



Date \_\_\_\_\_

### MEMBERSHIP AGREEMENT

5151 North Gates Ave, Fresno, CA 93722 | 559-277-9800 | pistolrange.com

New  Upgrade

I herewith purchase membership with The Range Pistol Club, Inc.

\_\_\_\_\_  
First Name Middle Initial Last Birthdate

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
E-MAIL Primary Phone #

\_\_\_\_\_  
Secondary Phone # Driver's License # -OR- Military ID#

MALE  
 FEMALE

Is this your first visit to The Range?  Yes  No

How did you hear about us? \_\_\_\_\_

**JOINING FEE & DUES:** A \$40 joining fee with each membership and last month dues are paid at joining:

- BLUE** \$19.99/month – 6 month minimum term \$59.99 due at joining (non-refundable)
- WHITE** \$29.99/month - 6 month minimum term \$69.99 due at joining (non-refundable)
- RED** (3 memberships) \$39.99/month - 12 month minimum term \$79.99 due at joining (non-refundable)
- LE/FIRST RESPONDER/SENIOR** \$14.99/month – 12 month minimum term \$54.99 due at joining (non-refundable)
- \_\_\_\_\_ \$\_\_\_\_\_ due at joining (non-refundable)

**BILLING FOR DUES:** By signing this agreement, I authorize The Range PistolClub to bill my bank account for my monthly dues as selected above. After the indicated minimum membership term, the membership AUTOMATICALLY RENEWS MONTH TO MONTH UNTIL THE RANGE has received and acknowledged written notice from me to stop charging my account at least thirty (30) days prior to the last billing.

**DATE OF BILLING:** Dues will be drafted monthly beginning \_\_\_\_/\_\_\_\_/\_\_\_\_. **Member Initials** \_\_\_\_\_

Accepted by \_\_\_\_\_ for THE RANGE Member ID# \_\_\_\_\_

**CONSUMER RIGHT OF CANCELLATION.**(a) You (the buyer) have 7 business days to cancel this contract. To cancel, mail or hand deliver a letter to The Range Pistol Club, Inc., 5151 North Gates Ave, Fresno, CA 93722

Do not sign this contract if there are any blank spaces above. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options. It is recommended that you send your cancellation notice by registered or certified mail, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from an official of the club, acknowledging your cancellation. To be effective, your cancellation must be postmarked by midnight, or hand

delivered by midnight 7 business days after this contract is signed, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you.

(b) You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. To cancel, send a written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail, return receipt requested.

**WARNING.** I understand that if I am pregnant or nursing I am not allowed to shoot at The Range Pistol Club for health reasons. I understand that if I have a history of heart disease, I should consult a physician before utilizing the facility. I have read this agreement and I have been given a copy of this agreement. This is the entire agreement between the parties and no oral statements may modify this agreement. By signing the face of this document I accept and agree to the information on all pages. I, My agents, Assigns, Executors, or Administrators, for the consideration of being allowed to enter, rent, and use the facilities and/or firearms at THE RANGE PISTOL CLUB, INC. do absolutely assume ALL risks, and hold THE RANGE PISTOL CLUB, INC. and its Agents, Instructors, and employees harmless from liability; whether claimed by myself or another arising out of any injury, loss or disability connected with the above use of facilities and malfunctioning firearm by another, ricochet of a bullet or other material, the intentional or unintentional weapon firing by myself or another shooter. I have completely read, understand and agree to the terms of all pages of this contract.

Signature \_\_\_\_\_ (buyer or parent/guardian)

**Staff to complete:** Initial term begins \_\_\_\_/\_\_\_\_/20\_\_\_\_  Former Member  New Member

PLEASE ATTACH A VOID OR BLANK CHECK

REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to The Range Pistol Club, Inc ("The Company"), Fresno, CA 93722, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of

PRINT NAME AS IT APPEARS ON ACCOUNT

**REQUIRED FOR ALL  
EFT DRAFT ACCOUNTS**

**BANK ACCOUNT**

\_\_\_\_\_  
BANK NAME

CHECKING  SAVINGS

\_\_\_\_\_  
ROUTING NUMBER (9 DIGITS)

PERSONAL  BUSINESS

\_\_\_\_\_  
ACCOUNT NUMBER

# THE RANGE PISTOL CLUB MEMBERSHIP

**PLAIN TALK ABOUT YOUR MEMBERSHIP:** We want everyone to have a safe, fun and enjoyable range experience.

You are buying a range membership and are agreeing to pay dues every month regardless of you using the range. If you don't use the range, the staff still gets paid and are waiting for you to use the range. The expenses of running the range keep on going because if you come in and the range is not ready, you're going to be mad as heck.

Keep money in your account to pay your monthly dues. If you don't, bank service charges may be applied.

When you get a new account please inform The Range Pistol Club. If you don't tell us, your dues won't get paid, then more late charges happen which you don't like and neither do we.

We're into cleanliness and hygiene. We'll keep the place clean and neat but you have a helping role in this.

We are dedicated to your safety and security. We check all members in with their ID cards and verify guest's identity with their driver's license.

Don't feel offended when your best friend behind the desk requires you to use your ID card or your guest is asked to show ID. Follow the security reminders around the range and you'd be wise to use them in all public places.

OK, we've tried to make this simple but you're supposed to read the rest of this before you sign the agreement.

**MEMBER OBLIGATION.** Member is responsible for payment of membership obligation. Failure to use the membership and utilize The Range Pistol Club programs and facilities, which are available to member, does not relieve member of responsibility for payment. A \$15 service charge will be added each month to payments delinquent by over 10 days. Accounts in arrears by more than 30 days will be suspended until the account is reconciled and the club reimbursed the actual cost of collection. The membership is absolutely nonrefundable in whole or in part unless: If you should die or become permanently disabled during the membership term or any renewal term, your estate may cancel the contract. The range is entitled to a reasonable predetermined fee in such event, in addition to an amount computed by dividing the total cost of your membership by the total number of months of the membership and multiplying the result by the number of months expired in the membership term. Reasonable proof of death or permanent disability may be required under this paragraph.

**LE/FIRST RESPONDER/SENIOR Membership:** Member may use the range during open hours. Gun rentals, ammunition, and targets are not included.

**BLUE Membership:** Member may use the range during open hours. Gun rentals, ammunition, and targets are not included. 6 guest passes will be issued at time of membership purchase. 6 additional guest passes will be issued on the first billing month of each additional billing year term (12 months).

**WHITE Membership:** In addition to the privileges of the BLUE membership, WHITE members may rent any of the rental guns made available by The Range. 12 guest passes will be issued at time of membership purchase. 12 additional guest passes will be issued on the first billing month of each additional billing year term (12 months).

**RED (3 memberships) Membership:** In addition to the privileges of the WHITE membership, RED members may have up to 3 different members on the same RED membership account. 24 guest passes will be issued at time of membership purchase. 24 additional guest passes will be issued on the first billing month of each additional billing year term (12 months). One member must be financially responsible for the obligations of payment.

**CHILDREN,** parents are responsible for the conduct and safety of their children. Children under 12 may not be in the shooting range, they only may be in the retail showroom of The Range Pistol Club. All children are the responsibility of the parent or guardian and not the responsibility of The Range Pistol Club.

**GUEST POLICY:** All guests will pay full price unless a guest pass is used. Guest passes are a one-time use pass that waives the lane rental fee for the guest on the day the guest pass is presented only.

**AMMUNITION:** Use of unauthorized can result in serious injury and/or death to yourself and others. Furthermore, unauthorized ammunition permanently damages the bullet traps. DO NOT take or try to shoot any steel core or steel jacketed, tracer, armor-piercing, or any other incendiary type ammunition onto the range. YOU ARE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE DONE TO THE BULLET TRAPS OR ANY OTHER PART OF OUR FACILITY.

**ID CARD:** Member ID card is to be shown each time member enters The Range Pistol Club.

**RANGE RULES:** Any person convicted of a felony or violent misdemeanor, been adjudicated as mentally defective, been committed to a mental institution, has a history of mental illness, unlawful user or addicted to marijuana, any stimulants, any depressants, narcotics or controlled substances, pregnant or nursing may NOT use the range or handle a firearm. If you are depressed, suicidal, or are suffering because of emotional problems you may NOT use the range or handle firearms.

Use of unauthorized ammunition can result in serious injury and/or death to yourself and others. Furthermore, unauthorized ammunition permanently damages the bullet traps. DO NOT take or try to shoot any steelcore or steel jacketed, tracer, armor-piercing, or any other incendiary type ammunition onto the range. YOU ARE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE DONE TO THE BULLET TRAPS OR ANY OTHER PART OF OUR FACILITY.

By signing this contract you understand that the use of firearms on the range is an extremely hazardous and dangerous activity that poses the risk of serious bodily injury and/or death.

Rapid fire is not allowed nor will it be tolerated. Members will be charged \$25 per damaged target hanger or mechanism.

**WAIVER:** Member agrees and represents that all use of all club facilities shall be undertaken at the members own risk, that he/she is in good physical condition and physically able to undertake any and all activities provided by the club, and that the club shall not be liable for any claims, demands, actions or causes of action, whatsoever, to member or his/her property arising out of or connected with the use of any of the services and/or facilities of The Range. In case of any accident, member agrees that he/she will be examined at his/her sole expense by a licensed physician.

Under this agreement no payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event The Range at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

Member agrees to conduct him or herself in a quiet, well-mannered fashion and reserve criticism of any major kind about other club members, guests, or club personnel until in a private office with the club manager. The club reserves the right to revoke or terminate the membership if the member fails to keep and obey any of the club rules and regulations.

The Range PistolClub and the agents and employees of The Range PistolClub shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of any members. The club reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the club. The club shall have the right to change, remove, move, eliminate, add to or modify equipment and building in the club in any manner deemed necessary by club management.

THE ELECTRONIC FUNDS TRANSFERS we are capable of handling are indicated below (some of which may not apply to your account). Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Type of Transfers: Preauthorized Withdrawals. You may make arrangements to pay your monthly balance from your checking accounts or other accounts. Charges for EFT's. Except as indicated elsewhere, we do not charge for electronic fund transfers. Stop Payment Procedures and Notice of Varying Amounts for Preauthorized Transfers; Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this disclosure three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of Varying Amounts. If these regular payments vary in amount, you are entitled to notice at least 10 days before each payment, when it will be made and how much it will be. We prefer, however, that you choose to instead get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Our Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance: (1) if, through no fault of ours, you do not have enough money in your account to make the transfer; (2) if the transfer would go over the credit limit on your overdraft line; (3) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; (4) there may be other exceptions stated on our agreement with you.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or the transfers you make under the following circumstances: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) if you give us written permission.

Regulatory Authority. If you believe that any provision of the Electronic Funds Transfer Act has been violated, you should notify your state's attorney general or the Federal Reserve Board.

Error Resolution. In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

When you contact us be sure to have the following information:

- (1) Your name and account number (if any).
- (2) Description of the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your question or complaint in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. Under certain circumstances, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

If you have inquiries regarding your account, please contact us at:

The Range Pistol Club, Inc.  
5151 North Gates Ave  
Fresno, CA 93722

BUSINESS HOURS: 10:00 a.m. to 8:00 p.m., Monday, Tuesday, Wednesday, Thursday, Friday; Saturday. 10:00 a.m. to 6:00 p.m. Sunday Excluding Federal Holidays. Closings as announced. Error reports accepted Monday through Friday only.

PHONE: (559) 277-9800

MORE DETAILED INFORMATION IS AVAILABLE UPON REQUEST

## Notice

State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this range ceases to conduct business. The Range does not post a bond, and there may be no other protections provided to you should you choose to pay in advance.