

MAR 19 1993

SECURITY OPERATIONS  
BRANCHFIRING RANGE USE AGREEMENT

The parties to this Agreement are the United States Department of Energy, Idaho Operations Office ("DOE") and Argonne Nat'l Laboratory - West ("Permittee"), acting through its authorized representative.

BACKGROUND

DOE owns and operates several weapons firing ranges, along with related facilities and equipment within DOE's Idaho National Engineering Laboratory ("firing range"). The current operating contractor at the firing range is Protection Technology Idaho, Inc. (PTI). PTI, along with its subcontractors and any future firing range contractors and subcontractors are collectively referred to in this Agreement as the "firing range contractor". Permittee has asked DOE for permission to enter upon and use the firing range, from time to time, in conjunction with its weapons training activities.

In consideration of the promises and statements of DOE and Permittee in this Agreement, the parties agree to the following:

AGREEMENT

DOE grants permission to Permittee to enter upon and use the firing range, at such times as DOE may authorize in writing, subject to the following conditions:

1. Unless waived by DOE on a case by case basis, Permittee will give DOE at least thirty (30) days advance written notice of a request to use the firing range. This advance notice shall include the planned courses of fire.
2. Permittee accepts the firing range in its existing condition and acknowledges that no warranty, express or implied, nor any other representation has been made regarding the condition of the firing range, nor that use of the firing range by Permittee will accomplish Permittee's intended objectives. In addition, NO WARRANTY OR REPRESENTATION HAS BEEN MADE THAT THE FIRING RANGE IS SAFE OR THAT USE OF THE FIRING RANGE WILL NOT RESULT IN INJURY, DEATH OR PROPERTY DAMAGE.
3. Permittee and its employees, agents and contractors will use the firing range for authorized and lawful purposes only and will follow all rules, regulations and procedures governing its use of the firing range, including, but not limited to the DOE-PTI Live Fire Range (LFR) Standard Operating Procedures, or any successor document. If the firing range is used for an unauthorized or unlawful purpose, or if any rules, regulations, or procedures governing use of the firing range are not followed, the permission granted in this Agreement may be immediately revoked by DOE or its firing range contractor.

4. Permittee is solely responsible for the supervision of every person authorized by Permittee to enter upon and use the firing range.
5. Permittee is fully aware of the risks and hazards associated with entry upon and use of the firing range, and Permittee elects for itself and its employees, agents and contractors to voluntarily enter upon and use the firing range with full knowledge of those risks and hazards. Further, Permittee understands that it has an affirmative obligation to inform all persons authorized by Permittee to enter upon and use the firing range of those risks and hazards. PERMITTEE VOLUNTARILY ASSUMES ALL RISK OF LOSS RESULTING FROM ANY DAMAGE TO PROPERTY OR FROM PERSONAL INJURY OR DEATH THAT MAY OCCUR AS A RESULT OF OR INCIDENT TO ITS ENTRY UPON OR USE OF THE FIRING RANGE.
6. Permittee agrees to replace or repair any property (including firing range property) lost, damaged or destroyed resulting from or incident to entry upon or use of the firing range by Permittee and its employees, agents and contractors.
7. Permittee agrees to indemnify and hold harmless the United States Government and its contractors (including its firing range contractor) from any and all liability for property damage, personal injury or death resulting from or incident to entry upon and use of the firing range by Permittee and its employees, agents and contractors.
8. The parties to this Agreement will give prompt written notice to the other party of any action, suit, administrative proceeding or other claim resulting from or incident to the use of the firing range by Permittee. Upon request, all non-confidential written documentation on the claim will be promptly given to the other party.
9. Permittee has examined and understands all rules, regulations and procedures which apply to its use of the firing range, including but not limited to the DOE-PTI Live Fire Range (LFR) Standard Operating Procedures, or any successor document. Permittee agrees to review all rules, regulations and procedures governing its use of the firing range with all employees, agents and contractors of Permittee who enter upon and use the firing range. Permittee further agrees that each employee, agent and contractor who enters upon and uses the firing range must understand the rules, regulations and procedures before Permittee will authorize use of the firing range by that employee, agent or contractor.
10. Permittee and its employees, agents and contractors will also abide by all other rules, regulations and procedures imposed by DOE for security purposes.
11. This Agreement represents the complete agreement of the parties.
12. Amendment of this Agreement must be in writing and signed by the parties in order to be effective.

13. This Agreement is binding upon the parties and their assigns.
14. If any part of this Agreement is ruled to be unenforceable by a court of competent jurisdiction, the part ruled to be unenforceable is removed from the Agreement, but all remaining parts of the Agreement shall continue to be valid and enforceable.

In signing this Agreement, the representative of Permittee declares that:

- a. He or she is 18 years old or over and of sound mind;
- b. He or she is authorized by Permittee to sign this Agreement and to bind Permittee to all terms of this Agreement.

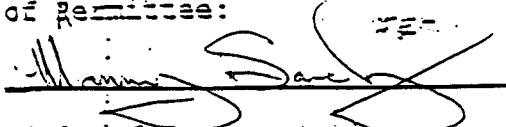
Three copies of this Agreement have been signed by the parties on the date(s) listed below. (Note: One signed copy of this Agreement will be furnished to the firing range contractor.)

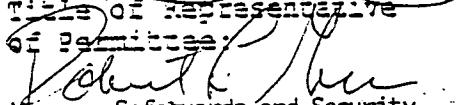
Full Name of Permittee:

Argonne National Laboratory - West

Name of Representative  
Signing for Permittee:

Manny Sanchez

Signature of Representative  
of Permittee: 

Title of Representative  
of Permittee: 

Robert P. Van Lente  
Manager Safeguards and Security

Department of Energy  
Idaho Operations Office:

By: \_\_\_\_\_

Title of Person Authorized  
to Sign this Agreement for DOE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address:

P. O. Box 2528

Idaho Falls, Idaho

83403-2528 ZP

Date: March 16, 1993

3/23/93

Date: 3/23/93

wg/Van Lente/4098