

MICHIGAN UNITED CONSERVATION CLUBS SHOOTING RANGE ENVIRONMENTAL STEWARDSHIP PROGRAM AGREEMENT

This Agreement is entered into on MARCH 2, 2006 ("Effective Date"), between **Michigan United Conservation Clubs, Inc.**, a Michigan non-profit corporation, ("MUCC") and Emmet County Sportsman's Club, a Michigan 501(c)7 corporation ("Club"), with reference to the following facts and circumstances:

BASIC PROGRAM DESCRIPTION

- A. MUCC in association with the Michigan Department of Environmental Quality ("MDEQ") and with the support of the National Shooting Sports Foundation ("NSSF"), has established an Environmental Stewardship Program ("Program").
- B. The Program provides guidance to the Club by assisting the Club in developing a management plan to control and manage accumulation of lead from rifles, shotguns, and pistols. The management plan is aimed at minimizing potential adverse environmental impacts from lead associated with shooting sports.

PROGRAM REQUIREMENTS

- C. The Program requires that the Club attend two workshops (collectively referred to as "Workshops"), perform a site management assessment, develop a Shooting Range Management Plan (Plan) for its site(s), formally commit to fully implement the Plan, initiate implementation of the Plan, and have this confirmed through an on-site visit by MUCC.
- D. MUCC is holding and each Club is required to attend two Workshops which are aimed at providing the Club with lead management information.

Workshop Number 1 and Follow Up

1. At this workshop, the Club is provided and receives training on how to utilize the Interstate Technology & Regulatory Council (ITRC) guidance document entitled Environmental Management at Operating Outdoor Small Arms Firing Ranges (Guidance) and additional supporting information from the United States Environmental Protection Agency (EPA) and the NSSF. This material covers suggested management practices to minimize environmental impacts associated with shooting sports. The Club also receives a site management assessment tool and training on how to use this tool to assess the current

conditions and management practices at its site. The Club must successfully complete an exit interview to demonstrate that the Club understands the material covered at Workshop Number 1.

2. Following Workshop Number 1, the club, on its own, utilizes the site management assessment tool to assess the current conditions and management practices at the range(s) and surrounding property and determine appropriate management practices consistent with the Guidance.
3. Using the results of the site management assessment to evaluate current management practices, the Club develops a draft Plan, including timelines, which sets forth the necessary practices and site modifications to assure lead is properly managed at the site in accordance with the Guidance provided at Workshop Number 1.

Workshop Number 2 and Follow Up - *will be at our range - Linn will visit.*

1. The Club brings its draft Plan to Workshop Number 2 where MUCC provides suggestions and comments on the draft Plan and assists the Club in finalizing the Plan.
2. The Club leaves Workshop Number 2 with the Plan in a condition to be finalized by the Club on its own.
3. The Club's board of directors or similar governing body (Board of Directors) approves the Plan and makes a formal commitment to fully implement the Plan and operate the ranges in accordance with the Plan. Documentation of this is to be maintained and subsequently provided to MUCC.
4. After the above approval and commitment by the Club's Board of Directors, the Club implements the Plan at its shooting ranges.
5. Once implementation is underway, the Club schedules a site visit by MUCC. At this site visit, the Club provides MUCC with the documentation of the Board of Directors' approval of the plan and commitment to fully implement the Plan and continue to operate the ranges in accordance with the Plan. MUCC solely determines whether or not the Club has provided this documentation and begun to implement its Plan. MUCC does not verify that a Club is successfully managing the lead at its ranges. During the site visit, MUCC may provide assistance to the Club in understanding and implementing the Guidance.
6. The Club must complete implementation of the Plan including all necessary changes, if any, within 18 months from the Plan's Adoption Date. This 18-month completion period can be extended by MUCC if extensive work is

needed. The 18-month completion timeframe does not apply to ongoing management practices.

- E. Once the Club has attended and satisfied the requirements of both Workshops and follow up activities, and has adopted, committed to fully implement, and begun to implement its Plan, as confirmed by MUCC, MUCC will enroll the Club as a member in the Environmental Stewardship Program.
- F. If a Club fails to meet any one of the Workshop requirements or the implementation portion of the Program the Club will not be enrolled as a member in the Program. In this event, any costs incurred by participating in the Program will not be refunded.
- G. The initial enrollment period is for a two years. After the initial two-year membership period, a Club that wishes to remain enrolled in the Program will have to have its membership renewed. MUCC will contact each Club prior to the expiration of its membership in the Program. To renew its membership a Club within 90 days of being contacted by MUCC must:
 - 1. Submit a signed affidavit certifying that the Club's range is being operated in accordance with its original Plan, updated as necessary to be in conformance with the Guidance as updated by ITRC; and
 - 2. Schedule an additional site visit by MUCC where MUCC will again solely determine whether or not the Club has renewed its commitment to operate and maintain its site in accordance with its range management plan and has maintained and updated its management plan in accordance with the Guidance, including any periodic updates to the Guidance by the U.S. EPA. During the site visit, MUCC may provide assistance to the Club in understanding and implementing the Guidance.

If a Club satisfies the requirements of 1 and 2, above, MUCC will renew the Club's membership for another two year period. This two-year membership may be renewed in the same manner with the same requirements every two years.

If a club fails to meet one of the two renewal requirements above, the Club's membership in the Program will be terminated.

- H. To remain in good standing, the Club must continue to fulfill its commitment to operate its ranges in accordance with its Plan. MUCC does not track or monitor the Club's fulfillment of its Program commitments. However, if based upon reliable information, MUCC determines that the Club has failed to honor its Program commitments, MUCC will terminate the Club's membership.
- I. In the event MUCC terminates the membership, MUCC will notify the Club in

writing that its membership is terminated. Once a membership has been terminated, the Club loses all the benefits of being a member in the Program, including those described below in Paragraph K. MUCC may reinstate the Club upon a satisfactory showing that the Club is fulfilling all Program commitments.

PROGRAM BENEFITS AND RISKS

- J. The Program is not designed or intended to replace MDEQ compliance inspections. The MDEQ, at its discretion, will continue to perform compliance inspections as it deems necessary.
- K. The MDEQ recognizes the value of shooting ranges participating in the Program to minimize potential impacts of their activities on the environment through the use of sound management practices. To further the goals of the Program and to encourage shooting ranges to become members of the Program, on April 12, 2005, MDEQ entered a Memorandum of Understanding with MUCC which agrees to the following:
1. The MDEQ will assume that sites enrolled and in good standing under the Program are making a good faith effort to properly manage lead in their ongoing operations at their sites.
 2. Shooting ranges enrolled and in good standing in the Program will be a low priority for MDEQ inspections, except where the MDEQ determines, based on reliable information, that the operation of a range is likely to represent a public health threat or to be causing serious environmental impacts and an inspection or other action is necessary to fulfill the MDEQ's statutory responsibilities.
 3. In the event the MDEQ conducts an inspection at a shooting range enrolled in the Program in response to a lead-related complaint or for other reason, the MDEQ will first look at whether the management plan is being properly implemented, and will recognize membership in the Program as a good faith effort by the range to properly manage lead to minimize its environmental impacts. It is recognized, however, that the shooting range remains responsible for undertaking appropriate response actions to address any impacts resulting from historical or current range operations. If appropriate, MUCC would have an opportunity to assist in the resolution of a complaint or other issue.
 4. Even with the use of best management practices, response actions may be needed at a site. The DEQ would generally not expect such response actions to be undertaken until after range operations cease. The DEQ nonetheless reserves its right to request the performance of, or perform itself, environmental response actions at any shooting range site at any time if the

DEQ determines that such response actions are necessary to protect the public health, safety, welfare, or the environment pursuant to its responsibilities and authorities under the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

- L. Enrollment in the Program does not provide protection to the Club against any liability for historical, current, or future pollution of water, land, or air or against the historical, current, or future abandonment or disposal of waste.
- M. Enrollment in the Program in no way affirms that a Club is in compliance with any state or federal law.

INDEMNIFICATION, HOLD HARMLESS, AND RELEASE

- N. The Club agrees that MUCC, its members, officers, directors, employees, contractors, agents, representatives, affiliates, subsidiaries, successors, or assignees and all participating groups and persons officially connected with the Program, will not be liable if the Club's property including its shooting ranges are found to have contaminated the environment, found to contain lead, or to have violated any state or federal law.
- O. The Club further agrees that in the event that MUCC, its officers, directors, employees, contractors, agents, representatives, affiliates, subsidiaries, successors or assignees and any participating groups and persons officially connected with the Program become liable by way of contribution, indemnification, judgment, verdict, award, or otherwise, to any other party as a result of any actions, negligence or injury, the Club agrees to indemnify and hold harmless MUCC, its officers, directors, employees, contractors, agents, representatives, affiliates, subsidiaries, successors or assignees and all participating groups and person officially connected with the Program activities, from any and all claims, demands, actual legal costs or other costs or expenses arising out of said actions, negligence or injury, regardless of the party choosing to bring such claim.

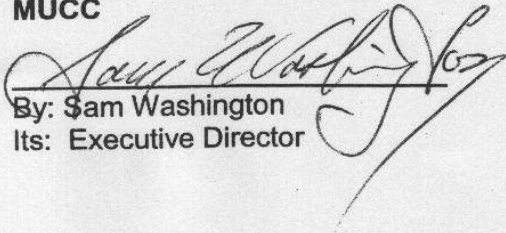
MISCELLANEOUS

- P. All paragraph and section headings in this Agreement are included for the convenience of reference only and shall not constitute part of this Agreement for any purpose.
- Q. MUCC 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.

- R. 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 MUCC or the Club at their principal places of business or to any other address that either party furnishes in writing during the term of this Agreement.
- S. This Agreement shall be construed under the laws of the State of Michigan.
- T. If any provision or portion 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.
- U. This Agreement and its covenants and conditions shall inure to the benefit of and will be binding on the Club and its successors and assigns and shall be binding on MUCC and its successors and assigns.

MUCC

By: Sam Washington
Its: Executive Director



Club

Emmett County Sportsmen Club
By: John B. Hubbard ← John B. Hubbard
Its: President