each Employee	\$1,000,000
Automobile Liability	Limits
Combined Single Limit	\$2,000,000
Bodily Injury (per accident)	\$2,000,000
Bodily Injury (per person)	\$1,000,000

Acceptance of COI by the Sheriff shall not limit or relieve the Agency of any duties and responsibilities assumed by the Agency. Acceptance of COIs not in compliance with all requirements stated in the provisions in this Agreement shall not result in any waiver of these requirements.

The COI shall be sent to the Training Division, Lake County Sheriff's Office, 25 S. Utica Street, Waukegan, Illinois 60085. The initial COI shall accompany this executed Agreement.

The Agency agrees to indemnify and hold harmless and defend the Sheriff and Lake County, their officers, agents, and employees against all liability of any kind whatsoever resulting from the acts or conduct of the Agency, its agents, representatives or employees in the performance of this Agreement.

This Agreement shall be in effect for a period of 1 year from the date entered above; provided however, that either party shall have an absolute right to terminate this Agreement upon thirty (30) days written notice to the other.

The laws of the state of Illinois will govern all legal proceedings arising out of this agreement and jurisdiction shall rest with the Nineteenth Judicial Circuit Court, Waukegan Illinois.

All of the above terms and conditions establish the entire Agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

By: _____
Agency (signature required)

By: _____
_____, LCSO