

MUCC STATE SHOOT AGREEMENT

This State Shoot Agreement (“Agreement”) is entered into by the State Shoot Committee, Incorporated (“The Committee”) and the _____ (“Club”), in consideration for holding the Michigan Shooting Clubs State Shoot at _____ on _____.

CONTRACT DOCUMENTS

1. The following documents construed together and in complimentary manner, form the Contract (“Contract Documents”):
 - This State Shoot Agreement and any addendums, exhibits, warranties, and notarized statements which are attached and initialed hereto.
 - The Michigan Shooting Clubs State Shoot Insurance Agreement.

PARTIES

2. MUCC State Shoot Committee doing business as: State Shoot Committee, Incorporated, a Michigan non-profit corporation with its principal place of business at 2975 Alexander Ave. Rochester Hills, MI 48309.
3. The Club, a Michigan _____ corporation with its principal place of business at _____.

OBLIGATIONS

4. The Committee agrees to hold the Michigan Shooting Clubs State Shoot at the Club’s facilities on the date specified in the above paragraph.
5. The Club, during the Michigan Shooting Clubs State Shoot and at its sole expense, shall provide all the necessary personnel, as determined by the Committee, to effectively run the Michigan Shooting Clubs State Shoot.
6. The Club, during the Michigan Shooting Clubs State Shoot and at its sole expense, shall allow the Committee the use of all the Club’s property, facilities, and shooting ranges located at the address listed above (collectively referred to as “Premises”) necessary to conduct a successful State Shoot.
7. The Club, during the Michigan Shooting Clubs State Shoot and at its sole expense, shall make available to the Committee the Club’s common areas including, but not limited to, parking areas, driveways, sidewalks and ramps, service areas, hallways, lighting facilities, outdoor portable restrooms, and landscaped areas (the “Common Areas”).
8. The Club, during the Michigan Shooting Clubs State Shoot and at its sole expense, shall operate, manage, equip, light, insure, repair, keep clean, and maintain the Premises and Common Areas including but not limited to, the outdoor portable restrooms, and electrical and plumbing systems.

9. The Club shall purchase and provide all the necessary targets, trophies and participant patches for the Michigan Shooting Clubs State Shoot.

USE OF THE PREMISES

10. The Committee shall use and occupy the Premises for Michigan Shooting Clubs State Shoot purposes only. The Committee shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency.
11. The Club shall have the right to use the premises provided that the use does not interfere with the operation and conduct of the Michigan Shooting Clubs State Shoot as determined by The Committee.

DESTRUCTION OF THE PROPERTY

12. If, after the execution of this Agreement and prior to or during the Michigan Shooting Clubs State Shoot, the premises and-or common areas are partially or totally destroyed by fire or other casualty or are condemned or are taken by any public authority under the power of eminent domain, The Committee at its sole desecration may cancel the Michigan Shooting Clubs State Shoot and void or modify this agreement as it sees fit.

INCOME FROM STATE SHOOT

13. The Committee and the club will split the money received from the entry fees for the Michigan Shooting Clubs State Shoot to help offset The Committee's cost as follows: fifteen percent (15%) to The Committee, and eighty-five percent (85%) to the club. The Committee will pay the Host Club's portion of the entry fees within 15 days following the last day of the shoot.
14. If the Club operates any food, liquor, alcohol, or merchandise booths or facilities during the Michigan Sporting Clubs State Shoot, the Club shall be entitled to all income from their food, liquor, alcohol, and merchandise sales. The expenses incurred by the Club for these booths or facilities shall be the sole responsibility of the Club.

BOOTH OPERATIONS

15. The Committee will be allowed to operate its own booths during the Michigan Shooting Clubs State Shoot. All decisions on The Committee's booths are to be made solely by The Committee.

LICENSES

16. Except where otherwise provided, The Committee will be responsible for obtaining all necessary licenses needed to conduct The Committee's operations described in Paragraph 15.
17. The Club will be responsible for obtaining all necessary licenses needed to conduct its food, liquor, alcohol and merchandise sales and its raffles or giveaways, or any other Club operation described in the Agreement.

INSURANCE

1. The Club agrees to add the State Shoot Committee, Incorporated as an additional insured on club's policy totaling \$1,000,000 (one million) or more in limited liability insurance and provide a copy of the policy showing said additional insured's at least 30 days prior to the shoot date to the President of the State Shoot Committee, Inc.

DEFAULT

18. If the Club defaults under any provision of this Agreement, The Committee at its sole discretion may void this Agreement and cancel the entire or remaining portion of the Michigan Shooting Clubs State Shoot.

MISCELLANEOUS

19. Michigan Shooting Clubs State Shoot Rules and Regulations ("State Shoot Rules") are set out in the attachment A. The Host Club Requirements are set out in the attachment B. The Club's rules are set out in the attached Exhibit B. The Committee and its agents, employees, invitees, and licensees and the Club and its agents, employees, invitees, licensees, and members shall comply with both the State Shoot Rules, Host Club Requirements and the Club's rules. In the event that the State Shoot Rules conflict with the Club's rules, the State Shoot Rules will override the Club's rules.
20. The Committee or the Club's failure to insist on strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this Agreement. This Agreement may only be changed, modified, or discharged in writing and with the consent of The Committee.
21. All notices required under this Agreement shall be in writing and shall be deemed to be given if either delivered personally or mailed by first class mail to The Committee or the Club at their respective addresses set forth in the Agreement under Paragraphs 2 and 3 respectively, or to any other address that either party furnishes in writing during the term of this Agreement.
22. This Agreement shall be construed under the laws of the State of Michigan.
23. If any provision of this Agreement or portions of this Agreement or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
24. This Agreement and its covenants and conditions shall inure to the benefit of and be binding on the Club and its successor and assigns.
25. Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
26. All headings in this Agreement are included for the convenience of reference only and shall not constitute a part of this Agreement for any purpose.

State Shoot Committee

Club

By: _____

By: _____

Its: _____

Its: _____