



AGREEMENT FOR RENTAL OF GUN LOCKER AMMO STORAGE UNIT OR CART PAD

This Agreement is made as of the last date below between Dallas Gun Club, Inc. ("DGC") and the undersigned member of DGC ("Member"). Member desires to lease from DGC a lockable gun locker, ammunition storage unit and/ or cart pad. In consideration of the mutual promises and covenants hereinafter set forth, the DGC and Member agree as follows:

1. **Locker/Cart Pad: Rental Period.** DGC leases a) a lockable gun locker numbered _____; b) an ammunition storage unit numbered _____ (gun locker and ammunition storage locker shall be individually or collectively referred to as "Locker") and/or c) the cart pad numbered _____ ("Cart Pad") to Member upon the terms and conditions set forth herein. The first rental period shall start on the date of this Agreement. Each Rental Period shall be automatically renewed monthly unless (a) the Member gives written notice to the DGC that the Member will not renew the lease of Locker and/or Cart Pad at least 30 days prior to the end of the Rental Period and the Member removes the contents of the Locker and/or Cart Pad or (b) DGC gives written notice to the Member at least 30 days prior to the end of the Rental Period that the DGC will not renew the lease of the Locker and/or Cart Pad.
2. **Rent.** Member shall pay monthly rent to the DGC in equal semi-annual installments for the Locker and/or Car Pad in advance. The Rent shall be determined by the Board of Directors of DGC and communicated to the Member not later than 180 days prior to the effective date of change of Rent.
3. **Use of Locker.** Member may use the Locker only for storage of firearms, firearm cleaning supplies and equipment and various accessories associated shooting sports of all kinds. Member shall not alter the interior or exterior of any Locker without the written approval of DGC, including without limitation, the attachment of stickers, nameplates or labels. Any alterations made to the interior of any Locker shall become the property of DGC. Member's use of the top surface of the Locker shall be strictly limited to the dimensions of the Locker and any items placed on top of the Locker shall be kept neat and orderly.
4. **Storage of Ammunition and Items of Value.** It being understood by Member that Locker was not designed for the protection or security of such items having intrinsic monetary value; collectible items or other irreplaceable items and DGC affords no such protection or security. Storage of Member's belongings is understood to be at Member's own risk.
5. **Custody and Control of Locker.** Member shall provide a lock for securing the Locker, and Member shall be deemed to have sole custody, care, and control of the contents of the Locker. DGC shall not have, or be deemed to have, custody, care or



control of the contents of Locker, nor shall the DGC be deemed to be a bailee of the contents of Locker.

6. **Member's Care of Locker.** Member shall keep Member's Locker clean and in good order. Member shall keep Locker locked except when placing items in or removing items from Locker. Member shall not make any alteration to Locker without the express written authorization of DGC.
7. **Use of Cart Pad.** Member may use the Cart Pad for storage of a golf cart or four-wheel all-terrain vehicle ("ATV"). The ATV shall be no larger than the dimensions of the Cart Pad. Member shall be solely responsible for parking and storage of the ATV. Member may store an ATV trailer in a space designated by DGC.
8. **DGC's Duty of Care.** DGC is providing Locker or Cart Pad as an accommodation to Member, and DGC undertakes no special duties of care with respect to personal property stored in or on such Locker or Cart Pad. Member acknowledges that DGC's obligation is to maintain the Lockers or Cart Pad with no greater care than the DGC exercises for other areas. DGC shall not be liable for any damages or loss to the Member with respect i) an ATV, ii) an ATV trailer, and iii) the contents of Locker as a result of theft, disappearance, vandalism, fire, water, leaking pipes, flood, rain, electrical malfunction, explosion, any act of God or any other situation out of the control of the DGC. DGC shall be liable only for an intentional act committed by an employee resulting in damage or loss to the contents of Locker or Cart Pad. Member acknowledges that the Locker or Cart Pad may be located in a flood plain or flood way.
9. **Assumption of Risk: Insurance.** Member acknowledges that DGC does not maintain insurance for Member against loss of the contents of the Locker, ATV or ATV trailer. Member also acknowledges and agrees to maintain appropriate property, liability and casualty insurance relating to the Member's property stored in Locker and the ATV and ATV trailer, which is stored at Member's own risk.
10. **DGC's Regulations.** Member agrees that Member will comply with DGC's Rules and Regulations for the use of the Locker and Cart Pad.
11. **Release of DGC.** Member agrees to hold harmless DGC from and against any and all claims, losses, damages, expenses (including reasonable attorney's fees) and liabilities incurred by DGC as a result of Member's failure to comply, by act or omission, with any of the requirements of this Agreement. Member releases DGC, its directors, offices, employees, and agents from any and all claims Member may have at any time against the DGC with respect to the items stored in the Locker and on the Cart Pad except such claims as may result from any intentional acts of DGC or its employees.



12. **Termination of Agreement.** This Agreement shall automatically terminate upon the date Member resigns, sells or terminates his/her DGC membership. DGC may terminate this Agreement upon i) the failure of the Member to pay to the DGC any Rent when due; or ii) the failure of Member to comply with published Locker or Cart Pad policies. Member may terminate this Agreement effective upon the payment of all Rent owing DGC.
13. **Removal of Contents.** In the event of the termination of this Agreement, Member shall remove the ATV, trailer and contents of Locker no later than the date on which such termination is effective.
14. **Modification of Agreement.** Any modification of this Agreement must be in writing signed by DGC and Member.
15. **Assignment.** Member may not, without the prior written consent of DGC, assign this Agreement, or transfer Member's rights under this Agreement to any person.

In Witness Whereof, DGC and Member have executed this Agreement as of the day and year stated below.

DALLAS GUN CLUB, INC.

By: _____

Date: _____

MEMBER

Name: _____

Signature: _____

Date: _____