



Smith & Wesson®

[RANGE PROGRAM]



UPGRADE YOUR CABINET



RANGE PROGRAM

Dear Range Operator & Firearms Dealer:

Thank you for choosing to participate in the Smith & Wesson Range Program!

Our Range Program allows licensed FFL's with a physical retail store and on-site range to purchase Smith & Wesson firearms at a reduced price for use on the range. Billing will be processed through your distributor of choice and all products ordered will ship directly from your distributor. To complete the ordering process, fill out the attached forms and submit the order with your Smith & Wesson distributor of choice for processing.

If this is the first time you've participated in the Smith & Wesson Range Program, you will be receiving an in-store branding kit for your range. This kit should be used to enhance the customer experience and highlight the Smith & Wesson products merchandised in your store.

Attached to this letter you will find everything needed to participate. If you have further questions, would like to place an order, or need additional information on any one of our products please contact your Smith & Wesson District Sales Manager, Distributor or our Customer Service Center at 1-800-331-0852.

Thank you for your continued support,

SMITH & WESSON

***** This Range Program document supersedes all prior Smith & Wesson Range Program terms and conditions.***

Availability of products, specifications, and terms stated in this publication are subject to change without notice. Descriptive, typographical, or photographic errors are subject to correction without notice. Certain firearms and accessories may be prohibited or restricted by state or local laws, regulations and ordinances.



RANGE PROGRAM

The firearms dealer or firing range operator identified at the bottom of this document by name and address (in either case, "Range Operator"), hereby agrees to the following terms and conditions as a condition to its participation in the Smith & Wesson Range Program (the "Program"):

1. This Program is available only to qualified Range Operators by invitation of a Smith & Wesson District Sales Manager or Authorized Distributor and is void where prohibited by law. Smith & Wesson reserves the right to change any terms of this Program at any time, or cancel this Program at any time.
2. In order to qualify for continued participation in the Program, Range Operator must maintain a physical retail store as well as an on-site firing range, and fulfill the obligations set forth below as determined by Smith & Wesson in its sole discretion.
3. For so long as Range Operator qualifies for participation in the Program, Range Operator may order a minimum of five (5) Smith & Wesson firearms every six (6) months within a calendar year ("Smith & Wesson Range Guns"). No more than five (5) of any individual handgun or rifle SKU or a total of fifty (50) firearms may be ordered via the Program without prior written approval by an authorized representative of Smith & Wesson. All orders are expected to be filled within one year of the original order date. Any item not filled within that time-frame will be canceled by Smith & Wesson. If Range Operator would still like those items, Range Operator may place a new order following the requirements listed above.
4. All Smith & Wesson Range Guns must be available for use as public range firearms at (the address set forth below) for a minimum of six (6) months. Range Operator is responsible for maintaining the Smith & Wesson Range Guns in proper working order in accordance with all instructions in the accompanying Safety & Instruction Manuals. The Smith & Wesson Range Guns shall not be sold within this six (6)-month period without prior written approval from an authorized representative of Smith & Wesson. All Smith & Wesson all firearms sold through the Smith & Wesson Range Program come with a 1-year limited warranty. This warranty is not transferable upon a sale or transfer of such firearm to a third party. Smith & Wesson Range Guns may not be transferred to any other location of Range Operator than the location identified at the bottom of these Terms and Conditions.
5. Smith & Wesson recommends refreshing guns on rental range every (6) months due to ordinary wear and tear. Orders for Smith & Wesson Range Guns will be processed by a Smith & Wesson Distributor of the Range Operator's choice, and such orders may be subject to additional terms and conditions of the Distributor. All orders will be drop shipped to the Range Operator at the address listed on its FFL from the preferred distributor. Program orders will be billed at current Smith & Wesson Range Program pricing which is updated and published from time to time. Range Operator understands and agrees that it is responsible for any applicable state sales taxes due for the purchase and use of any Smith & Wesson Range Guns purchased under this Program.
6. Range Operator is solely responsible for ensuring that the Smith & Wesson Range Guns ordered under this program are lawful and compliant in the jurisdiction of the Range Operator's facility.



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7. Range Operator agrees to comply with all applicable laws and regulations concerning the use and sale of Smith & Wesson Range Guns. Range Operator further agrees to adhere to and enforce the highest standards of firearm safety at all times, including the use of appropriate eye and hearing protection while the range is in use. Range Operator agrees to be solely liable for violation of this paragraph. The provisions of this paragraph cannot be waived.
8. Range Operator agrees to use only commercially manufactured ammunition with internal ballistic pressures which are in strict accordance with the specifications of the Sporting Arms and Ammunition Manufacturers' Institute (SAAMI) in the Smith & Wesson Range Guns. Violation of this paragraph may void the Smith & Wesson standard warranty on the Smith & Wesson Range Guns, and subject Range Operator to replacement at full price.
9. Smith & Wesson trademarks, including the Smith & Wesson logo, Performance Center logo, and the M&P logo are the property of Smith & Wesson and may not be used without prior authorization in writing from an authorized representative of Smith & Wesson. Smith & Wesson will provide authorized POS display materials for range enhancement and any alteration or modification of these materials or unauthorized use of any Smith & Wesson trademarks or logos (including the use of a Smith & Wesson trademark in a domain name) is strictly prohibited and may preclude Range Operator from further participation in the Program.
10. Range Operator will not represent itself as a Smith & Wesson agent or entity in any agreement, either written or oral. Nothing in the Program shall be construed to make either Smith & Wesson or the Range Operator partners, joint venturers, principals, agents or employees of the other.
11. Range Operator agrees that Smith & Wesson Distributors and/or District Sales Managers may conduct, without notice, random periodic inspections of the Smith & Wesson Range Guns purchased through the term of the Program.
12. Range Operator will not sell any Smith & Wesson Range Guns purchased via the Program within the initial six-month period specified above without prior written approval from an authorized representative of Smith & Wesson.
13. Range Operator must furnish a copy of its current Federal Firearms License ("FFL") to Smith & Wesson, and immediately inform Smith & Wesson of any changes to its FFL or any investigation by any government or quasi-government agency, or any revocation, suspension or other adverse action with respect to its FFL, or applicable state/local licensor.
14. Range Operator agrees to defend, indemnify and hold Smith & Wesson, its parents, affiliates, agents and employees harmless, from and against any and all claims and causes of action, damages, losses, liabilities and expenses (including reasonable attorney's fees) arising out of or relating to Range Operator's participation in the Program, including without limitation the use and/or misuse of the Smith & Wesson Range Guns purchased under the terms of the Program. Use and/or misuse includes but is not limited to use of improperly reloaded or re-manufactured ammunition in the Smith & Wesson Range Guns, and/or operating an unsafe range.



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15. Range Operator agrees that the laws of the Commonwealth of Massachusetts shall govern all aspects the Program. Any additional or different terms and conditions contained in the Range Operator's purchase order and other documents are hereby disclaimed and are not be binding on Smith & Wesson unless specifically accepted in writing by Smith & Wesson. Range Operator consents to the personal jurisdiction of the courts of the Commonwealth of Massachusetts for the adjudication of any matter arising out of, or related to this Program. Further, Range Operator agrees to pay all expenses incurred by Smith & Wesson, including attorneys' fees, in attempting to enforce the terms of this Program.
16. The participation of Range Operator in this Program shall begin on the last date these Program Terms and Conditions are signed by its authorized representative and are approved by an authorized Smith & Wesson representative. The Program shall remain in effect until terminated or changed by Smith & Wesson, at its sole discretion. Range Operator must remain in this Program for at least six (6) months following the receipt of any Smith & Wesson Range Guns.
17. These Terms and Conditions as amended or revised from time to time contain the entire agreement between the parties with respect to the Program. Range Operator acknowledges that Smith & Wesson may amend or revise these terms and conditions from time to time without notice. No other terms and conditions shall be binding on Smith & Wesson. Should any of these terms and conditions be interpreted or adjudicated by a controlling authority to be unenforceable or to violate public policy, all other portions shall remain valid and enforceable, and the controlling authority shall be empowered to modify such invalid or unenforceable provisions to the extent necessary to make them valid and enforceable to the maximum extent possible.

By signing below, Range Operator, acting through an authorized representative with authority to bind the Range Operator, agrees to all the foregoing terms and conditions.

Range Operator [Company Name]

Signature of Authorized Representative

Printed Name of Authorized Representative

E-mail of Authorized Representative

Range Operator Address

Phone Number

City, State, Zip Code



RANGE PROGRAM

CUSTOMER INFORMATION

Range Name

No. of Lanes

Address

City

State

Zip

Range Phone Number

Range Website

Preferred Distributor

Date

**PLEASE SUBMIT THE FOLLOWING
TO YOUR DISTRIBUTOR OF CHOICE:**

1. RANGE PROGRAM AGREEMENT
2. ORDER FORM
3. SIGNED TERMS & CONDITIONS FORM
4. COPY OF YOUR FFL (FEDERAL FIREARMS LICENSE)

Distributor Approval

Authorized Distributor Representative

Signature

S&W Internal Use Only

Authorized S&W Representative

Date



RANGE PROGRAM

CHOOSE YOUR DISTRIBUTOR

Choose the distributor from the list below that you wish to have your order processed by.

Distributor	E-mail Address	Fax	Phone
<input type="checkbox"/> Big Rock Sports	bzuroff@bigrocksports.com	406-252-1611	406-252-1610
<input type="checkbox"/> Bill Hicks	Matt.Taschner@billhicksco.com	763-476-8963	800-223-0702
<input type="checkbox"/> Camfour	programs@camfour.com	413-568-9663	413-564-2352
<input type="checkbox"/> Chattanooga	mdubiel@csiusa.ws	423-385-3987	800-251-4808 ext. 344
<input type="checkbox"/> Crow	rob.raider@crowshootingsupply.com	641-623-8179	641-623-8523
<input type="checkbox"/> Davidson's	salesadmin@davidsonsinc.com	877-651-1888	800-367-4867
<input type="checkbox"/> Gunarama	JeffM@gunarama.com	509-534-1399	509-535-3040
<input type="checkbox"/> Iron Valley Supply	jeff.pugh@ironvalleysupply.com	-	844-306-2140
<input type="checkbox"/> Lipsey's	prather@lipseys.com	225-755-3333	800-666-1333
<input type="checkbox"/> Orion Wholesale	programs@orionwholesaleonline.com	812-288-5569	888-543-7537
<input type="checkbox"/> RSR	dealerprograms@rsrgroup.com	-	407-554-6640
<input type="checkbox"/> Sports South	tyler.henderson@sportssouth.biz	866-557-2448	888-294-3928
<input type="checkbox"/> Zanders	michael@gzanders.com	618-241-0713	618-241-0763



Minimum (5) guns
Maximum (50) guns

RANGE PROGRAM ORDER FORM PAGE 1

	MODEL	SKU	RANGE PRICE	X	QTY	=	TOTAL
1				X		=	
2				X		=	
3				X		=	
4				X		=	
5				X		=	
6				X		=	
7				X		=	
8				X		=	
9				X		=	
10				X		=	
11				X		=	
12				X		=	
13				X		=	
14				X		=	
15				X		=	
16				X		=	
17				X		=	
18				X		=	
19				X		=	
20				X		=	
21				X		=	
22				X		=	
23				X		=	
24				X		=	
25				X		=	

RANGE NAME _____

PAGE 1 SUBTOTAL _____



Minimum (5) guns
Maximum (50) guns

RANGE PROGRAM ORDER FORM PAGE 2

	MODEL	SKU	RANGE PRICE	X	QTY	=	TOTAL
26				X		=	
27				X		=	
28				X		=	
29				X		=	
30				X		=	
31				X		=	
32				X		=	
33				X		=	
34				X		=	
35				X		=	
36				X		=	
37				X		=	
38				X		=	
39				X		=	
40				X		=	
41				X		=	
42				X		=	
43				X		=	
44				X		=	
45				X		=	
46				X		=	
47				X		=	
48				X		=	
49				X		=	
50				X		=	

RANGE NAME _____

PAGE 2 SUBTOTAL _____



RANGE PROGRAM

COMPLETE ORDER

TOTAL FROM PAGE 1 OF THIS ORDER FORM	\$ _____
TOTAL FROM PAGE 2 OF THIS ORDER FORM	\$ _____
TOTAL ORDER	\$ _____

RANGE NAME _____

PREFERRED DISTRIBUTOR _____

CONTACT NAME _____

CONTACT E-MAIL _____



RANGE PROGRAM

1852 Proffitt Springs Road • Maryville, TN 37801

email: RangeProgramAdmin@Smith-wesson.com

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