

1/16/16 - The Cowboys are moving away.

In 2011 ProTEQ began constructing another shooting range along the North Side of the South Valley. That project's birth was encouraged by accepting the responsibility to provide a multi-stage shooting area for a local Cowboy Action Club that was losing its current range. The intent and result was a highly variable, shooting area asset, which could be arranged for many different genres. It became an excellent teaching arena for simple thru complex class agendas. It evolved to a popular practice location for both paper and steel targetting. In essence the value of the shooting area outgrew the limited and occasional usage by the Cowboys.

ProTEQ is a For Profit Enterprise that has, is, and will develop the finest Outdoor Shooting Range in the Midwest. Our Patrons have utilized our facility for decades finding it cost effective and member friendly. ProTEQ's commitment in time and materials has been substantial and will be more so as we complete the multiple projects planned for the Premium South Valley. The Cowboy portion of that profit motive was tiny in that their contribution toward ProTEQ's gross receipts was well under 5%, but their imprint on the expenditure of time, materials was large. That effect was consistent across the five years of their use and not likely to change. ProTEQ gained a good shooting area asset, but underutilized it, and lost money each of the five years.

We had a disagreement in November concerning control, use, and layout of the CAS appropriate steel plates in the shooting area. This resulted in negotiations of a written contract to replace the handshake agreement of 2011. The resulting contract was not accepted by the Club. The Club decided to move to another location. During this move the North Berm shooting area will undergo many changes and ProTEQ will be replacing a lot of steel targets. Please be patient as we bring online the new and vastly more useable ProTEQ Premium Member shooting arena the

ProTEQ Performance Center

I've had requests for more details about the problem and negotiations. The entire process was difficult, strained, and often not well participated, but the details need not be shared. I think the best answer is to just provide a copy of the rejected contract, which is attached below.

Operations Contract Cowboy Shooting Match Contract
(Final Revision)

The **ProTEQ** Firearms Academy Shooting Range, here after known as **ProTEQ**, does enter into a 2017 Calendar Year contract with the Pine Ridge Regulators Cowboy Action Shooting Club here after known as **PRR**. The **PRR** will rent from **ProTEQ** the South Valley Shooting Area located along the North hillside and composed of several shooting bays and related facades, here after known on Match Days as the Cowboy Action Range or **C.A.R.** The **C.A.R.** will be rented on the 3rd Saturday of the months April thru October, with March and November as optional reserves. The Match Day Rent Period Access (hereafter known as the Rental Period) will cost \$200 or \$6 per participant shooter whichever is greater. Rent will be due in cash or check at the conclusion of the Match. **PRR** may choose to receive ONE free match per calendar year where NO rent is collected for either March or November. Rental Period will begin at 7:00 AM and cease 30 minutes after the last competitor completes the final Match Stage. Last minute Match Cancellations due to inclement weather or severe ground conditions are allowed free of charge. The South Valley Rifle Range & Transition Range will be CLOSED during the Rental Period. The Rim-fire and Pistol Ranges will remain open during the Rental Period. The **C.A.R.** will be closed the Friday before the Rental Period to protect the Stage Setups that occur on the Thursday before. Signs will be placed at the C.A.R. describing this Friday closure. Any Rental Period Setup that occurs prior to that Thursday will remain at risk from **ProTEQ** Membership usage that might move, paint scuff, alter, or damage such setup until 4:00 PM on that Thursday prior.

All persons present on the **C.A.R.** during Rental Period will sign the Match Day Group Release provided by **ProTEQ**. No person present during Rental Period will be required to join **ProTEQ** Membership. Those Match Participants who sign the Match Day Group Release will have **ProTEQ** Privileges until Range Closure Time of that same Day. **PRR** Members who have participated in 4 or more prior year **PRR** Match Events at **ProTEQ** can join as Full **ProTEQ** Patrons with daily privileges for the current calendar year at the LE/M discount rate (currently 50% of the South Valley posted rate).

PRR will have authority to operate the C.A.R. as needed during Rental Period and Setup as long as safe guidelines are followed. **PRR** may operate its Rental Period independently while on the property, but will be subject to **ProTEQ** safety oversight. If a safety issue arises **ProTEQ** will have final decision authority.

Both **PRR** and **ProTEQ** will retain their separate ownership of the targets they each provide or provided. Both will retain responsibility for maintenance, repair, and security of their respective targets. A key locked secured area will be provided for target storage and both **PRR** & **ProTEQ** will have key access. Each will be responsible to use such storage for their respective targets if they so decide. Neither will be liable for the others targets that are left unsecured.

Both **ProTEQ** and **PRR** will actively advertise the Rental Period by email, poster, website, and/or other means. **PRR** will provide **ProTEQ** an electronic copy of the final Match results at the time of Rental Period payment. Such copy will be wirelessly transferred to a Tablet **ProTEQ** provides to **PRR** for that transfer purpose. **ProTEQ** will post those results on the website(s) it maintains.

ProTEQ owns and controls all lands and improvements upon the property. **ProTEQ** owns and controls all personal property provided by **ProTEQ**. **ProTEQ** will maintain the South Valley including drives, parking lots, facades, roofs, berms, outhouses, shooting areas in front of the firing line, viewing areas behind the firing line, and/or other aspects of the lands and improvements.

PRR will have no privileges or influence upon **ProTEQ** on days other than the Rental Period. **PRR** will include **ProTEQ** in all **PRR** Club wide group emails. **PRR** will provide **ProTEQ** the Names, Alias, and email addresses for all match event participants.

At this time the negotiation of a regular monthly second Match Day Date is not possible due to declining participation. If participation substantially increases and continues that trend, a second regular monthly Match Date can be discussed. The concept of a Fifth Saturday Match Day is a possibility that might be negotiated if those Saturday dates are not already reserved. The possibility of an occasional weekday evening shoot once or more during 2017 is also open to discussion during 2017.

ProTEQ Firearms Academy Shooting Range

Donald D Brannan
CEO

____/____/____
Date

Pine Ridge Regulators Cowboy Action Shooting Club

John Sharp
Club President

____/____/____
Date