

MISSION94 CHARTER MEMBERSHIP AGREEMENT

As of _____ (the “Effective Date”), I, _____ (the “Charter Member”), enter into this charter membership agreement (the “Contract”) with Mission94 Firearms Education Center LLC, a Wisconsin limited liability company (“Mission94”), with reference to the following:

A. Mission94 operates an indoor shooting range facility known as the Mission94 Firearms Education Center located at 1487 120th Ave, Kenosha, WI 53144 (the “Range”) and offers certain benefits and privileges to charter members of the Range.

B. I wish to become a charter member of the Range, subject to the terms and conditions of this Contract.

Therefore, I agree as follows:

1. Charter Membership. I agree to be bound by and to abide by this Contract as well as the bylaws and rules of the Range, as now in effect and Mission94 as may amend in the future.

1.1. *The Range’s Rules & Operations.* Mission94 will have the absolute right to add, change, or eliminate the Range’s bylaws, rules, facilities, services, programs, and hours of operation and I shall abide by the same.

1.2. *Nature of Membership.* I acknowledge and agree that my charter membership is a contractual nonexclusive license to access and use the facilities at the Range during its hours of operation and to enjoy the benefits specified in this Contract and the Range’s bylaws & rules. I further acknowledge and agree that this Contract and my charter membership does not create any property or leasehold interest in the Range; my charter membership has no cash value. If the Range stops operating, I understand that Mission94 will not refund my Charter Fee or any Annual Fees and will not make any payments to me.

1.3. *Early Termination.* Notwithstanding sections 7.1 and 7.2, this Contract and my charter membership will terminate if Mission94 does not receive the federal, state, and municipal approvals necessary to operate the Range. Upon such termination, Mission94 shall refund the Charter Fee to me.

2. Benefits. As a charter member of the Range, I will enjoy the following benefits:

2.1. *Range Benefits:*

- (A) Priority range reservations.
- (B) Free range time every day of the week for me, and up to four guests, with longer reservation windows.
- (C) Free rentals of Class I and Class II firearms.
- (D) A free class once a month.*
- (E) Five free private lessons per year.*
- (F) One free FFL transfer per month.*

2.2. *Facility Benefits:*

- (A) Special member pricing on featured products each month.
- (B) Access to the Range's private members room and use of a small locker.
- (C) Priority rentals of the Range facilities for private events at special charter member rates, subject to separate terms and conditions.
- (D) Full concierge services at the Range.

2.3. *Other Benefits:*

- (A) Invitations to special, member-only, events.
- (B) An optional one-year membership at the Pritzker Military Museum & Library in Chicago, Illinois. I acknowledge that if I accept this optional membership, a portion of my Charter Fee will be used to support the Pritzker Military Museum & Library.

I understand that benefits marked with * do not accrue. I acknowledge that if I do not use these benefits within the specified window, they will lapse and expire.

3. Dues. Upon executing the Contract, I shall pay \$5,000.00 to Mission94 (the "Charter Fee"). If I am an active Honor, Courage, Valor, or Sacrifice level member of the Pritzker Military Museum and Library in Chicago, Illinois, the Charter Fee will be reduced 5.00%. I shall also pay an additional fee to Mission94 each year on the anniversary of the Effective Date (the "Annual Fee"). I acknowledge and agree that Mission94 may increase or decrease the Annual Fee from year to year. I shall pay any applicable sales or use taxes due on my payment of the Charter Fee and the Annual Fee.

4. Term. My charter membership in the Range will run for one year from the Effective Date and will renew for additional one-year terms upon my payment of the Annual Fee.

5. My Covenants. I acknowledge and agree that my charter membership and this Contract are subject to the following covenants & conditions.

- (A) I and my guests shall obey all of the Range's bylaws and rules while using the Range. I shall be responsible for all actions taken by my guests at the Range.
- (B) I shall watch the Range's range safety video and review the Range's safety rules before using any firearms at the Range and shall cause my guests to do the same.
- (C) I shall complete the Range's firearms safety course before bringing any guests to the Range.
- (D) I shall execute a waiver, release, and assumption of risk prior to my admission to the Range and shall cause my guests to do the same.
- (E) I shall indemnify Mission94 against all property damage or personal injuries to my guests at the Range and against all property damage or personal injuries caused by my guests at the Range.
- (F) I shall lawfully transport and store all firearms that I bring to the Range and shall cause my guests to do the same.

6. My Representations & Warranties. I make the following representations and warranties to Mission94 now and for the duration of my charter membership and the Contract.

- (A) I am capable of safely handling, loading, using, and discharging all firearms and ammunition that I intend to use at the Range.
- (B) All firearms and ammunition that I intend to use at the Range will be suitable for use at the Range.
- (C) I am lawfully able to possess and use firearms in Wisconsin and the United States of America.
- (D) I am the lawful owner of or have lawful possession of all firearms that I will bring to, use at, or store at the Range.
- (E) I will comply with all laws applicable to the ownership and possession all firearms that I will bring to, use at, or store at the Range, including the laws of Wisconsin, my state of residence, and the United States.

7. Termination & Transfer of Charter Membership.

7.1. Mission94 may terminate this Contract and my charter membership in the Range if:

- (A) I do not pay an Annual Fee.
- (B) I violate a covenant in section 5 or breach a warranty in section 6.
- (C) I engage in behavior at the Range deemed unsafe by Mission94.
- (D) I notify Mission94 in writing that I wish to terminate my charter membership more than one year after the Effective Date.

The termination of charter membership will be effective on the date specified by Mission94. I acknowledge that Mission94 will have absolute discretion as to the termination of my charter membership.

7.2. If Mission94 terminates my charter membership per section 7.1, I may transfer my charter membership to a third party as follows:

- (A) I must notify Mission94 of my intent to transfer my charter membership within one year of the date that Mission94 terminates my charter membership.
- (B) The third party must submit a membership application to Mission94 and Mission94 must approve them as the transferee of my charter membership.
- (C) The third party must execute a charter membership agreement with Mission94 and pay the charter fee to Mission94.
- (D) Upon receipt of the Charter Fee from the third party, Mission94 shall retain \$1,000.00 and pay the balance of the third party's charter fee to me.

I acknowledge and agree that Mission94 may impose additional rules and procedures on the transfer of charter memberships under this section and shall abide by the same.

8. Assumption of Risk. As a charter member of the Range, I may participate in activities that include, but are not limited to, the use and discharge of firearms, the use and discharge of rental firearms provided by the Range, and classes and training provided by the Range. I acknowledge that shooting activities are inherently hazardous and involve both known and unanticipated risks that could result in damage or destruction of property and physical or emotional injury, including paralysis or death, to myself or other persons. These risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other

harmful contact with lead or other contaminants; and being struck by flying or falling objects. I further understand that discharging firearms and using ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. I further acknowledge that the Range is an indoor shooting facility which may utilize safeguards to prevent injuries and property damage, but those safeguards may not, in every instance, contain bullets or bullet fragments that could cause serious personal injury or death. I further acknowledge and understand that Mission94 makes no warranties as to the design, manufacture, condition, or fitness for any particular purpose of any of the Range's facilities or equipment, including, but not limited to: firearms, ammunition, eye and hearing protection, and first-aid supplies.

9. Disclaimer of Warranties. Mission94 makes no representations or warranties as to the current or maximum number of charter members that it has or will have. Mission94 expressly disclaims any representations or warranties regarding the same. I acknowledge and agree that Mission94 may increase or decrease the number of charter memberships of the Range in its sole discretion and that Mission94 may offer different privileges, benefits, or conditions to other charter members of the Range in its sole discretion.

10. Miscellany.

10.1. *Assignment.* I may not assign or transfer in my charter membership in the Range or rights under this Contract except as provided in section 7.2.

10.2. *Waiver.* The waiver by or failure of either party to act with respect to any breach of any term, covenant or condition contained in this Contract, will not be a waiver of the term, covenant or condition, or subsequent breach of the same, or any other term, covenant, or condition.

10.3. *Survival.* The indemnification provisions set forth in this Contract will survive the expiration or earlier termination of the Contract.

10.4. *Governing Law.* This Contract will be interpreted under the laws of Wisconsin, with exclusive venue for any dispute in the Kenosha County Circuit Court, even though another venue may be more convenient for the parties or their witnesses.

10.5. *Amendments In Writing.* Except for additions, modifications, or deletions to the Range's bylaws, rules, facilities, services, programs, and hours of operation, no amendment, modification, or alteration of this Contract is binding unless in writing, dated after the Effective Date, and executed by the parties.

10.6. *Counterparts.* This Contract may be executed in two or more counterparts, all of which taken together shall constitute one instrument. Execution and delivery of this Contract by exchange of facsimile copies or electronically scanned and electronically mailed copies, bearing the signature of a party, shall constitute a valid and binding execution and delivery of this Contract by the party. Facsimile or electronically scanned copies shall constitute enforceable original documents.

[EXECUTION PAGE FOLLOWS]

The Charter Member:

Sign _____
Print
Name

Dated _____.

The Range:
MISSION94 FIREARMS EDUCATION CENTER LLC

Sign _____
Print
Name
+Title

Dated _____.