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State of Arizona
Department of Emergency
and Military Affairs
Division of Military Affairs
Office of the Adjutant General
Phoenix, Arizona 85008-3495
1 February 1993

*ARIZONA ARMY NATIONAL GUARD
Regulation 350-6

Training
RANGE AND TRAINING SITE REGULATION

Summary. This regulation provides administrative procedures for non-military users for the request and use of ranges, training areas, and facilities controlled or operated by the Arizona Army National Guard. Detailed range information, operational requirements, and the request and use procedures for military users are found in AZ ARNG Pam 350-6, Range and Training Site Operations.

Applicability. This regulation applies to all organizations and persons using any range, training area, or facility controlled or operated by the Arizona Army National Guard. This regulation is regulatory to non-military users and advisory to military users.

Supplementation. Supplementation of this regulation is prohibited unless prior approval is obtained from OTAG, AZ ARNG, ATTN: AZAA-PTW, 5636 East McDowell Road, Phoenix, AZ 85008-3495.

Suggested Improvements. The proponent of this regulation is the Training Site Support Division, Office of the Deputy Chief of Staff, Plans, Operations and Training (DCSPOT). Users are invited to send comments and suggested improvements to: Arizona Army National Guard, Training Site Support Division, ATTN: AZAA-PTW, 5636 East McDowell Road, Phoenix, AZ 85008-3495.

Neutral Language. Whenever used in this regulation, the use of masculine or feminine nouns or pronouns is intended to include both genders.

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REPRODUCIBLE FORMS		
AGO FORM 350-6-1-R	Non-exclusive License To Use State ARNG Ranges and Training Areas	

*This regulation supersedes: 1) AZ ARNG Reg 350-6, 10 August 1984; 2) NADA Reg 350-6, 1 July 1988; 3) NADA Reg 385-12, 1 July 1989.

REG-3

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RANGES AND TRAINING SITES

1-1. Purpose. This regulation is intended to outline the special policies and procedures established for non-military users of ranges (including indoor), training areas and facilities controlled or operated by the Arizona Army National Guard.

1-2. Non-Military 'Organizations'.

a. All non-military organizations are required to execute AGO Form 350-6-1-R, "Non-exclusive License To Use Ranges, Training Areas, and Facilities", prior to any use. Arizona National Guard members and their dependents are exempt from this requirement.

b. AGO Form 350-6-1-R license agreements will be approved for periods not to exceed six months. Longer agreements will be negotiated separately. See reproducible forms for a copy of AGO Form 350-6-1-R at the end of this regulation.

c. Non-military organizations are required to provide proof of liability insurance in the amount of $1,000,000.00/$1,000,000.00 for bodily injury and $100,000.00 for property damage.

d. All non-military organizations will be subject to having an AZ ARNG safety officer present as a precondition of approval to conduct certain training, testing, or operations as determined by the Arizona Army National Guard. Whenever a safety officer is required, the using organization will reimburse the Arizona Army National Guard for the pay and allowances of the safety officer.

1-3. Personal Use of Firing Ranges.

a. Arizona National Guard Members and their Dependents. Limited use of firing ranges is authorized for active and retired members of the Arizona National Guard and their dependents. Use will be on a non-interference basis. To be eligible the following safety provisions must be satisfied:

(1) The National Guard member will serve as sponsor to their dependents and must be present during all shooting.

(2) The National Guard member must be safety certified within the past year to use firing ranges personally or to serve as sponsor for their dependents. Certification classes are conducted monthly by the Training Site Support Division with the assistance of members of the State Marksmanship Team. For class schedule call 267-2651.

b. All Other Persons. The ***personal use*** of firing ranges by individual shooters is prohibited except for members of the Arizona National Guard and their dependents as described above. ***All other persons*** must be members of an organization which holds the aforementioned insurance coverage and has executed AGO Form 350-6-1-R; non-exclusive license agreement.

1-4. Planning and Scheduling.

a. Planning and scheduling is done in accordance with AZ ARNG Pam 350-6. Non-military use will be scheduled so as not to interfere with military training. Military training has priority over all users.

b. Confirmation. The proponent agency for this regulation will insure written confirmation to requesting organizations in a timely manner. Once a training range, site, or area has been requested, follow up coordination is the responsibility of the requesting organization. Allow 15 days for the request to be processed. Fees must be paid at the time of application. Coordination can be made by telephone, commercial (602)267-2651 or DSN 853-2651.

c. Cancellations. Using organizations must make notice of cancellation known immediately to insure prompt availability to others. Likewise, the Arizona Army National Guard will make speedy notification to users of any forced cancellation of approved requests. No refund of fees will be made if the range is canceled by the requester within 72 hours of the scheduled event.

1-5. Range Fees. These fees offset the cost of range maintenance and operations.

a. No Fees Due: Arizona National Guard members and their dependents do not pay range fees.

b. Fees Due: Non-military organizations must pay range fees.

c. Fee Schedule: Fees are $2.00 per person per day per use for outdoor ranges and $4.00 per person per day for indoor ranges. Fees will be made payable to "Treasurer of the United States" and must accompany the training request form.

1-6. Other User Fees.

Using organizations are subject to reimbursable costs associated with their scheduled use of Arizona Army National Guard ranges, training areas, and facilities. Costs normally charged back to the user include electricity, phone service, water, gas, linen service, portable latrines, and the like. Such charges are assessed on a pro-rata basis. When levied, such charges are computed by the Arizona Army National Guard and agreed to in advance by the requesting organization.

GOVERNOR'S ORDER

Approving Arizona Army National Guard Regulation 350-6

By virtue of the authority vested in me by A.R.S. Section 26-115A, and as Governor of the State of Arizona, I hereby approve Arizona Army National Guard Regulation 350-6.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

GOVERNOR

DONE at the Capitol in Phoenix on this Fifteenth day of February in the Year of Our Lord One Thousand Nine Hundred and Ninety-three and of the Independence of the United States of America the Two Hundred and Seventeen.

DISTRIBUTION: A

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A.G. CONTRACT NO. KR93-0099-ALS

ARIZONA ARMY NATIONAL GUARD

NON-EXCLUSIVE LICENSE AGREEMENT

To Use

RANGES, TRAINING AREAS, AND FACILITIES

Agreement No._____

This License AGREEMENT, made and entered into this_____day of_____, 19____by and between the Adjutant General of the Arizona National Guard and_____, herein after referred to as licensee:

WITNESSETH;

The Adjutant General, in consideration of one dollar and other good and valuable consideration, hereby grants a non-exclusive license to the licensee to use the ranges, training areas, and facilities described in the Arizona Army National Guard (AZ ARNG) TRAINING SITE REQUEST form a copy of which is attached hereto.

This non-exclusive license is granted to the licensee upon the following terms and conditions:

1. Licensee shall comply with AZ ARNG Regulation 350-6, AZ ARNG Pamphlet 350-6, and all applicable statutes, laws, ordinances, rules and regulations of the United States and those adopted by the State, City, other body politic, and the Arizona Army National Guard which pertain to the use of the ranges, training areas, and facilities described in the attached TRAINING SITE REQUEST form;

2. The licensee shall pay the applicable fee as established in AZ ARNG Regulation 350-6;

3. The licensee shall not use any other ranges, training areas, and facilities not listed on the attached TRAINING SITE REQUEST form;

4. This non-exclusive license is personal to the licensee and may only be used by the licensee and its members and the permission to use the ranges, training areas, and facilities may not be assigned or transferred to any other person without the prior written consent of the Adjutant General;

5. Upon completion of the use of the ranges, training areas, and facilities, the licensee shall promptly remove all of the licensee's equipment from the same;

6. Licensee shall not offer nor permit any intoxicating or alcoholic beverage to be sold, offered for sale, exposed for sale, stored, given away or otherwise disposed of, or consumed in or upon the ranges, training areas, and facilities covered by this agreement nor upon any state or federal property connected to the same;

7. The licensee shall provide liability insurance and a certificate of same shall be filed with the Training Site Support Division, Office of the Deputy Chief of Staff for Plans Operation and Training of the Arizona Army National Guard ***prior to the time of signing this agreement.*** Insurance coverage shall be provided in the minimum limits of $1,000,000/$1,000,000 for bodily injury and $100,000 for property damage and shall show the United States of America, State of Arizona, and the Arizona National Guard as additional insureds;

8. The licensee agrees to indemnify and save harmless the United States of America, The Adjutant General of the State of Arizona, The State of Arizona, The Arizona National Guard and their officers, agents, and employees against any and all loss, damage, injury or liability that may be suffered or incurred by them or any of them, caused by or arising out of or any way connected with the use aforementioned ranges, training areas, and facilities or any part thereof, or any state or federal property attached thereto, by the licensee or any of the licensee's members or associates;

9. The permission granted hereunder to use the designated ranges, training areas, and facilities may be revoked at any time by the Adjutant General;

10. The licensee understands and agrees that he does not and shall not at any time have or claim any interest or estate of any kind or extent whatsoever in the ranges, training areas, and facilites requested and approved herein by virtue of this non-exclusive license or his occupancy or use hereunder;

11. It is understood and agreed that the licensee's permission to use the ranges, training areas, and facilites covered by this non-exclusive license shall begin on the_____day of_____19____and shall expire on the_____day of_____19_____unless sooner terminated by the Adjutant General.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, the day and year first above written.

_____THE ADJUTANT GENERAL_____By_____

_____By_____

The printed portion of this Non-exclusive License to use ranges, training areas, and facilities, AGO FORM 350-6-1-R (JAN 93), is approved as to form this 10th day of December, 1992. This approval is revoked if the printed portion is altered in any respect or if any addition is made to that portion other than to fill in the blank spaces as appropriate.

GRANT WOODS
Attorney General

by_____
CHARLES S. PIERSON
Assistant Attorney General