

LUNA COMMUNITY COLLEGE

Rough Rider Law Enforcement Training Center (LETC)

Membership Agreement

This Membership Agreement (the "Agreement") is made and entered into between the Rough Rider Law Enforcement Training Center, on the campus of Luna Community College (hereafter referred to as "Luna") at 366 Luna Drive (hereafter referred to as the "LETC"), and _____ [Member Name]](hereafter referred to as the "Member") as of _____ [Date]

Purpose: The LETC operates a VirTra V-300 firearm simulator and training center to provide the Member access to innovative law enforcement training equipment and facilities. The LETC agrees to grant the Member access to use the firearm simulator and facilities subject to the terms and conditions set forth in this Agreement (hereafter referred to as "Membership"). This Agreement aligns with Luna's strategic goal #6 to cultivate and strengthen public and private partnerships to support students. Membership is granted, and may be revoked, at the sole discretion of the LETC.

1. **Membership Term:** This Agreement shall be effective as of the date of signing and shall remain in effect for a period of 12 months. Memberships may not be transferred.
2. **Membership Fees:** In consideration for the benefits of Membership provided under this Agreement, the Member agrees to pay **\$5,000.00 per year** (hereafter referred to as the "Membership Fee"). The Membership Fee shall be paid annually in advance of the twelve-month cycle, and is not refundable. Use of the LETC facilities for non-Members shall be \$250 per 2-hour session. If litigation is required to recover sums due and owing, LETC is entitled to recover its costs, including reasonable attorneys' fees, incurred in collecting sums due under this or a subsequent version of this Agreement.
3. **Membership Benefits:** The Member shall be entitled to the following benefits:
 - a. Use of the LETC facilities for up to **100 hours per year**; for each hour of use after 100 hours per year, Members shall be required to \$100, including use of the VirTra V-300 shooting simulators, the LETC classroom equipped with internet, portable classroom display, and a computer, and other available rooms for training and educational purposes.
 - b. Use of VirTra V-300 training materials and resources provided by the LETC.
4. **Scheduling:** Scheduling will be on a first come first served basis within the following guidelines:
 - a. Arrive at the scheduled time for training sessions.
 - b. Availability: Monday, Wednesday, and Friday, other days may become available depending on LETC staffing.

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- c. Minimum of a 2-hour block per scheduled session.
 - d. Schedule requests should be made 48 hours in advance. The Member agrees to notify LETC staff of any cancellations, late arrivals, and other changes at least 24 hours prior to the reserved date.
5. **LETC Rules and Regulations:** The Member agrees to abide by all rules and regulations established by the LETC, including but not limited to:
- a. The Member will provide a copy of their liability insurance to the LETC.
 - b. Facility use must be scheduled with Kimberly Baca, LETC Manager. LETC staff must be present when using the facility to assist with equipment.
 - c. LETC safety protocols and procedures
 - d. Abide by Member agency dress code requirements
 - e. Proper handling and use of all equipment and facilities
 - f. All Member firearms must be stored in the Member's vehicle or the LETC gun safe.

LETC reserves the right, in its sole discretion and at any time, to make changes to this Agreement, LETC rules, and other policies and procedures concerning the use of its facilities, equipment, services, and/or amenities. All changes will become effective when notice of the updated Agreement (or applicable, rule, policy, or procedure) is sent to Members by mail, email or is posted on the LETC's website, whichever occurs first.

6. **Termination of Membership:** Violation of this Agreement or any policies or procedures may result in Member's Membership being revoked, in the LETC's sole discretion, in which case, Members shall be immediately banned from the premises of the LETC and Luna and from using any LETC services or amenities.

In addition, LETC reserves the right to immediately terminate Membership of a Member who:

- a. is under indictment or has been convicted of a felony;
- b. is convicted of a crime which, under New Mexico or Federal law, results in a bar of the possession of a firearm;
- c. causes damage or destruction of property belonging to the LETC, Luna, staff, other Members, non-Members, or other persons on the LETC property;
- d. commits a safety violation which places any person at risk of bodily harm or injury;
- e. fails to follow the instructions of a staff member; or

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- f. engages in conduct that is injurious to the reputation of the LETC or its Members, or to that of Luna.
7. **Liability and Indemnification:** The Member acknowledges that participation in law enforcement training activities involves inherent risks. The Member agrees to release, indemnify, and hold harmless Luna, the LETC, and their officers, employees, and agents from any and all claims, liabilities, damages, or expenses arising out of or in connection with the Member's use of the LETC's facilities.
8. **Entire Agreement:** This Agreement constitutes the entire understanding between the LETC and the Member regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings, whether oral or written.
9. **Amendments:** no amendment or modification to this Agreement shall be binding unless made in writing and signed by both parties.

IN WITNESS WHEREOF the undersigned have executed this Membership Agreement as of the date first indicated above. **BY COMPLETING THE APPLICATION PROCESS AND SIGNING THIS AGREEMENT BELOW, MEMBER ACKNOWLEDGE AND AGREE TO MEMBERSHIP AS SET FORTH HEREIN.**

**Member:** \_\_\_\_\_

Official Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Complete Billing Address: \_\_\_\_\_

### **Facility: Luna Community College LETC**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

College Official: \_\_\_\_\_ Title: President

Signature: \_\_\_\_\_ Date: \_\_\_\_\_