

AGENDA ITEM NO. 9:30am B
COUNCIL MEETING 9/16/08

APPROVED BY _____



DEPARTMENT DIRECTOR _____



September 16, 2008

FROM: RANDALL L. COOPER, Director
Parks, After School, Recreation and Community Services Department

BY: JERRY HAYNES, Assistant Director 
Parks, After School, Recreation and Community Services Department

SUBJECT: 1) AWARD A CONCESSION CONTRACT TO MAXIMUM PAINTBALL FOR THE OPERATION AND MAINTENANCE OF A PAINTBALL FACILITY AT THE REGIONAL SPORTS COMPLEX 11- ACRE FLOOD BASIN
2) APPROVE THE 474TH AMENDMENT TO MASTER FEE SCHEDULE RESOLUTION NO. 80-420 ESTABLISHING REGIONAL SPORTS COMPLEX PAINTBALL FACILITY FEES.

Presented to City Council

Date 9/16/08

Disposition rec approved
for 2008-2009 adoption

KEY RESULT AREA Customer Satisfaction

RECOMMENDATIONS

Staff recommends that the Council 1) approve and award the attached concession agreement to Maximum Paintball for the operation and maintenance of a paintball facility at the Regional Sports Complex, 2) and approve the 474th Amendment to Master Fee Resolution No. 80-420 establishing Regional Sports Complex Paintball Facility fees, and that the new fees become effective September 26, 2008

EXECUTIVE SUMMARY

The City of Fresno Parks, After School, Recreation and Community Services Department (PARCS) initiated the process over one year ago to establish a contract for operation and maintenance of a paintball facility at the Regional Sports Complex. The process was delayed as PARCS worked through the necessary permits and approvals. The Environmental Protection Agency (EPA) requested a comprehensive review of the basin, resulting in the City receiving full and complete approval from the EPA regarding this matter. Please see attached e-mail dated July 8, 2008 from Patricia Bowlin, Superfund Project Manager, EPA. To date, all permits have been received, PARCS confirmed the necessary approval from the EPA, and the City is ready to move forward with the operation.

The informal Request for Proposal for the Interim 2007-2008 Concession Contract to operate the paintball facility was advertised and mailed to three companies on January 9, 2007. The submission deadline for the proposals was March 24, 2007. Bid proposals were opened and the only two responses were received from PRS Paintball and Maximum Paintball.

The Proposal Review Committee reviewed and evaluated the two proposals and ranked them from highest to lowest based on the following criteria:

• **SUBJECT TO MAYOR'S VETO**

REPORT TO THE CITY COUNCIL

Maximum Paintball Facility/Regional Sports Complex

September 16, 2008

Page 2

- Conformance to RFP requirements
- References and experience in providing service as it relates to the entire paintball experience
- Qualification of key personnel
- Financial stability and capability

The proposal submitted by Maximum Paintball (a local business) was ranked No. 1 overall based on the noted criteria. Maximum Paintball's proposal reflected their ability and experience in operating a facility of this magnitude, their professional and experienced staff, their relationship with State and National Leagues, and strong relationship with OSHA and other safety regulating companies. Maximum Paintball has served the local paintball community for over 15 years by providing American Society for Testing and Materials (ASTM) approved safety equipment for purchase and rental as well as planning State and National XBSL and NPPL paintball tournaments.

Based on the comprehensiveness of their plan to operate and maintain the facility and provide recreational user services, Maximum Paintball's proposal articulated the most benefit for the City. Additionally, Maximum Paintball's financial resources, experience in operation and maintenance of paintball facilities, and their position as a leader in paintball equipment in the Central Valley for the past 15 years weighed heavily on the ranking by the evaluating committee.

Maximum Paintball will spend over \$115,000 to construct the temporary site in the 4 acre flood basin at the Sports Complex, and are financially prepared to operate and run the facility at an estimated monthly cost of \$6,500. They need no additional construction or renovation support from the City. Paintball user fees will be established per attached concessionaire agreement and Master Fee Schedule resolution. This is consistent with the manner in which fees were established for other City concessionaire run facilities, such as Riverside Golf Course and Camp Fresno. The paintball facility user fees will be the lowest compared to those within the region. Per the concessionaire agreement, an increase of fees may be considered on an annual basis.

KEY OBJECTIVE BALANCE

The Regional Sports Complex Paintball Facility is a community asset and will serve as a catalyst for activity and exercise in the community. Approval of this concessionaire agreement will help ensure that continuous community involved paintball activities will be preserved for generations to come. The new concessionaire has indicated to Parks staff that they will focus on improving customer service through facility upgrades and timely responses to all client requests.

BACKGROUND

Maximum Paintball's goal has always been to offer a full service paintball experience, which would include a clean, well-stocked, professional retail location as well as a set of playing fields that would be attractive to recreational and tournament players alike. The Regional Sports Complex is well-planned, professionally maintained, and in short, the perfect location for a paintball facility.

Paintball is a combination of the childhood games "tag" and "hide and seek", but it is much more challenging and sophisticated. The basic concept involves the creation of two teams, and the goal of eliminating team members by "marking" them with paint pellets. The sport requires very specific equipment: goggles, paintguns, pressurized gas, and paintballs. Paintball can be played indoors or out, with as few as 2 people or 500 people (the largest game on record involved over 4,000 players!). A game can last 5 minutes or an entire weekend. Paintball is a fun and exciting activity that brings individual from all walks of life together for recreational purposes.

REPORT TO THE CITY COUNCIL

Maximum Paintball Facility/Regional Sports Complex

September 16, 2008

Page 3

FISCAL IMPACT

Maximum Paintball will pay the City \$500 per month in rent, which will generate \$6,000 annually to the City. In addition, the new amenity will increase the number of visitors to the park, resulting in added revenue of an estimated \$6,000-\$8,000 annually. This number could increase as interest in the facility intensifies, and more local, State and National tournament events are scheduled.

Maximum Paintball is committed to the youth in Fresno and has also offered to provide Paintball clinics twice per month. PARCS will identify 50 youth for each bi-weekly session from underserved or low income communities to participate in the clinics. Up to 50 youth will participate in a paintball clinic every other Saturday (starting in November 08). Clinics will take place from 9 am -12 pm.

Maximum Paintball

- Will waive the equipment rental fees (\$4,000 monthly) for up to 100 local youth to participate in paintball activities two Saturdays per month starting in November 08.
- Provide instruction on how to properly use the equipment to youth and PARCS staff.
- Will charge each participant \$10 for a bag of paintballs (500 balls).

PARCS

- Will identify up to 50 youth that are interested in experiencing paintball two Saturdays per month.
- Will pay \$5 of the \$10 fee for each participant (up to \$500 per month).
- Will transport the participants to the paintball facility.

The City's obligation to pay half of the clinic costs of up to 50 youth is cost neutral in that it will be covered by the monthly rent paid to the City.

Attachments: Concession Agreement
Master Fee Schedule Resolution
EPA Letter

CONCESSION AGREEMENT

Between

PARKS, AFTER-SCHOOL, RECREATION AND COMMUNITY SERVICES

City of Fresno, California
A Municipal Corporation

And

Maximum Paintball, Inc., a California Corporation

THIS AGREEMENT, effective this 1st day of July 2008, by and between the **CITY OF FRESNO, CALIFORNIA**, a municipal corporation, hereinafter referred to as "City", and Maximum Paintball, Inc., a California corporation, hereinafter referred to as "Concessionaire".

WHEREAS, City owns, operates and has full rights to use for the purposes herein the water basin in the REGIONAL SPORTS PARK, which is located in the City of Fresno, County of Fresno, State of California, as more specifically described/depicted in Exhibit "A" hereto and incorporated herein, hereinafter referred to as "Basin"; and

WHEREAS, in response to City's Request for Proposals dated January 3, 2007 Concessionaire has submitted a Proposal to City dated January 19, 2007 to build, operate and maintain a "Paintball Facility" on the City owned Basin to provide paintball activities including equipment rental, food concession sales and tournament play to the public. The Paintball Facility established by Concessionaire is to be paid for, contracted for and owned by Concessionaire. A copy of said Proposal is attached hereto as Exhibit "B" and consistent portions of which are incorporated herein; and

WHEREAS, City has suitable space on the Basin at the Regional Sports Park for such use; and

WHEREAS, City has agreed to provide a modular office trailer for Concessionaire's use at City's expense. Said trailer shall remain City property at all times; and

WHEREAS, City deems it desirable to grant Concessionaire use and concession rights for such facility, non-exclusively and subordinate to all City uses, financing, debt, liens, ground leases, leases and agreements, upon the terms and conditions herein.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, the mutual covenants and conditions contained herein, and for other good and sufficient consideration hereby acknowledged the parties do hereby agree, each for itself and its successors and assigns, as follows:

1. General: The above recitals are true and correct and adopted as part of this Agreement. This Agreement is issued subject to the terms, covenants, conditions, and provisions herein contained and Concessionaire covenants and agrees, as a material part of the consideration for this Agreement, that Concessionaire shall fully and faithfully comply with, keep, perform, and/or observe each and every term, condition, agreement, and/or provision hereof to be complied with, kept, performed, and/or observed by Concessionaire, and Concessionaire shall comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

2. Term, Default and Termination:

A. Initial Term Of Agreement And Automatic Annual Renewal : The initial term of this Agreement shall be for the one (1) year period commencing July ____, 2008, and ending June 30, 2009, unless sooner terminated in the manner hereinafter, and thereupon provided Concessionaire is not in default the term hereof shall be automatically renewed for up to four (4) additional one (1) year periods. Either party may terminate this Agreement at any time with or without cause by serving written notice upon the other party no less than thirty (60) days before such termination is to be effective. Upon any termination Concessionaire shall promptly remove all its improvements, fixtures and property and reasonably restore the Basin to its original condition and thereupon surrender the Basin. City, at its option may take possession of, remove and/or destroy any improvements,

fixtures and property not removed, and cause restoration of the Basin at Concessionaire's cost, should Concessionaire fails to timely do so. Any material failure by either party to perform hereunder upon 15 days notice of nonperformance shall be a default hereunder.

- B. Definition: The phrase, "the life of this Agreement" and any and all reasonably identifiable derivations thereof, when used herein, means the initial term and any and all automatic annual one (1) year extensions thereof as set forth within Section A of this Article, above, unless and/or until sooner terminated as hereinafter provided.
3. Grant of Concessionaire Uses and Rights: During the Term of this Agreement, City grants to Concessionaire non-exclusive and subordinate use and concession rights, to the Basin in "as is" condition, consistent with this Agreement and controlling law regulations, approvals and permits:
- A. Concessionaire has the opportunity to operate the facility Monday – Saturday from 7 am – 10 pm and on Sundays from 7 am – 7 pm.
 - B. Concessionaire will add summer night leagues, local tournaments and charity events in 2009.
 - C. Concessionaire shall be responsible for the security of all its buildings, materials, and equipment.
 - D. Concessionaire shall be responsible for opening and closing all its buildings and park Basin fencing.
4. Obligations Of The Concessionaire:
- A. Concessionaire shall be responsible for any and all its irrigation and electrical needs.
 - B. Concessionaire shall be responsible for all maintenance, upkeep, security, sewer and utility payments for the modular office trailer.
 - C. Concessionaire shall be responsible for damaged sprinkler heads and lines.
 - D. Concessionaire shall ensure that all its building structures satisfy building and fire codes.
 - E. Concessionaire shall be responsible for the construction of all courses, buildings, obstacles using American Society for Testing and Materials (ASTM) standards, subject to prior City approval, with the exception of the modular office trailer.
 - F. Concessionaire shall ensure that no oil or glass will be allowed in course area.
 - G. Concessionaire shall be responsible for providing restroom facilities and weekly cleaning of the restroom facilities.
 - H. Concessionaire shall provide a minimum one restroom in compliance with the American Disability Act (ADA).
 - I. Concessionaire shall provide concessions until City builds its own Concession Stands at the Regional Sports Park, whereupon City may at its option require Concessionaire to discontinue [food/beverage] concessions.
 - J. Concessionaire shall use and sell "biodegradable paint only" at facility.

- K. Concessionaire shall have adequate and trained employees on staff during operating hours.
 - L. Concessionaire shall operate course in a manner that satisfies Occupational Safety and Health Association (OSHA) and safety regulations.
 - M. Concessionaire shall be responsible for providing security cameras and security service to prevent break-ins and loss of property, subject to prior City approval.
 - N. Concessionaire shall dispose of paintball materials and clean course area daily.
 - O. Concessionaire shall place poles and netting in course area upon approval by Parks, After-School, Recreation & Community Services (PARCS) management.
 - P. Concessionaire shall be responsible for the cost of removing the poles at the end of the Agreement.
 - Q. Concessionaire shall take all necessary safety precautions to protect both spectator and participants.
 - R. Concessionaire shall provide PARCS staff with a maintenance plan before opening that includes, but is not limited to the following:
 - a) Concessionaire shall provide the remove unexploded paintballs and paintball casings daily.
 - b) Water the surface daily to dilute paint to maximize percolation.
 - S. Concessionaire shall allow after school program participants to use facility at a discounted or reduced rate agreeable to PARCS.
 - T. Concessionaire shall provide paintball equipment rentals to public.
 - U. Concessionaire shall ensure that all compressed oxygen (CO2) tanks are properly serviced and stored.
 - V. Concessionaire's staff shall attend the PARCS first aid and safety training course.
 - W. Concessionaire shall be responsible for any equipment and/or supplies left on park site.
5. Obligations of the City Of Fresno – PARCS: The City of Fresno-PARCS shall bear no cost or liability under or in relation to this Agreement, including without limitation:
- A. The City shall not be responsible for the disposal of paintballs, poles or any other equipment used for the course.
 - B. The City shall not be held liable for any personal injuries, property damage or loss due to theft, water damage or accidents.
 - C. The City shall not be responsible for any utility costs and/or charges.
 - D. The City shall not be responsible for any inability of Concessionaire to access/use the Basin, in whole or part, including any direct/consequential damages resulting therefrom.

- E. The City and Department of Public Utilities (DPU) staff will monitor the maintenance of the facility by Maximum Paintball to ensure that all OSHA, Maintenance and Safety requirements and regulations are being followed.

6. Pricing And Fees

A. Pricing

- (1) Fees charged by Concessionaire shall be established by Concessionaire subject to prior approval of the PARCS Director, consistent with controlling law.
- (2) Concessionaire shall provide to PARCS Director in writing a current price schedule for approval thereby prior to implementation/launch of the program or to any pricing changes. Concessionaire shall be accessible for customer service inquiries 24 hours a day, 7 days a week. Any questions or complaints regarding the quality of services and/or prices shall be submitted to Concessionaire for Concessionaire's prompt response. At the Director's request, Concessionaire shall meet with the City to review any complaints or concerns and to correct any deficiencies promptly. The Director's determination as to quality of operation or services shall be conclusive and curative measures shall be implemented by Concessionaire as expeditiously as possible.
- (3) Concessionaire shall provide two (2) weekends per calendar year to PARCS for city sponsored events free of charge.
- (4) Concessionaire shall provide PARCS with an operating schedule for the calendar year within 60 days of the effective date of this Agreement.

7. Concession Fee:

- A. As consideration for the rights and privileges herein granted, so long as this Agreement shall be in effect, Concessionaire shall pay to City a monthly Concession Fees of \$500.00 (Annual Guarantee of Six Thousand and NO/100 Dollars (\$6,000) per Year.)
- B. Payment, Place of Payment: Concessionaire shall pay to the City monthly, in advance on the first day of each month: A Concession fee in the amount of Five Hundred Dollars (\$500.00) Concessionaire shall pay the City by the 20th day of the following month any additional amounts due as a percentage of Gross Revenues for the preceding month. All fees/charges due to be paid to City by Concessionaire hereunder shall be paid to City at the address shown below or at such other address to which City, by service of written notice upon Concessionaire, may direct the payment thereof from time to time during the term hereof.

CITY OF FRESNO
PARKS, AFTER-SCHOOL, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
ATTN: PARCS ACCOUNTING
2326 FRESNO STREET, ROOM 101
FRESNO, CA 93721

- C. Late Payment Charge: Should any installment of Concession fees accruing to City under the provisions of this Agreement not be RECEIVED by City within ten (10) calendar days after such shall be due, a LATE PAYMENT CHARGE EQUAL TO ONE AND ONE HALF PERCENT (1.5%) OF THE OVERDUE AMOUNT added thereto and constituting a part thereof shall be imposed by City each and every month until the entire delinquent amount is received by City.

8. Additional Fees, Charges and Rentals: Concessionaire shall pay to the City additional fees, charges and rentals in the event of any of the following:

- A. If the City has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse the City, or for which Concessionaire is otherwise responsible;
- B. If City is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the promises, terms, conditions or covenants required of it hereunder.
- C. Concessionaire's obligations pursuant to this section shall include all interest, cost, damages and penalties allowable by law or contract in conjunction with such sums so paid or expenses so incurred by the City. If billed by City, Concessionaire shall pay City within thirty (30) days following the date of such billing.

9. Records and Reports

A. No later than the 10th of each month, Concessionaire shall submit a written report, in a format and detail as approved by the City, of all Concessionaire's Paintball activity at the Basin under this Agreement during the preceding calendar month. Such monthly report shall provide the following:

(1) A detailed schedule of the number of events or activities each day by category (Public or Private) including all retail transactions, whether paid by pre-paid card or credit card, and all wholesale connections sold or otherwise provided to Paintball Service Providers.

(2) A monthly summary report that provides the following information for that month:

i. Number of paintball services for each category including:

- * Number of participants (private and public)
- * Number of Tournaments or Special engagements
- * Amount and type of equipment being rented

ii. Gross Revenues received from:

- * Retail sales
- * Food and beverage sales
- * Wholesale access
- * Equipment rental
- * Other access/services/transactions

10. Concessionaire's Duty to Operate Concession

A. Within five [5] days of the effective date of this Agreement, Concessionaire shall, at its sole cost and expense, commence operations of the Concession, including making any modifications/improvements approved by the City as may be necessary to make the paintball facility functional.

- B. Any modifications/improvements installed by Concessionaire shall be prior approved by the City and installed in accordance with all applicable building codes, Uniform Fire Code, ASTM standards, and all other applicable laws, regulations, and permit requirements, including those of the City.
- C. Removal of Unapproved Paintball Installation: Any Paintball facility repairs, replacements or modifications made without City approval as outlined herein shall upon written notice by City be immediately removed/corrected by Concessionaire at Concessionaire's sole expense.

11. Maintenance Of Designated Equipment Areas:

- A. City shall, at its expense, maintain the parking lot and exterior of paintball facility in good and safe repair and in a neat, clean, and orderly condition.
- B. Concessionaire shall provide PARCS staff with a maintenance plan before opening.

12. Insurance and Indemnification

Concessionaire shall procure and maintain at its sole expense the following types and amounts of insurance throughout the Term of this Agreement, which amounts may be adjusted by the City from time-to-time in the future, protecting Concessionaire and City from claims and actions set forth in the indemnity provisions of this Agreement.

A. General Liability Insurance

Without limiting their liability, Concessionaire agrees to carry and keep in force such insurance with no less than One Million Dollars (\$1,000,000) Combined Single Limit, or its equivalent, under the old form. If Concessionaire carries the new simplified general liability insurance, Concessionaire agrees to carry and keep in force insurance with the minimum coverages and limits as follows:

<u>General Liability</u>	
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You (Any One Fire)	\$ 100,000
Medical Expenses Limit (Any One Person)	Excluded

- B. Concessionaire must carry and place on file in the City office an original signed copy of Concessionaire's Certificate of Insurance reflecting the following additional limits:
Workers' Compensation insurance as required under the California Labor Code, with a ten (10) day written Notice of Cancellation and a waiver of subrogation clause in favor of City.
- C. Concessionaire's policy covering the said insurance shall be issued by a company doing business in the State of California and countersigned by a California agent and approved by the City of Fresno Risk Management Department, and shall not be subject to cancellation or change until after thirty (30) days written notice shall have been given to City. A Certificate of Insurance, reflecting the above and naming the City of Fresno, as additionally insured, shall be delivered to City by Concessionaire in advance of the date of occupancy as established herein.
- D. All insurance policies shall contain a standard cross-liability provision and shall stipulate that

no insurance held by City will be called upon to contribute to a loss covered thereunder. City shall have no liability for any premiums charged for such coverage, and the inclusion of City as an additional insured is not intended to, and shall not, make City a partner or joint venturer with Concessionaire in Concessionaire's operations. Such policies shall also insure Concessionaire against the risks to which it is exposed as the Concessionaire of the business authorized under this Agreement, and shall be for full coverage with any deductibles and/or retentions subject to approval by City and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation.

- E. The City reserves the right to periodically review the insurance provisions stated herein as to the amount of coverage, new types of insurance and new terms (such as combined single limit coverage). If such review indicates that the Concessionaire's insurance coverage is below the recommended minimum of the Risk Management Department, the City reserves the right to modify the insurance coverage under this Agreement.
- F. Indemnification: Concessionaire shall indemnify, hold harmless, and defend City and each of its officials, officers, members, employees, volunteers, and agents from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Concessionaire or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Concessionaire's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, members, employees, volunteers, or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused solely by the active negligence or by the willful misconduct of City. The provisions of this Section shall survive the expiration or early termination of this Agreement.
- G. Exemption of City: Concessionaire hereby specifically warrants, covenants and agrees that City SHALL NOT be liable for injury to Concessionaire's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property located in, upon or about the Basin authority hereof, whether belonging to Concessionaire, or Concessionaire's employees, customers, agents, contractors, sub-contractors, tenant, sub-lessee of Concessionaire, or any other person whomsoever; NOR shall City be liable for any injury to the person of Concessionaire or Concessionaire's employees, agents, contractors, subcontractors, tenants, sub-lessees, customers, or invitees, whether or not said damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the leakage, breakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether or not the said damage or injury results from conditions arising in or on any part or all of the Basin in or on any of the improvements/facilities appurtenant thereto located therein or thereon, or from other sources or places, and regardless of whether or not the cause of such damage or injury or the means of repairing the same is inaccessible to Concessionaire. Concessionaire also covenants and agrees that City shall not be liable for any damages arising from any act or neglect on the part of any third parties.
13. Additional Termination Rights of City: If, at any time during the term of this Agreement, Concessionaire voluntarily or involuntarily seeks protection under federal bankruptcy laws, such shall be a material default by Concessionaire and this Agreement shall be subject to immediate revocation by City upon three (3) days advance written notice to such effect upon Concessionaire, in which event, this Agreement shall be terminated and at an end as of the time and date set forth within the notice. In the event this Agreement shall be terminated by City pursuant to the provisions of this section, Concessionaire shall remove all of its personal

property from the Basin and peacefully vacate and surrender said premises back to City not later than the revocation time and date specified within City's notice. Termination of this Agreement by City under the provisions of this section shall not be construed as a waiver of any claim City may have against Concessionaire for such failure or for any other failure to perform, keep or observe the same or any other terms, covenants, conditions, warranties, agreements, or provisions of this Agreement.

14. Assignment: The Concessionaire shall not transfer or assign this Agreement, or any part hereof, or interest herein, except with the prior written approval of the City and subject to whatever limitations and conditions that may be required by City. Any other attempted transfer or assignment shall be void and shall confer no rights upon any third person. No assignment shall relieve the Concessionaire of any obligation under this Agreement unless otherwise agreed by the City. Notwithstanding the foregoing, this section shall not be interpreted to preclude the assignment of this Agreement to Concessionaire's ultimate parent, a wholly owned subsidiary of Concessionaire, or a successor by merger, if such parent subsidiary, or successor by merger assumes all rights and obligations of this Agreement. Written notice of such assumption shall be provided to the City by the parent, subsidiary, or successor by merger not less than thirty (30) days prior to the effective date of such assignment.

15. Government Requirements

A. Nondiscrimination.

- (1) Concessionaire hereby agrees to comply with the following requirements as they pertain to Concessionaire's operations from Basin.
- (a) Concessionaire for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that Concessionaire shall maintain and operate the the Basin in compliance with applicable rules and regulations and as said regulation may be amended.
- (b) Concessionaire for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or other wise be subjected to discrimination, and (3) that Concessionaire shall use the Concession and the Designated Use Area in compliance with all other requirements imposed by or pursuant to applicable rules and regulations and as said regulation may be amended.
- (c) In the event of breach of the nondiscrimination covenants contained herein, City shall have the right to terminate this Agreement and the concession and use rights granted thereunder immediately by written notice.

B. Basin Safety/Security.

- (1) Concessionaire shall observe all governmental safety/security requirements,

applicable parts, as the same may be from time-to-time amended, which will be furnished to Concessionaire as approved by the California State Legislation, and to take such steps as may be necessary or directed by City to ensure that employees, invitees, and guests observe these requirements.

- (2) If City incurs any fines and/or penalties imposed by any governmental agency, whether federal, state, or local agency, or any expense in enforcing the regulations, as a result of the acts or omissions of Concessionaire, Concessionaire agrees to pay and/or reimburse all such costs and expense. Concessionaire further agrees to rectify any security deficiency as may be determined as such by City or the any governmental agency. City reserves the right to take whatever action necessary to rectify any security deficiency, in the event Concessionaire fails to remedy the security deficiency.
- (3) Concessionaire understands that the Basin is part of the remedy for the Fresno Sanitary Landfill. Concessionaire agrees that the primary use of the Basin is storm drainage, and Concessionaire's use of the Basin is secondary. When the Basin is needed for storm drainage, Concessionaire shall remove all of its movable improvements, fixtures and property from the Basin.

16. Miscellaneous

- A. Complaints: Concessionaire shall respond in writing to all written complaints or inquiries made by customers/the public as provided in this Agreement. Concessionaire shall furnish the City with copies of all such correspondence received by Concessionaire and all responses issued by Concessionaire.
- B. Changes in Hours of Operation: Concessionaire shall provide PARCS with fourteen [14] days notice before changing scheduled operations.
- C. Quality and Price Control: In entering into this Agreement, Concessionaire acknowledges City's desire and obligation to provide the general public and the Sports Park users with high quality services, comparable in price and quality to similar services offered in other Cities. Concessionaire shall clearly provide accurate information on fees for all public and private Paintball services.
- D. Credit Cards: At all times during the term of this Permit, Concessionaire shall accept as payment for services at least one of the following major credit cards: American Express, MasterCharge, VISA, Discover/Novus.
- E. City Employees: Concessionaire shall not during the Term of this Agreement, hire or employ, on either a full time or part time basis, person or persons so long as such person shall be employed by the City.
- F. Notices: Any notice or other communication to City or Concessionaire pursuant hereto shall be deemed validly given, serviced or delivered upon deposit in the United States mail, certified, and with proper postage and fees prepaid, addressed to City or Concessionaire, respectively, at the addresses hereinafter shown or at the address hereafter specified in writing.

- (1) Director of Parks, After-School, Recreation and Community Services
2326 Fresno Street, Rool 101
Fresno, CA 93721
Telephone: (559) 621-2900

(2) Maximum Paintball, Inc.
Attn.: Thomas D. Sharp
4743 N. Blackstone Avenue
Telephone: (559) 222-3814
Facsimile: (559) 222-0860

- G. Rules and Regulations: Concessionaire shall observe and obey and require its officers, employees, agents and invitees to obey and observe the duly enacted and lawful rules and regulations of the City, and the duly enacted and lawful rules and regulations now in existence or hereafter promulgated by City, or by any other local, state or federal agency of competent jurisdiction. Concessionaire shall comply with all federal, state and municipal laws, regulations and ordinances, including all promulgated which may apply to the operations of Concessionaire at the Basin.
- H. Permits, Licenses, Miscellaneous Fees: The Concessionaire shall pay all taxes, including ad valorem taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Concessionaire and upon which Concessionaire is legally responsible for paying. Concessionaire agrees to secure all such permits and licenses. Failure to pay said taxes and/or fees shall be considered an event of default under the terms of this Permit.¹ Nothing within this Section shall be deemed to limit any of Concessionaire's rights to appeal any such levies and/or assessments in accordance with the rules, regulations, laws, statutes, or ordinances governing the appeal process of the taxing authority(ies) making such levies and/or assessments
- I. Nothing in this Agreement generally shall be construed as any kind of warranty or guarantee that the City will issue, grant or secure any permits, licenses or other documents necessary to conduct the use authorized herein. Concessionaire shall be solely responsible for securing any and all necessary and appropriate licenses and other documents necessary to permit the authorized use.
- J. Invalid Provisions. The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of this Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.
- K. Attorney's Fees: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party

¹ Any interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of any real property (land and/or improvements located therein or thereon) which is owned by the City of Fresno (Lessor) is a Taxable Possessory Interest unless the possessor of interest in such property is exempt from such taxation. With regard to any Possessory interest to be acquired by Concessionaire under this Permit, Concessionaire, by its signatures hereunto affixed, warrants, stipulates, confirms, acknowledges and agrees that, prior to its executing this Permit, Concessionaire either took a copy hereof to the office of the Fresno County Tax Assessor or by some other appropriate means independent of City or any employee, agent, or representative of City determined, to Concessionaire's full and complete satisfaction, how much Concessionaire will be taxed, if at all.

in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

- L. Exhibits: Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
- M. Precedence of Documents: In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.
- N. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- O. Waiver: The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
- P. Governing Law and Venue: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Permit and any rights and duties hereunder shall be Fresno County, California.
- Q. Acknowledgment by Concessionaire: By its signature(s) hereunto affixed, Concessionaire expressly acknowledges that Concessionaire clearly understands that neither this Agreement, itself, nor the issuance of this Agreement by City to Concessionaire nor acceptance of this Agreement by Concessionaire constitutes, in any way whatsoever, any Agreement by or on behalf of City to enter into any further/other Agreement, permit, lease, or other arrangement of any type whatsoever, beyond the term of or in addition to this Agreement.
- R. Interpretation: The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.
- S. Final Agreement: Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire and integrated Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Agreements, either written or oral.
- T. Counterparts: This Agreement may be executed in any number of counterparts and any party may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will be deemed to be but one and the same instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.
- U. Independent Contractor. Concessionaire is and throughout this Agreement shall be an

independent contractor and not an employee, partner or agent of the City.

IN WITNESS WHEREOF, said parties have executed these presents to be duly executed by their proper officers thereunto authorized, and corporate seals affixed this 16th day of September, 2008.

CITY OF FRESNO

By: [Signature]
RANDALL L. COOPER
Director of Parks, After-School,
Recreation and Community Services

Address for Notice:
City of Fresno,
PARCS
2623 Fresno Street, Room 101
Fresno, Ca 93721

MAXIMUM PAINTBALL, INC.

By: [Signature]
Name: Thomas D. Sharp
Title: President

By: [Signature]
Name: DEBBIE S. SHARP
Title: Secretary

Address for Notice:
MAXIMUM PAINTBALL
4743 N. Blackstone Avenue
Fresno, CA 93726
(559) 222-0860

APPROVED AS TO FORM

JAMES SANCHEZ
City Attorney
City of Fresno

By: [Signature]
K. BRADLEY Deputy

ATTEST

REBECCA A. KLISCH
City Clerk
City of Fresno

By: [Signature]
(Deputy) (9/16/08)

EXHIBIT "A" Basin Description/Depiction
EXHIBIT "B" Concessionaire's Proposal



EXHIBIT A-1



MAXIMUM PAINTBALL

Playing the game & living the life since 1998

4743 N. Blackstone Ave.
Fresno, California 93726
(559)222-3814
Fax: (559)222-0860
dsharp7@transedge.com

January 19, 2007

Proposal

Dear Sirs,

We appreciate the opportunity to bring a professional paintball field to Fresno and to Regional Sports Park.

On the following pages you will find information regarding:

- I. The sport of paintball and the basis for a paintball facility at Regional Sports Park*
- II. Construction of a Paintball Park*
 - The Paintball Course*
 - Description of the fields and course equipment*
 - Poles and Netting*
 - Drawings and Design Plans*
 - Electrical and Irrigation Plan*
 - Earthwork Plan*
 - Overall Design Plan*
 - Construction Time Frame (please see calendar)*
 - Restrooms*
 - Security*
 - Concessions*
 - Insurance*
- III. Daily Operations*
 - Open hours, Days of operation*
 - Participants and Spectators*
 - Safety*
 - Services*
 - Maintenance and Clean up*
 - MSDS (paintballs) from Severe Paintball Company*
 - MSDS (paintballs) from Nelson Paintball Company*
 - MSDS (Co2) from Fresno Oxygen*
- IV. Maximum Paintball*
 - Staff*
 - Financial Information*
 - Field Investment*
 - Operational Costs*
 - Profit and Loss Statement*
 - References*

Thank you for your time in considering our proposal.

Thomas D. Sharp
President
Maximum Paintball Supply, Inc.

EXHIBIT B

1 The sport of paintball and the basis for opening a paintball field at Regional Sports Park

Maximum Paintball's goal has always been to offer a full service paintball experience. This would include a clean, well-stocked, professional retail location as well as a set of playing fields that would be attractive to recreational and tournament players alike.

Honestly, when Regional Sports Park was suggested to us, we had never heard of it. That same day we decided to take a drive to the location and was surprisingly impressed. The park was not only well-planned but professionally maintained and right away we felt that this was a location to which we could lend our name.

The undeveloped Southeast corner contains good terrain and foliage for our vision of the paintball compound:

As players approach the facility they would see the wall of Eucalyptus trees with only a narrow path as our entrance. The Eucalyptus trees would remain as a source of shade and ambience. As the player reaches the otherside of the trees the space would open up. On the right the player would see a regulation size NFPL field and just beyond that a regulation X Ball field. The player is standing on a landing that overlooks the 28,000 sq ft staging area. The staging area includes 18 player paddocks with 2180 sq ft of shade. The walkways between the tournament fields offer 7200 sq ft of shade.

The path to the left leads to the registration booth and the Pro Shop. The entire left side of the property holds what every player in Fresno has been waiting for: a 144,000 sq ft recreational, multi-themed scenario field. This field could be used whole or divided.

The player will see that this is a set up that will be different everytime he plays. It's comfortable, clean, safe, and is a place that he can bring his family.

Maximum Paintball needs to develop a professionally run field in Fresno. Currently, we lose players due to lack of selection, consistency, and professionalism.

Paintball Industry statistics & facts:

- *Paintball is played in more than 100 countries*
- *Paintball is played as a recreational hobby as well as a professional international sport with prize purses as high as \$100,000.*
- *An independent insurance company has rated paintball safer than golf, bowling, baseball, and just about every other sport.*
- *SGMA International started tracking paintball participation in 1998 (the year we opened) and has found that the number of participants has increased from 793,000 to 1,414,000 in 2001. A 78% increase.*
- *There are approximately 175 Universities with a paintball club or program*
- *There are approximately 200,000 paintguns sold in the U.S. every month.*
- *Number of players worldwide: 16,000,000*



1. The sport of paintball and the basis for opening a paintball field at Regional Sports Park

Paintball is a combination of the childhood games "tag" and "hide and seek" but is much more challenging and sophisticated. The basic concept involves the creation of two teams and the goal of eliminating team members by "marking" them with paint pellets. The sport requires very specific equipment: goggles, paintguns, pressurized gas, and paintballs. Paintball can be played indoors or out, with as few as 2 people or 500 people (the largest paintball game on record involved over 4000 players!), a game can last 5 minutes or an entire weekend. It's objective might be to take something, bring something, find something, or to simply be the last person standing. Depending on the type of field you play, the tactics can vary as well - from being quiet and sneaky and picking your shots carefully, to being loud, fast, and shooting constantly.

A paintball game can be different every time, but there's one thing that stays the same, it's an adrenaline rush!

Goggles

This is the most important piece of paintball equipment. All paintball goggles are designed to meet strict industry standards and protect ears, nose, mouth, as well as the eyes. Maximum Paintball carries 49 different types of goggles to choose from



Paintguns

Paintguns range widely in performance and price. Markers can be pump-action, mechanical semi-auto, or electronic. Some tournament players can spend up to \$2000.00 on their paintguns, but most recreational players are competitive with a \$200.00 investment. Rental sets (marker, air tank, and mask) are the best way to get a feel for the sport at minimal cost (usually \$15.00). A hopper capable of holding 190 paintballs sits atop the marker and an air source (Co2 or compressed air) expels the paintball from the barrel.



Eclipse 07 Ego Tournament Paintgun
retail \$1249.99



Kingman Spyder Sonix
retail \$89.99

Pressurized Gas

Paintball guns used pressurized gas to propel the paintball forward. There are 2 types of propellant: Co2 and Compressed Air. Tanks range from \$17.99 for a 9 oz Co2 to \$229.99 for an 88ci 4500 psi Compressed Air tank.

Paintballs

A paintball is a round, thin-skinned gelatin capsule with colored liquid inside. Paintballs are similar to large round vitamin capsules. The fill inside is non-toxic, non-caustic, water-soluble, and biodegradable. It rinses out of clothing and off skin with mild soap and water and are even edible, although we don't recommend it!



Description of the fields and course equipment

We will have the following types of fields:

- 1 NPPL Regulation size field*
- 1 Regulation size XBALL field (this can double as an NPPL field)*
- 1 Multi purpose field that can also be used as an NPPL field*
- 1 very large multi themed scenario field*

To clarify, NPPL, XPSI, and XBALL are tournament circuits that set the rules for competition paintball and field set ups. These circuits set the standards for paintball fields all over the world. These are referred to as 'speedball' fields.

Speedball is a term used loosely to describe any field that simply has a series of bunkers (and no other obstacles) laid out on the field in a mirror pattern to make play fair for both sides.

The bunkers used on these fields are primarily 'blow up' bunkers. This means that they are constructed of vinyl and filled with air from a leaf blower.

These bunkers can be deflated in a matter of minutes and moved to a storage container.

The multi themed scenario field will use a variety of bunkers and obstacles (some permanent and some mobile). This will include sandbags, telephone pole remnants from the construction, barrels, and we're hoping to include some military type jeeps and perhaps even a helicopter! (Of course all oil and glass would be removed for safety.)

Poles and Netting

Although we are willing to use whatever type of poles you would like, we would like to use recycled telephone poles throughout the construction of this project for two reasons. The obvious reason is cost. To use metal poles would increase the cost of the poles 9 to 10 times and would increase the length of construction from 50% to 100%. This second reason and the more important one from a design point, is the overall look of the completed project. We're trying to achieve a certain look, a rustic, outdoorsy look. Recycled telephone poles will be used throughout the project, from flower bed borders to the retaining walls. Metal poles will not fit the theme we're looking for. Maximum Paintball will pay for the removal of the poles at the end of the lease if Parks and Recreation so desires.

We will use netting designed for the sport of paintball and will meet all ASTM standards.



Restrooms

Restrooms will be portable chemical toilets (porta potties) and will be on a once a week cleaning service. This will include one handicap bathroom.

Security

Security will be provided by Sonitrol (currently used at the store) and video cameras. The video cameras and recording system we use can be monitored from remote locations like the store or our home. Initially, storage at the facility will be minimal.

Employees will all leave the paintball park at the same time just like our procedures at the store.

Concessions

We will be selling basic, prepackaged foods until such a time that Regional Sports Park installs their own concession stand.



Staffing

Our staff is highly trained at working in the paintball industry, our retail store, and under strict procedures, therefore, our plan is to use our existing crew to run the field. New employees would be trained at the store first and eventually moved out to the paintball park.

Several members of our current staff have experience running paintball fields or setting up tournaments. Here is a list of our employees (including owners) their history, qualifications, and eventual responsibilities at the park:

Thomas Sharp (owner)

Past Jobs:

- age 15 to age 16 - Shop Manager at Silco West in charge of 10 employees
- age 17 to age 19 - Assistant Manager Burger King
- age 19 to age 21 - Assistant Manager Dominos Pizza
- age 21 to age 28 - Installer/Sheet Metal Fabricator
Donald P. Dick Air Conditioning
- age 28 to age 34 - Manager at Western Goldfish Growers
- age 34 to age 41 - Owner/ Tech Buyer at Maximum Paintball

Current Responsibilities:

- Buyer (99% of all products)
- Sales
- All design elements and systems management
- Technical Consultant
- Gun Repair/ Air Smith
- Business Development and Growth

Professional Accomplishments:

- Developed set of protocols for the repair of jukeboxes/video game machines at Silco West at the age of 15
- Designed the packing operations of fish at Western Goldfish Growers including shipping carton design
- Design and construction of one of the best paintball stores in the country
- Certified Referee XPSL
- Certified Haz Mat Employee as pertains to Hydrotesting by water jacket method

Paintball Field Responsibilities:

- Design and Construction
- Manager (daily operations)
- Employee Training
- Systems Management
- Game Coordinator
- Event Manager

Debbie Sharp (owner)

Past Jobs:

- age 19 to age 22 - Manager of 3 Yogurt Mill Delicatessens
- age 24 to age 26 - Manager of SeaWorld PetWorld Pet Store
- age 26 to age 31 - Manager of Pet Mart (22,000 sq ft Pet Store)
- age 32 to age 41 - Owner/ Gen. Mgr. Maximum Paintball Supply

Current Responsibilities:

- All Accounting (taxes, bill paying, payroll)
- Hiring and Scheduling
- Policy Making



Staffing cont.

Debbie Sharp (owner)

Current Responsibilities cont.

*Advertising and Marketing
Employee Training
Receiving
Safety Management
Operations Manager*

Professional Accomplishments:

*Certified Haz Mat Employee as it pertains to Hydrotesting by
water-jacket method*

High level of organization and detailed policies

Raised sales from \$60,000.00 first year to \$1,400,000 by 5th year.

Grew business from no employees to 8 employees (4 full time and 4 part time).

Self taught event marketing and graphic skills

Field Responsibilities:

*Hiring and Scheduling
Marketing
All Policies
Maintenance Calendar
All Accounting
Pro Shop Management*

Jeff Dufour

23 years old from Michigan

Assistant Manager (full time)

With us for 2 years.

Playing paintball for 5 years and helped develop the Sandridge Electronic Autococker

paintball gun (a big deal in the paintball industry). Also managed the

Sandridge Paintball Field (speedball and woods field for scenario play)

Peter Olaguez

20 years old from Fresno

Assistant Manager (full time/ FSU student)

With us for 4 years

Playing paintball for 5 years, tournament experience

Garrett Calvert

23 years old from Fresno

Tech Department Manager (full time/ FCC student)

*Extensive technical skills on all paintguns and extensive tournament participation
and organization.*

Garrett Stone

23 years old from Tehachapi

Sales (part time/ FSU student)

With us for 2 years

*Specialty is older paintguns and ardent player. Worked at fields in Tehachapi
selling Co2 and Compressed Air.*



Staffing cont.

Mike Gist

17 years old from Fresno

Sales (part time: FUSD student)

With us for 1 year

Responsible for all 100 rental paintguns, Co2 tanks, and mask maintenance

Adrian Aguirre

26 years old from Sanger

Sales (full time)

With us for 8 months

Serious paintball player and bilingual

Bernot Bison

19 years old from Fresno

Sales (part time)

With us 5 months

Paintball Player with some tournament experience

Joey Buck-Jantzen

17 years old from Antioch

Rentals and Receiving (FUSD Senior Work Program)

With us 1 week

Maximum Paintball 'MySpace' designer



Participants and Spectators

Initially we expect to see 100 players per week and 30 spectators and family members. We predict that the numbers will grow to 300 players per week and approximately 75 spectators.

One aspect constantly overlooked or ignored at most paintball fields is the opportunity to welcome family members to come and watch a day of paintball. Our demographic includes 12 to 16 year-old boys and 30+ year-old men, both of whom appreciate having an audience. On the other hand you have wives and mothers who would love to watch husbands and their kids participate in a fast paced, entertaining sport. These types of spectators, however, need to feel welcome, safe, and comfortable in a space that is constructed and maintained just for them. In our design plan, you will see 3 sets of bleachers and 2 large shade cloths (under which there are 2 more sets of bleachers). These areas are protected by the netting and will supply a great vantage point for viewing the games.

Our paintball field would satisfy many of the complaints that players have about existing fields. We would have a comprehensive staging area that would be shaded, have great access to bathrooms, the air fill area, and to their own gearbags. Players would have several different fields to choose from and, to solve a major problem players have, our staff would keep the games going. We have strong leadership skills in our staff, exactly what it takes to keep groups of players organized and on the field.



Safety

We are very proud of our safety program at Maximum Paintball. So proud, in fact, that we included some of it here for you to peruse.

The quick answer to safety at a paintball field is

- 1. Barrel blocking device must be on the gun if you are not on the field.*
- 2. When you are on the field your mask must be on. Play is immediately stopped if someone's mask becomes askew on the field.*

To us, safety is so much more than that.

**Proper training - Our training safety manual covers:*

- Transfiling Co2 (all pertinent CGA pamphlets are on file)*
- Filling Compressed Air Tanks (All current exemptions are on file)*
- Workplace Security*
- Keller's Official OSHA Safety Handbook*
- Emergency Situations*
 - Fire*
 - Earthquakes*
 - Robbery*
 - Rapid Onset Illness*

**Workman's Compensation - We use Employer's Compensation Insurance Co.*

**Strict adherence to the policies/ procedures of our business.*

**We require barrel blocking devices on all paintguns brought into our store (there's a sign on the door).*

**We require barrel blocking devices on all paintguns with air on them in our store. You will not find this policy at any other store in the San Joaquin Valley.*

**We empower all employees (even the youngest ones) to be responsible for safety.*

In addition to the safety program already in use at Maximum Paintball, we would develop detailed policies concerning:

Safety Signage such as "GOGGLES ON", "BARREL BAGS REQUIRED", "NO SHOOTING IN THIS AREA", "SAFETY FIRST"

Daily Safety Meetings for players

Ref's Uniforms including shields.

Ref's duties including off-field security and the proper handling of equipment by players.



Services

-Walk-on Play

Players would show up in groups or by themselves. Our refing staff would organize groups of players and keep the games going so everyone has a full day of paintball.

-League Play

This activity would best be managed on weekday evenings in the summer season. This would be much like a bowling league where friends, co-workers, or even families would compete in friendly paintball games. We would approach human resource directors and small businesses to get more people involved.

-Rentals

The field would be equipped with the same type of rental sets we use at Maximum Paintball. The set includes the paintgun, mask, and full Co2 canister.

-Co2 and Compressed Air Fills

We've utilized Fresno Oxygen for Co2 bulk tanks since we first opened. Our entire staff is well trained in transfilling Co2 tanks and like Maximum Paintball, the field will have all applicable CGA Pamphlets on site. Compressed Air is becoming more and more popular as a form of propellant and it is imperative that paintball fields have a compressor and enough bulk tanks to handle the demand. We do.

-Product Sales

Our Pro Shop Registration Booth would carry the items necessary for a day of paintball.

-Limited Repairs

Although we have a great tech available, the field is not the best venue for doing repairs. All repairs would be kept to a minimum.

-Events

We've been organizing events for years, only now would we be able to play host. We have 2 Paintball Palooza's a year which is basically a 'Big Game'. This is the largest recreational paintball event held in Fresno. We would also like to organize some charity events. We've always offered our rentals guns to organizations but we never had a venue for their events. Now we could offer the full package.

We would also host local paintball tournaments set up for the more serious paintball player. Once again we have organized these events in the past, but had to do so at other local fields. We are looking forward to being in full control of the venue and quality of the event. We would also make sure that the regional paintball circuits make Fresno a regular location for their events. We are very pleased that we were involved in bringing the APSL Tournament Circuit to Fresno and Regional Sports Park this coming September.





Our Local References

Wayne Barker, Inc. (Betty Barker)

Blackstone Village Shopping Center

We opened Maximum Paintball in the Blackstone Village Shopping Center in 1998. The space we occupied was approx. 700 sq. ft. and was located between Alex's Barbershop and Juanita's Mexican Restaurant. After a year it was apparent that we needed more room. The restaurant next door had closed and was easily twice the size of our store. It was an obvious choice for the new store. Betty's husband, Dan (recently deceased) was extremely supportive and enthusiastic during this time, a kindness we'll never forget. It wasn't long before we grew even larger taking our previous location as our new stockroom and settling in at 2300 sq. ft. Don and Betty enjoyed travel and we were happy to help with the management chores of the shopping center. For the past 2 years we've been entrusted with collecting all rent payments (13 tenants) and depositing these checks.

*Betty Barker
250-2101*

Fresno Oxygen

Fresno Oxygen supplies us with Co2, a critical item for paintball shops. In 1998, we picked up 2 to 3 50lb tanks a month. Now Fresno Oxygen delivers an average of 15 per week! We are loyal patrons of this company and are proud of our 'pay' record.

Corporate Headquarters (Main Store)

*245 "M" Street
Fresno, California 93721
233-6684*

Joe Collins Productions

*Joe Collins is one of Fresno's gems. He is the voice of many commercials and hosts **Rhythm & Blues Chronicles** on a local radio station. Joe coordinates our television and radio ads as well as produces them. Feel free to contact him regarding our 'pay' record.*

*Joe Collins
411 E. Andrews Ave.
Fresno, California 93704
229-6763*

Pelco

Security is a major priority at our store. We currently utilize 19 cameras in and around the premises. Argen de Klerk, an engineering manager at Pelco, recently installed an unreleased digital video recorder in our store as part of their beta testing procedures. As we have been a long time user of Pelco products, we are happy to help them in their development process.

*Argen de Klerk
Engineer
3500 Pelco Way
Clovis, California 93612
292-1981*

Sergeant Mike Doyle

Police Activities League

Sergeant Doyle is clearly committed to PAL and the at-risk kids involved in this program. A recent casual conversation in our store turned quickly into a partnership to support the list of activities offered to mentors and their charges. On June 11th of this year, the PAL took part in one of our major events of the season, The Paintball Palooza. We supplied 30 rental paintguns and related supplies at no charge. This was not a one time donation from our store and we look forward in assisting Sergeant Doyle with future functions.

*Sergeant Mike Doyle
745 N. First Street
Fresno, California 93702
498-2508*

The Paintball Palooza!





Our Industry References

American Paintball Supply

1433 Route 9
Fort Edward, NY 12828
Joey Mendoza
1-503-385-5600

Archon Paintball Inc.

155 Verdun Rd.
Greenville, SC 29607
John Pope
1-866-927-6330
1-864-675-0228

Bad Habitz

1021 Victory Place
Burbank, CA 91502
Raul
1-818-565-0196

BLAST Inc.

1799 Carpenter Rd. Unit D
Oakley, CA 94561
Bob Long
1-925-625-7929

Brass Eagle (Worr Games, JT)

1201 SE 30th Street
Bentonville, AR 72712
Veronica
1-800-861-6095

Custom Products

1640 W. Sunrise Blvd
Gilbert, AZ 85233
1-480-539-4820

Darin's Gun Exchange

950 Randolph St.
Napa, CA 94559
Darin
1-707-255-5166

DerDer Productions

4082 Promontory St.
San Diego, CA 92109
Rob
1-858-274-3552

DYE Precision Inc

10637 Scripps Summit Ct.
San Diego, CA 92131
Derek Leshe
1-858-536-5183

Evoventures

P.O. Box 839
Walnut, CA 91789
Tommy Yang
1-626-839-3332

Gen X Global

1709 S. California Ave.,
Monrovia, CA 91016
Arfon
1-866-359-9248

Kingman International Corp.

14010 Live Oak Ave.
Baldwin Park, CA 91706
Eric
1-626-430-2300

Metadyne

5069 Alworth St. Suite 4
Boise, Idaho 83714
Scott Collins
1-208-321-1807

Monkey With a Gun

P.O. Box 6206
Fullerton, CA 92834
Bonnie
1-714-403-9224

National Paintball Supply, Inc

570 Mantua Blvd.
Sewell, NJ 08080
Kevin Durbin
1-800-346-5615

NcStar

10302 Olney Street
El Monte, CA 91731
1-626-575-1518

Pacific Wilderness

1719 S. Pacific Ave.
San Pedro, CA 90731
1-310-833-2422

Pro Caps Direct

14235 John Marshall Highway
Gamesville, VA 20155
Ronan
1-571-261-3162

Pursuit Marketing, Inc.

55 Howard Ave.
Des Plaines, IL 60018
Kelley
1-847-233-9900

Racegun USA

1800 Miraloma Ave. Suite D
Placentia, CA 92870
Tom Dougherty
1-714-528-7223

Severe Paintball

1301 Sawgrass Corporate Parkway
Sunrise, FL 33323
Edouardo Minski
1-800-849-6366

Smart Parts

100 Station Street
Loyalhanna, PA 15661
Sean Scott
1-800-992-2147

Tippmann Sports, LLC

2955 Adams Center Road
Ft. Wayne, IN 46803
Pat Ferrer
1-800-533-48311

WDP

417 Main Street Suite 201
Huntington Beach, CA 92648
Melissa
1-714-536-9011

Warped Sportz

11919 West Pico Blvd.
Los Angeles, CA 90064
Glenn Forrester
1-310-914-9222

From: "Derek Leslie" <dleslie@dyeprecision.com>
Subject: **Dye and Proto**
Date: December 8, 2006 9:53:33 AM PST
To: "Debbie Sharp" <dsharp7@transedge.com>
Reply-To: <derek@dyeprecision.com>
3 Attachments, 241 KB [Save](#) [Slideshow](#)



To whom it may concern,

I have had the pleasure of knowing and doing business with Thom and Debbie Sharp, for nearly 8 years. They have issued only the utmost professionalism and personal principles to my self and others who have come in contact with them. Thom and Debbie are known throughout the Paintball Industry, as wonderful people who care greatly about their business, their customers and their community. I am proud to know them, and to call them friends

Please feel free to contact me if you need any additional information

Sincerely,

Derek Leslie
Director of West Coast Sales
Dye Precision, Inc
(858) 536-5183 ext 281
Email: derek@dyeprecision.com

10637 SCRIPPS SUMMIT CT • SAN DIEGO • 92131
PHONE: 858-536-5183 EXT 222 • FAX: 858-536-5191

Maximum Paintball Supply
4743 N. Blackstone Ave
Fresno Ca, 93726

To Whom It May Concern,

I am pleased to say I have been Thom and Debbie's sales representative for the past eight years. Maximum Paintball Supply has met all of our requirements to qualify them as a first rate, professional, commercial retail paintball store. Thom has had a Pro-shop with a large selection of paintball supplies to service any type of paintball player for several years. He carries everything from entry level equipment designed for the recreational player all the way to top of the line high-tech gear for the most demanding scenario and tournament players. In our industry, it is quite common for the more successful commercial operations to have a "dual entity" arrangement with both a retail store front and commercial playing field. Thom has done the requisite research to confidently take the step towards becoming a "dual entity" business. Having the combination of the two would be a great feature to help Thom grow his business and it would also provide the young players in the area with a safe environment to enjoy the game of paintball.

Thom staffs his Pro-shop with well-qualified, safety conscious, courteous employees at all times to ensure that his customers are taken care of in a speedy, yet professional manner. Thom along with some of his staff play at a professional level in numerous paintball leagues across the country which keeps them on the cutting edge of the sport. By traveling to and competing in all of these events, he has gained valuable exposure to numerous successful logistic and business strategies that allow him to run his retail store better and they have also helped prepare him for the challenges of operating a commercial playing field and running his own events as well.

We have had nothing but positive experiences with Maximum Paintball Supply and hope that they get the support they deserve to grow their family run business and promote the game of paintball.

Sincerely,

Kevin Drummond

National Paintball Sales Representative

800-346-5615 ext 206

kevin@nationalpaintball.com



12316 Bell Ranch Dr • Santa Fe Springs • CA • 90670 • phone 562-204-0857 • fax 562-204-0861

12-8-06

To Whom It May Concern:

I am writing this letter as a character reference regarding Thom Sharp and his company Maximum Paintball.

I have done business with Thom for nearly 10 years if not more. I have supplied Thom's store, Maximum Paintball, with equipment and supplies for the sport of paintball. Over the years Thom has earned my utmost respect with his honesty and integrity. Where one account might keep extra product we ship them by mistake Thom has come forward and informed me of these errors and asked us to bill him for them. That trait is nearly non-existent in our industry.

In my 20+ years in this industry I can count on a single hand those customers that have been a pleasure to work with 100% of the time. Thom Sharp would rank number 1 or 2 on that list.

If all, well half, of my clientele were similar in character to Thom I'd be the happiest man in paintball.

Warmest Regards,

John Pope

Financial Information

We are a financially secure company, meaning that we are 100% in the black. Where as most companies list only one or two references, we encourage you to call anyone we deal with, paintball related or not, and inquire about us. We have never refused a shipment, we've never bounced a check, all bills are paid in full every month, and all inventory is paid for upon arrival. We are not on terms with any company by design. Everything in our building is paid for. We hope this answers the question of our financial position. We've also included a Profit and Loss Statement from our last fiscal year. Please ask if there is any other financial documents you require.

Paintball Park Initial Investment

We expect construction cost of the field to total \$113,875.00. Maximum Paintball/ Thom and Debbie Sharp are prepared to finance this amount without taking a loan. This includes course equipment, maintenance equipment, and construction labor.

Maximum Paintball will be responsible for all construction costs within the chain link fencing.

Operational Costs

We estimate a monthly running cost of \$6500.00. This includes sanitation, insurance, labor, utilities, and property maintenance. All employees will be paid legally and have all necessary coverages.



Maximum Paintball Supply, Inc.
Profit and Loss Standard
 July 2005 through June 2006

	<u>Jul '05 - Jun '06</u>
Ordinary Income/Expense	
Income	
501-Sales	1,378,041.62
Total Income	<u>1,378,041.62</u>
Gross Profit	1,378,041.62
Expense	
651-Inventory Change	-38,171.00
653-Purchases	754,142.24
654-Freight	17,231.69
801-Advertising	26,092.77
807-Automobile Expense	8,424.72
811-Bank Charges	199.70
823-Depreciation Expense	24,516.00
825-Dues & Subscriptions	2,469.03
830-Health Insurance	3,784.85
831-Interest Expense	76.85
833-Insurance	
833.01-Liability Insurance	9,332.04
833.03-Workman's Compensation	<u>5,247.00</u>
Total 833-Insurance	14,579.04
839-Legal & Accounting Fees	8,215.29
843-Maintenance & Repair	4,352.36
844-Merchant Fees	15,226.59
847-Office Supplies	3,780.00
853-Postage & Shipping	78.00
856-Profit Share/Pension Exp	2,338.50
857-Promotion	17,219.10
858-Promotion Meals	1,634.03
859-Rent	36,670.60
860-Security	2,927.44
862-Salaries-Officer	127,700.00
863-Salaries-Other	100,917.58
864-Supplies	12,661.41
865-Taxes	
865.01-Payroll Taxes	22,757.06
865.03-Other Taxes	25.00
865.04-Sales Tax Payable	101,558.00
865.99-Taxes & Licenses	1,579.00
865-Taxes - Other	<u>-1,514.00</u>
Total 865-Taxes	124,405.06
875-Telephone	12,419.38
877-Travel & Entertainment	4,263.13
879-Utilities	6,022.63
991-Federal Income Tax	17,174.00
992-State Franchise Tax	<u>7,194.00</u>
Total Expense	<u>1,318,544.99</u>

01/20/07

Maximum Paintball Supply, Inc.
Profit and Loss Standard
July 2005 through June 2006

	<u>Jul '05 - Jun '06</u>
Net Ordinary Income	59,496.63
Other Income/Expense	
Other Expense	
998-Penalties	244.00
999-Other Expenses	<u>0.00</u>
Total Other Expense	<u>244.00</u>
Net Other Income	<u>-244.00</u>
Net Income	<u>59,252.63</u>



Safety

Overview

Maximum Paintball Supply, Inc. is an industry leader in establishing proactive safety policies. This means that we actually look for possible safety hazards, then we create policies to prevent accidents. Unfortunately, many paintball stores must experience an accident or near-accident before the problem is confronted.

Paintball is actually considered a relatively safe sport, however, being exposed to paintball equipment and players everyday in a store setting can increase your risk of being injured. This set of safety guidelines will cover these issues as well as standard safety protocols utilized in all industries.

Warning!

These are not suggestions...these are Maximum Paintball Supply's Policies. Disregarding a policy is cause for termination with or without warning.

If you do not feel knowledgeable and confident about a procedure, you must tell your supervisor. We will retrain as necessary.

Workplace Security

Providing a secure workplace can reduce many types of risks. Security breeches can result in theft, identity theft, assault, violence, and business shutdowns. For example, having the payroll delivered to us while we're open instead of leaving it outside the door can prevent identity theft. We also have a number of security cameras installed inside as well as outside. Often the mere sight of a security camera will deter criminals. Remember, you are not just using this facility, it is up to the entire staff to maintain high security levels.

The Parking Lot

While there is no real criteria for determining "safe" parking spots, try to park:

- *Where you can see for a distance around your vehicle.
- *Where you can be seen (a highly visible location)
- *In a well lit area
- *In busy areas

Going to and from your vehicle

Always consider your own personal security and safety before leaving your vehicle. Look around before opening your door. If you notice suspicious people in the immediate area, move to a different parking stall. When you exit your vehicle:

- Quickly move toward the building entrance, scanning the area in front of you for suspicious people and behavior.
- Walk in well-lit areas.
- Stay alert, be aware of activity in the trash area next to the store.
- If a suspicious person does approach, change directions and head for a safe area.



Workplace Security, cont.

It is Maximum Paintball's policy that all closers leave at one time to increase security for it's employees. When you are returning to your vehicle:

- Scan the area around your vehicle as your approach.*
- Approach your vehicle with care; have your keys ready.*
- If something appears out of the ordinary or you see a suspicious person approaching... stop, and go back into the store or other safe area.*

Inside The Store

Just because you've made it safely inside the store, you shouldn't let your guard down. There are levels of security that all employees are required to maintain.

- Unless product is being moved through the gate behind the store, it is to remain locked.*
- Customers are not allowed behind the counter unless they are using the bathroom. If you've allowed someone to use the bathroom, it is your responsibility to watch them leave the bathroom and go to the other side of the counter.*
- If a manager has let you use the store keys, you are to return them to that person's hand, not placed on the counter.*
- Managers are the only people with permission to be in the office.*
- Filled out forms such as Consignments, Repair Forms, and Rental Agreements are never to be left on the counters.*
- Invoices are never to be placed where the public has access to them.*
- The door in the stockroom is to be used only as an Emergency Exit.*
- During open hours, one counterperson must be in the showroom at all times. The showroom must never be left unattended.*
- Don't overlook trash recepticals as a possible security breach. Mentally ask yourself, "Could this jeopardize the security of the store if I just throw it away?". We have a shredder and other safer ways of disposing of sensitive materials.*

Emergency Situations

Good planning is essential in handling any emergency situation. Throughout your working life you will constantly be challenged with events that are unexpected...be prepared!

Fire

The key to surviving a fire is to not let it get started. Maximum Paintball lists the following items as part of it's Fire Prevention Program:

**Smoke Alarms*

We have 5 smoke alarms distributed throughout our 2300 square foot store. They are hard-wired to the electically system so there is no need for batteries.

**Clean storage areas*

You will notice that Maximum is considered a 'clean' store. Trash is not allowed to collect in the shed, or next to the building or fence lines.



Emergency Situations, cont.

**Planned escape routes from every room*

These are posted near doorways

**Electrical outlets and cords are not overloaded.*

**Fire Extinguishers*

We have three certified fire extinguishers. Know where they are! Locations are mapped on the planned escape routes near doorways and also in this manual.

**Yearly inspections by the Fresno City Fire Department.*

What to do during a fire

It is important that you understand the characteristics of fire. Fire spreads quickly; there is no time to gather valuables or sometimes to even make a phone call. In just two minutes a fire can become life threatening. In 5 minutes a store can be engulfed in flames.

Heat and smoke from fire can be more dangerous than the flames. Inhaling the super-hot air can sear your lungs. Fire produces poisonous gases that make you disoriented and drowsy. Asphyxiation is the leading cause of fire deaths, exceeding burns by a three to one ratio.

**Do not panic*

The calm person who assesses the extent of the blaze, calls the fire department and acts quickly to contain the fire or moves everyone out of the building is the one acting responsibly.

**Assess the fire*

Always think first of your safety and the safety of others. If the fire is small and clearly in control and you have been trained to use a fire extinguisher you can attempt to put the fire out. If you aren't sure if you can control it, or you haven't been trained to use a fire extinguisher, leave the fire fighting to professionals with the proper equipment.

**Evacuate the building, call 911*

Work as a team and know your responsibilities. Confirm verbally what you are doing. "I'll get the extinguisher!", "I'll get everyone out!" and "I'll call the fire department!" will ensure that everything is taken care of and five people aren't all calling the fire department.

Escape routes for each room are posted near the doorways. There are two routes for each room and they are designed to take you past a fire extinguisher and move you to the outside of the building as quickly as possible.

*If your clothes are on fire, STOP, DROP, AND ROLL until the fire is out.
DO NOT RUN - the fire will burn faster.*

If you are escaping through a closed door, use the back of your hand to feel the top of the door, the doorknob, and the crack between the door and the door frame before you open it. NEVER use the palm of your hand or fingers to test for heat.



-If the door is cool, open slowly and ensure that fire and/or smoke is blocking your escape route. If your escape route is blocked, shut the door immediately and use an alternate route. Leave immediately and be prepared to crawl as smoke and heat rise and the air is cleaner and cooler near the floor. Attempt to close doors behind you as this will slow the fire down.

-If the door is warm or hot, do not open. Escape through a window or alternate route. If you cannot escape, hang a white or light-colored sheet outside the window, alerting the fire department to your presence.

Everyone is to meet outside by the Blackstone Village Sign post on Blackstone. Your supervisor will make sure that everyone is accounted for. Flag down the fire department as they approach. DO NOT GO BACK INTO THE BUILDING.

Whoever is the senior staff member that day must notify the fire department of the following items we keep stored in the building:

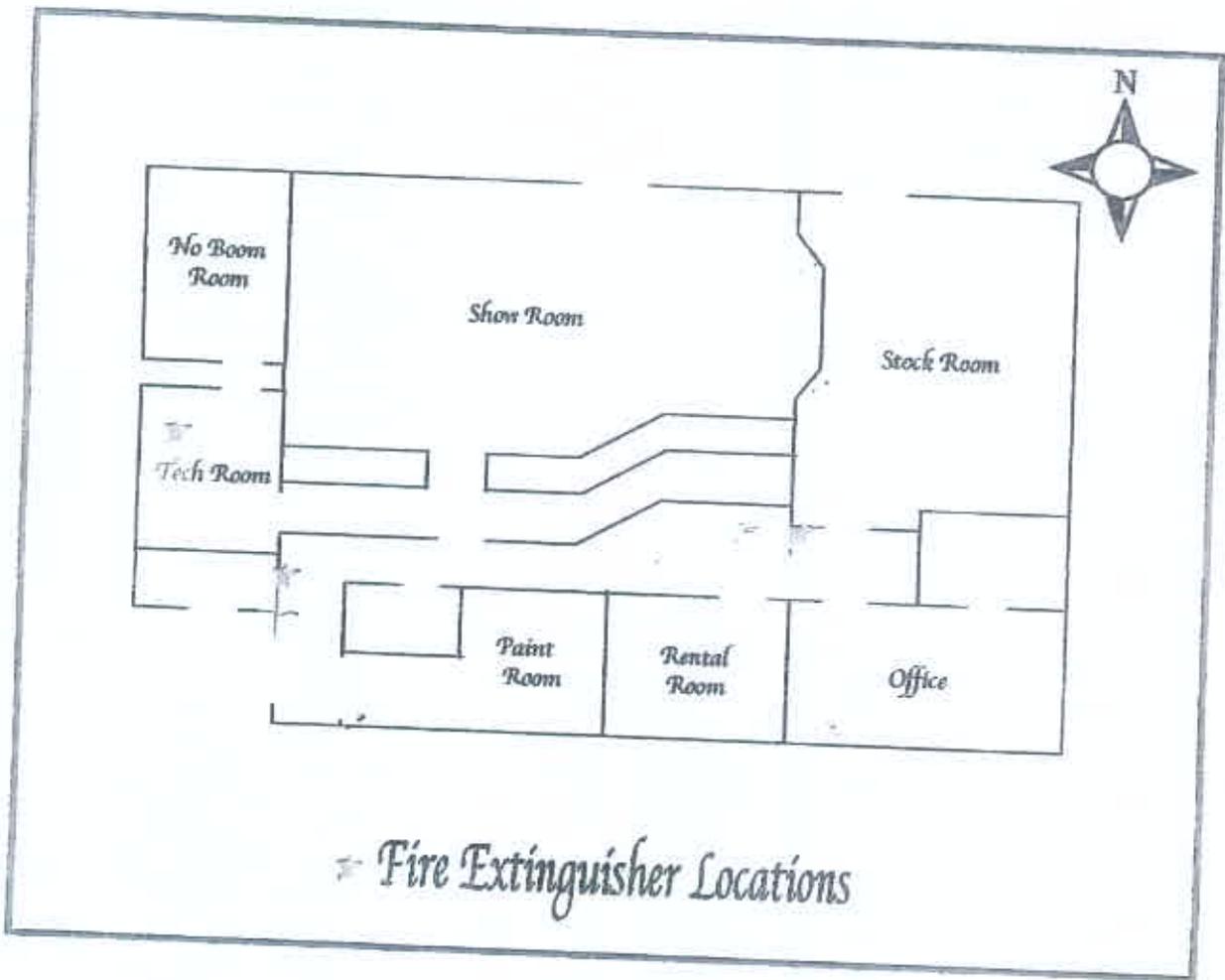
- bulk Co2 cylinders and bulk compressed air cylinders*
- SCUBA tanks*
- fiber wrapped compressed air tanks*

Using a fire extinguisher

Fire extinguishers are only good for about 10 SECONDS so you must know how to use them to be effective.

- 1. Hold the extinguisher upright*
- 2. Pull the pin and stand back 8 to 10 feet*
- 3. Aim at the base of the fire*
- 4. Squeeze the handle*
- 5. Sweep at the base of the fire with the extinguishing agent*





Fire Extinguisher Locations

Earthquakes

What to do during an earthquake:

1. Drop, cover and hold on. Minimize your movements during an earthquake to a few steps to a nearby safe place.
2. If you are indoors, take cover under a sturdy desk, table or bench, or against an inside wall. Stay away from glass, windows, outside doors or walls and anything that could fall, such as lighting fixtures or furniture. Stay indoors until the shaking has stopped and you are sure exiting is safe.
3. If there isn't a table or desk near you, cover your face and head with your arms and crouch in an inside corner of the building. Doorways should only be used for shelter if they are in close proximity to you and if you know that it is a strongly supported load-bearing doorway.
4. If you are outdoors, stay there. Move away from buildings, streetlights and utility wires.
5. If you are in a crowded indoor public location:
 - stay where you are. Do not rush for doorways.
 - move away from tall shelves, cabinets, and bookcases containing objects that may fall
 - Be aware that the electricity may go out or the sprinkler systems or fire alarms may come on.
6. If you become trapped in debris:
 - do not light a match
 - do not move about or kick up dust
 - cover your mouth with a handkerchief or clothing
 - Tap on a pipe or wall so rescuers can locate you. Shout only as a last resort.. shouting can cause you to inhale dangerous amounts of dust.

Flashlights

Flashlights are kept inside the rental room doorway. If you use one, make sure to put it back. Tell a manager if you feel that the battery is getting low.

Robbery

This can cover several situations. An actual robbery, someone being assaulted in or around the store, or even someone being loud and abusive. Here is the list of priorities you must memorize and adapt to the situation:

- Call 911
- Notify management
- Protect yourself
- Be a good witness

If you are being robbed, stay calm and do what the robbers tell you to do (#3 on the above list). If you are a witness, stay calm and make mental notes about the assailant. As soon as it is safe - call 911, then notify management. Write down whatever you can remember: height, weight, tattoos, scars, vehicle information, clothing, etc. Do not discuss what you remember with the other employees until you write your report with management.



Do not try to retrieve property or stop the person who just robbed you. Never allow yourself to be taken to a second location.

Do keep yourself safe, pay attention, call 911 and notify a manager right away.

Adapt the four responses for different situations. If a customer is yelling and using profanity, notify management first. A manager may instruct you to call 911. Situations can escalate so start making mental notes right away. Perhaps the person will calm down and leave happy - or they could pull out a knife. Protect yourself and be a good witness!

Rapid Onset Illness

This situation would involve things like heart attack, stroke, seizure, etc. As an employee it is your responsibility to get the person medical attention right away!

You must act if you believe someone is in distress. If they are unresponsive - call 911. If they look uncomfortable (sweaty, short of breath, etc.) ask them if they need assistance. Notify management right away.

Do not attempt treatment unless you have formal training, have been certified, and 911 instructs you to do so. (All 3, or more involved treatment cannot be administered.)

Do your best to keep the person calm - DO NOT leave them alone. If possible, send someone out to alert the paramedics as they approach.



Co2 Safety

The Bottles

Co2 bottles come in various sizes and shapes. It is up to you to make sure the bottle is safe to fill. Co2 Bottles are made out of aluminum or chromoly steel. To tell them apart, look at the bottom. If it is round, it is chromoly. If the bottom is flat, it is aluminum. From a selling standpoint, aluminum is more desirable as it is lighter in weight and it will not rust. Both types of tanks perform the same. The top of the tank is threaded to accept the brass valve. The brass valve is made up of the body, the burst disk, plug, spring, and pin. There is also a body to valve oring, bottle oring, and pin valve seal. The body of the valve is constructed with a safety feature in case the valve comes loose from the tank. The safety feature is either a hole, a slot, or a combination of the two.

Here is a list of items to look for as you inspect each tank:

What size tank is it? (Never guess, always ask if you do not know for sure)

Is there rust?

Is there a gap between the tank and the valve?

Is the pin valve at a normal height?

Does it have a bottle oring?

Is the tank dented?

Does the tank look like it's been over heated?

Has the tank been anodized?

Does the tank look like it has been tampered with in anyway?

Do you recognize the valve set up?

These tanks can hold up to 1800psi in them. If something goes wrong, it will happen instantly. There is no time to get out of the way.



Every tank has some kind of burst disk incorporated into the valve. This burst disk housing contains a thin piece of copper designed to 'blow out' if the tank becomes overpressurized. This keeps the tank from exploding. Burst disks are further divided into pressure classes. Co2 tank burst disks either have '1800WP' or '3K' on them. 3K is the BP or Burst Pressure of the burst disk. WP stands for Working Pressure. Either is fine for a Co2 tank.

During hot days in Fresno, we include a Warning on our rental agreements about letting Co2 tanks get too warm. We also post this information around the store. It is your responsibility to verbally remind customers to keep their Co2 tanks at room temperature as you hand them back.

Co2 can exist as a solid (dry ice), as a gas, or as a liquid. At room temperature Co2 liquid boils off as a gas. Never breathe Co2. It displaces oxygen in your lungs and can cause respiratory distress eventually leading to death. For this reason, we always leave the air room door open as we work with the 50lb Co2 tanks. A MSDS for Co2 can be found in the store manual. Please make yourself aware of it. Copies can be made for customers.



Compressed Air Tanks

Compressed air tanks or HP tanks are extremely regulated and well-made. In general, it is considered safe to work with and around them. It is safe because the CGA (Compressed Gas Association) has come up with user friendly guidelines that the end user (you and I) can understand. Players aren't known to be safety conscious so we must hold steadfast to the rules and be confident when dealing with these tanks and their owners.

If you do not follow the rules concerning HP tanks there could not only be monetary fines levied against the store, but you are risking the very lives of the people around you. For this reason, even one infraction will result in termination of your employment.

All HP tanks are governed by the DOT (Department of Transportation).

Inspection

Anytime you pick up a HP tank to fill it you must follow the inspection guidelines. You cannot assume that someone else has done the inspection for you. Ask the customer to remove the cover (unless it has a zipper then you can do it) if it has one. If there are stickers on a fiber wrapped tank, they must also be removed. The only exception to this rule is the Air America sticker that Air America puts on their tanks. Even in this case, though, if the sticker has damage, you must assume that the tank has damage.

Look at the tank and ask yourself these questions:

1. In general, have you seen this type/ kind of tank before? If not, ask a manager.
2. Is the tank making noise like something has come loose? Does it sound like there are loose particles inside the tank?
3. Starting at the top, does the valve pin look familiar to you? Is the pin bent or pushed inside the tank? Is there material coming out between the pin and pin opening? Any questions about this and you should check with a manager.
4. Are the connections on the regulator secure or are there spaces? Does the regulator seem loose on the tank?
5. Does it appear that unqualified personnel have been working on the regulator? Chew up fittings, scratches, and rounded burst disks are signs of this problem.
6. Are the correct burst disks installed on the regulator?
HP tanks usually have two burst disks, a low pressure one and a high pressure one.
3000psi tanks - High Pressure burst disk should read 5K
Low Pressure burst disk should read 1.8K
4500psi tanks - High Pressure burst disk should read 7.5K
Low Pressure burst disk should read 1.8K
7. Does the fill pressure marking above the fill nipple match the fill pressure on the tank?
8. Look at the fiber wrapping. Has the tank been dropped? Is the resin continuous? Are the fibers exposed or cut? Does it look like the tank has been in a fire?
9. At the bottom of the tank is a plug. Does it look flush and covered with resin?
10. Is the tank within it's hydro period?

Each tank has an Exemption number assigned to it. The Exemption contains the guidelines that the manufacturer, filler, and hydrotester must use in making and handling the tank. If we do not have the Exemption in the store and/or you do not understand what it says, then you cannot fill the tank.

Tanks that have been retested must have a legible date on the sticker. (A good reason to sell your customer a tank cover if they don't have one)

Ask a manager if you have any questions. Never let a pushy customer make you compromise these standards.



Transfilling Co2

Always inspect the tanks you are about to fill. Look to make sure the valve has an oring on it and look for evidence of tampering. Ask a tech if you find one of the following situations:

- | | |
|--|--|
| Rotation line doesn't match up | Identify the size of the tank |
| Rusted metal | Is the pin height correct |
| A space between the valve and the tank | Is the tank dented |
| Missing or damaged burst discs | Has the tank been tampered with |
| Missing or damaged bottle o ring | Is there something unusual about this tank |

Co2 is .17 cents per ounce. We only charge for what we add to the tank. The only way we can figure out how much Co2 is needed is if the tank has been brought into the store previously and has been engraved. If the tank has not been engraved, you must empty the tank and then engrave it. It is better if you do not go into detail about this procedure of purging the contents for the first engraving.

This is the most common task we are asked to perform. To fill tanks correctly and effortlessly takes practice. These are the basic steps.

1. When you take a tank or tanks from a customer, you are responsible for them until that customer leaves the store. You must keep track of the tanks in the ice chest and you must also make sure the customer takes the tanks with them when they leave the store.
2. Check the weight and determine how much Co2 the customer needs. In most cases the empty weight is engraved next to the relief valve. If the tank has no empty weight engraved skip to step 2A. Weigh the tank. Compare the empty weight to the actual weight. Get a Guest Check and write down how much you are adding to the tank. Always write the weights down individually and then add them together. Add a rotation line to any tank that doesn't have one.
- 2A. If the tank is not engraved you must make sure that it is empty and engrave it yourself. To empty a tank make sure the bleed is open on the fill station and the knob is all the way up on the fill adapter. Screw the tank onto the fill adapter all the way then slowly screw the knob on the fill adapter until Co2 is released from the bleed. Only turn the dial until you hear the Co2; you want to be careful not to turn the dial in too far or the pin valve on the tank could be damaged. If you don't hear any Co2, the tank may have already been empty. Weigh and engrave the tank.

Never put any tank into the ice chest until you have weighed and recorded the amount needed.

3. Chill the tank. We use an ice chest. Sometimes we have ice and sometimes we more water than ice. Be sure to stand the tanks up if there is a lot of water in the chest. Some tanks can suck in water if the valve is submerged. If that happens, let the tech know as Co2 and water do not mix. Leave the tanks in the ice about one minute before you start to fill them. Keep track of which tanks are yours in the ice chest. It can be confusing when the ice chests get filled with customer's tanks. If you think that we are getting low on ice, tell a manager.

Make yourself aware of your body position in the Co2 area. This is the busiest portion of the store. Move away if you can.

- When beginning to fill, the lever should be shut, the bleed open, and the fill adapter knob is in the up position.
4. Once the tank is chilled, screw it onto the fill adapter. If it is not screwing on all the way, something is wrong. Never continue filling if there is a problem, notify a tech right away.

Turn the knob on the fill adapter until you feel pressure or until you hear Co2 start to bleed out. Close the bleed.

Hold the tank by the valve area. Sometimes the tank will flash freeze as you start to fill it and if you are holding the tank your hand could freeze and stick to it.





Severe Paintball LC
1301 Sawgrass Corporate Parkway
Sunrise, Florida 33323-2813 USA
US: 800.849.6366 Int: 954.233.1680 Fax: 954.233.1681

MATERIALS SAFETY DATA SHEET

May be used to comply with OSHA's Hazard Communication Standard 29 CFR 1910.1200. Standard must be consulted for specific requirements.

Product Identification

Product Name:	Paintballs
Formula:	Mixture
Formula WT:	N/A
Common Synonyms:	None
Product Codes:	Various Labels
Effective Date:	September 10, 2000
Revision #	Original

Precautionary Labeling:

Health	- 0 None
Flammability	- 0 None
Reactivity	- 0 None
Contact	- 1 Slight

Hazard ratings are 0 to 4 (0 = No hazard; 4 = Extreme hazard).

Protective equipment during use: Eye and face protection.

Precautionary label statements: During use avoid contact with eyes.

Hazardous Components

This product is not manufactured to contain a reportable component as defined in 29 CFR 1910.1200

Component	%	CAS No.
-----------	---	---------

Not Applicable

Physical Data

Ingredients:

Polyethylene Glycols
Plasticized Gelatin
Glycerol
Water
Various food grade dyes and industrial grade pigments

Boiling Point:	N/A
Vapor Pressure (MM HG):	N/A
Vapor Density (Air=1):	N/A
Pour Point:	Approximately 7 C (45 F)
Specific Gravity:	1.07 - 1.14
Evaporation Rate:	N/A (H ₂ O=1) (BUTYL ACETATE=1)
Solubility (H ₂ O):	Appreciable (More than 10%)
Appearance & odor:	Colored, liquid-filled capsule.

% Volatiles by volume: ≤ 5%

Fire & Explosion Hazard Data

Flash Point (Open Cup) N/A NFPA 704M Rating: 0-0-0
Flammable Limits: Upper: N/A % Lower: N/A %
Fire Extinguishing Media: Use extinguishing media appropriate for surrounding fire.
Special Fire-Fighting Procedures: Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face-piece operated in positive pressure mode.
Toxic Gases Produced: Carbon Monoxide, Carbon Dioxide

Health Hazard Data

Toxicity: No known toxicity.
Carcinogenicity: NTP: No IARC: No Z List: No OSHA Reg: No
Effects Of Overexposure: Contact can cause eye irritation.
Target Organs: None identified.
Medical Conditions Generally Aggravated By Exposure: Damaged skin.
Routes Of Entry: Ingestion, eye contact.

Emergency And First Aid Procedures:

Ingestion: If swallowed and the person is conscious, immediately give large amounts of water. Get medical attention.



Eye Contact: Immediately flush with plenty of water for at least 15 minutes. Get medical attention.

Skin Contact: Wash with plenty of soap and water.

Reactivity Data

Stability: Stable

Hazardous Polymerization: Will not occur

Conditions To Avoid: Heat, flame

Decomposition Products: Carbon Monoxide, Carbon Dioxide

Incompatibles: Strong oxidizing agents, polymerization catalysts and accelerators, strong bases, strong acids.

Spill & Disposal Procedures

Steps to be taken in the event of a spill or discharge: Wear suitable protective clothing. Carefully sweep up and remove.

Disposal Procedure: Dispose in accordance with all applicable federal, state, and local environmental regulations.

Protective Equipment

Ventilation: Use adequate general or local exhaust.

Respiratory Protection: None required where adequate ventilation conditions exist.

Eye/Skin Protection: Safety glassed with side-shields.

Storage & Handling Precautions

Special Precautions: Store in cool, dry, well-ventilated area in original sealed containers. Isolate from incompatible materials.

Transportation Data & Additional Information

Domestic (D.O.T.)

Proper Shipping Name: Paintballs, N.O.S. (Non-Regulated)



Notice: Severe Paintball provides the information contained herein in good faith but makes no representation as to its comprehensiveness or accuracy. A properly trained person using this product intends this document only as a guide to the appropriate precautionary handling of the material. Individuals receiving the information must exercise their independent judgment in determining its appropriateness for a particular purpose. Severe Paintball makes no representations or warranties, either express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose with respect to the information set forth herein or the product to which the information refers. Accordingly, Severe Paintball will not be responsible for damages resulting from use or reliance upon this information.

MATERIAL SAFETY DATA SHEET

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME : WASHABLE PAINTBALL
 IDENTIFICATION NUMBER : E&I 27 P
 PRODUCT USE/CLASS : Marking Pellets for Sport

DATE PRINTED: 12/06/05

SUPPLIER:
 Nelson Technologies, Inc
 PO Box 2040
 Kingsford, MI 49802-2040

MANUFACTURER:
 Nelson Technologies, Inc
 PO Box 2040
 Kingsford, MI 49802-2040

EMERGENCY TELEPHONE : 800-255-3924
 CHEMTEL : 24 hours

EMERGENCY TELEPHONE : 800-255-3924
 CHEMTEL : 24 hours

PREPARER: Jim Smeberg, PHONE: 906-774-5566, PREPARE DATE: 12/6/05

SECTION II - COMPOSITION / INFORMATION ON INGREDIENTS

CHEMICAL NAME	CAS NUMBER	WT. PERCENT IS LESS THAN	OCCUPATIONAL EXPOSURE LIMITS			
			TLV-TWA	TLV-STEL	PEL-TWA	PEL-CEILING SKIN

No Hazardous Materials are Contained in this Product

(See Section XI for abbreviation legend)

SECTION III - PHYSICAL DATA

BOILING RANGE :	N.A.	VAPOR DENSITY :	Is lighter than air
ODOR :	Slight	SPECIFIC GRAVITY :	0.950
APPEARANCE :	Colored pellet	EVAPORATION RATE :	Is slower than Butyl Acetate
SOLUBILITY IN H2O :	Partial	VOLATILE BY VOLUME:	0.0 %
VOLATILE BY WEIGHT :	0.0 %	VOCS, grams/ltr :	0
VOCS, lbs/gal :	0.00		

(See Section XI for abbreviation legend)

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT : N.A.

LOWER EXPLOSIVE LIMIT : N.A.
 UPPER EXPLOSIVE LIMIT : N.A.

EXTINGUISHING MEDIA: CO2 DRY CHEMICAL FOAM WATER FOG

UNUSUAL FIRE AND EXPLOSION HAZARDS: None known.

SPECIAL FIREFIGHTING PROCEDURES: As in any fire, wear self-contained breathing apparatus pressure-demand (MSHA/NIOSH approved or equivalent) and full protective gear.

SECTION V - HEALTH HAZARD DATA

EFFECTS OF OVEREXPOSURE - EYE CONTACT: Essentially nonirritating to eyes.

EFFECTS OF OVEREXPOSURE - SKIN CONTACT: Essentially nonirritating to skin.

EFFECTS OF OVEREXPOSURE - INHALATION: Vapors are unlikely, due to physical properties.

EFFECTS OF OVEREXPOSURE - INGESTION: No hazard in normal industrial use.

EFFECTS OF OVEREXPOSURE - CHRONIC HAZARDS: Based on available data, repeated exposures are not anticipated to cause any significant adverse effects.

FIRST AID - EYE CONTACT: Flush eyes thoroughly with water for 15 minutes. Get immediate medical attention.

FIRST AID - SKIN CONTACT: Wash skin with soap and water. If irritation develops, get medical attention.

FIRST AID - INHALATION: N.A.

FIRST AID - INGESTION: Induce vomiting if large amounts are ingested. Consult medical personnel.

PRIMARY ROUTE(S) OF ENTRY: EYE CONTACT

SECTION VI - REACTIVITY DATA

HAZARDOUS DECOMPOSITION PRODUCTS: Thermal decomposition may yield carbon dioxide and/or carbon monoxide.

CONDITIONS TO AVOID: Avoid storage in high humidity or temperatures above 80 Deg. F or below 40 Deg. F

INCOMPATIBILITY: Avoid contact with: strong oxidizing agents.

HAZARDOUS POLYMERIZATION: Will not occur under normal conditions.

STABILITY: This product is stable under normal storage conditions.

SECTION VII - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Spills should be contained and placed in suitable containers for disposal in accordance with Federal and State Laws.

WASTE DISPOSAL METHOD: Dispose of in accordance with all local, state and federal regulations.

SECTION VIII - SAFE HANDLING AND USE INFORMATION

RESPIRATORY PROTECTION: None needed.

VENTILATION: Use good general ventilation.

SKIN PROTECTION: None needed.

EYE PROTECTION: Impact resistant Safety goggles that will withstand a paintball impact at 325 feet per second are required.

OTHER PROTECTIVE EQUIPMENT: Protective head gear is required! Eyes, ears, and head in general must be protected from impact!

HYGENIC PRACTICES: Wash hands before eating or smoking. Liquid is removed with warm water and soap.

SECTION IX - SPECIAL PRECAUTIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: Store away from incompatible substances. Keep from freezing. Keep container closed when not in use. Recommended storage conditions are 55 to 75 Deg. Fahrenheit and relative humidity of 30% to 50%.

OTHER PRECAUTIONS: Keep away from children! Do not take internally. Washable Paintballs are not toxic, however ingestion may cause diarrhea. Do not aim or shoot pellets towards the head or neck of persons or animals.

SECTION X - HMIS RATINGS

HMIS RATINGS - HEALTH: 1 FLAMMABILITY: 1 REACTIVITY: 0

SECTION XI - OTHER REGULATIONS

SARA SECTION 313: This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:

CHEMICAL NAME	CAS NUMBER	WT/WT % IS LESS THAN
No SARA Section 313 components exist in this product.		

PREVIOUS MSDS REVISION DATE: 05/21/02

LEGEND : N.A. - Not Applicable, N.E. - Not Established
N.D. - Not Determined

DISCLAIMER

Nelson Technologies, Inc. (NTI) expressly disclaims all expressed or implied warranties of merchantability and fitness for a particular purpose, with respect to the product or information provided herein. All information appearing herein is based upon data obtained from the manufacturer and/or recognized technical sources. While the information is believed to be accurate, NTI makes no representations as to its accuracy or sufficiency. Conditions of use are beyond NTI's control and therefore users are responsible to verify this data under their own operating conditions to determine whether the product is suitable for their particular purposes and they assume all risks of their use, handling, and disposal of the product, or from the publication or use of, or reliance upon, information contained herein. This information relates only to the product designated herein, and does not relate to its use in combination with any other material or in any other process.

(END OF MSDS)

Liquid Carbon Dioxide

PRODUCT: LIQUID CARBON DIOXIDE MSDS NR: 305-00-0006 BOC VERSION: 1.03 DATE: 02/05/2004 PAGE: 1/1

1 IDENTIFICATION OF THE SUBSTANCE/
PREPARATION AND OF THE COMPANY

Product name	Liquid Carbon Dioxide
Chemical formula	CO ₂
Company identification	see heading and/or footer
Emergency phone Nos	see heading and/or footer

2 COMPOSITION/INFORMATION ON
INGREDIENTS

Substance/ Preparation	Substance
Components/ Impurities	Contains no other components or impurities which will influence the classification of the product.
CAS Nr	124-38-9
EEC Nr (from EINECS)	204-696-9

3 HAZARDS IDENTIFICATION

Hazards identification	Refrigerated liquefied gas. Contact with product may cause cold burns or frostbite. In high concentrations may cause asphyxiation.
------------------------	---

4 FIRST AID MEASURES

Inhalation	Low concentrations of CO ₂ cause increased respiration and headache. In high concentrations may cause asphyxiation. Symptoms may include loss of mobility/ consciousness. Victim may not be aware of asphyxiation. Remove victim to uncontaminated area wearing self-contained breathing apparatus. Keep victim warm and rested. Call a doctor. Apply artificial respiration if breathing stopped.
Skin/eye contact	Immediately flush eyes thoroughly with water for at least 15 minutes. In case of frostbite spray with water for at least 15 minutes. Apply a sterile dressing. Obtain medical assistance.
Ingestion	Ingestion is not considered a potential route of exposure.

5 FIRE FIGHTING MEASURES

Specific hazards	Exposure to fire may cause containers to rupture/explode. Non flammable.
Hazardous combustion products	None.
Suitable extinguishing media	All known extinguishants can be used.
Specific methods	If possible, stop flow of product. Move away from the container and

6 ACCIDENTAL RELEASE MEASURES

Personal precautions	Evacuate area. Use protective clothing. Wear self-contained breathing apparatus when entering area unless atmosphere is proved to be safe. Ensure adequate air ventilation.
Environmental precautions	Try to stop release. Prevent from entering sewers, basements and workpits, or any place where its accumulation can be dangerous.
Clean up methods	Ventilate area.

7 HANDLING AND STORAGE

Handling and storage	Suck back of water into the container must be prevented. Do not allow backfeed into the container. Use only properly specified equipment which is suitable for this product, its supply pressure and temperature. Contact your gas supplier if in doubt. Refer to supplier's container handling instructions. Keep container below 50°C in a well ventilated place.
----------------------	---

8 EXPOSURE CONTROLS/PERSONAL
PROTECTION

Exposure limit value	UK: STEL: 1500ppm; LTEL: 5000ppm (EH40/2002)
Personal protection	Ensure adequate ventilation. Protect eyes, face and skin from liquid splashes.

9 PHYSICAL AND CHEMICAL PROPERTIES

Molecular weight	44
Melting point	-56.6°C
Boiling point	-78.5(p)°C
Critical temperature	30°C
Relative density, gas	1.52 (air=1)
Relative density, liquid	1.03 (water=1)
Vapour Pressure 20°C	57.3 bar
Solubility mg/l water	2000 mg/l
Appearance/Colour	Colourless liquid
Odour	No odour warning properties.
Other data	Gas/vapour heavier than air. May accumulate in confined spaces, particularly at or below ground level.

10 STABILITY AND REACTIVITY

Stability and reactivity	Stable under normal conditions. Liquid spillages can cause embrittlement of structural materials.
--------------------------	---

11 TOXICOLOGICAL INFORMATION

**SAFETY
DATA
SHEET**

12 ECOLOGICAL INFORMATION

General When discharged in large quantities may contribute to the greenhouse effect. Can cause frost damage to vegetation.

13 DISPOSAL CONSIDERATIONS

General Do not discharge into any place where its accumulation could be dangerous.
Discharge to atmosphere in large quantities should be avoided.
Contact supplier if guidance is required.

14 TRANSPORT INFORMATION

Proper Shipping Name Carbon Dioxide, Refrigerated Liquid
UN Nr 2187
Class/Div 2.2
ADR/RID Classification Code 3A
ADR/RID Hazard Nr 22
Labelling ADR Label 2.2: non flammable non toxic gas.
Other transport information Avoid transport on vehicles where the load space is not separated from the driver's compartment.
Ensure vehicle driver is aware of the potential hazards of the load and knows what to do in the event of an accident or an emergency.
Before transporting product containers ensure that they are firmly secured and:
- there is adequate ventilation
- compliance with applicable regulations.

15 REGULATORY INFORMATION

Number in Annex I of Dir 67/548 Not included in Annex I.
EC Classification Not classified as dangerous substance.
Labelling of cylinders - Symbols Label 2.2: non flammable non toxic gas.

16 OTHER INFORMATION

Ensure all national/local regulations are observed.
Asphyxiant in high concentrations.
Keep container in well ventilated place.
Do not breathe the gas.
Contact with liquid may cause cold burns/frostbite.
The hazard of asphyxiation is often overlooked and must be stressed during operator training.
Users of breathing apparatus must be trained.
This Safety Data Sheet has been established in accordance with the applicable European Directives and applies to all countries that have translated the Directives in their national laws.
Before using this product in any new process or experiment, a thorough material compatibility and safety study should be carried out.
Advise the CO₂ supplier of any change of use which could introduce a risk of backfeed into the storage container.
Details given in this document are believed to be correct at the time of going to press. Whilst proper care has been taken in the preparation of this document, no liability for injury or damage resulting from its use can be accepted.

Product Specification
Carbon Dioxide 99.9 %w/v
Moisture 20
Oxygen 30
Carbon Monoxide 10
Residual Gases 0.025 %w/v
NOx (each) 1.5
Ammonia 2.5
Total HCs (as methane) 50
Total sulphur (as S) 0.5 ppm
Oil 2 ppm w/v

Note (1) All figures are expressed in parts per million (ppm) by volume unless otherwise stated



A member of The BOC Group
The stripe symbol and the word BOC are BOC Group trademarks.
© The BOC Group 2004

For product and safety enquiries please phone

**In the United Kingdom:
0800 111 333**

**In the Republic of Ireland:
1850 333 435**

Open Hours and Days of Operation

*This schedule is made out for the entire year and includes some special events
As the year's plan becomes more detailed, we will be adding league nights (summer season),
local tournaments, Charity events, and two Paintball Paloozas*

Closed for Easter, Thanksgiving, and Christmas

Saturday and Sunday 9AM to 4PM

Closed most weekdays except for school vacations and some holidays



Maintenance and Clean Up

Attached is the maintenance schedule we use for our store. We have found that to maintain the store the way we would like it was important to create this calendar. It is made a year in advance and has such items as reminders to change the answering machine message for holidays to servicing our compressor. We would create such a calendar for the field as well.

Paintballs are environmentally safe and biodegradable and will be disposed of in our weekly trash pick up. We have attached MSDS for two major paintball companies as well as the MSDS for Co2.



March 2007

 Work
 Home

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2	3
					Construction	Construction	Construction
					4	5	6
					Construction	Construction	Construction
					7	8	9
					Construction	Construction	Construction
					10	11	12
					Construction	Construction	Construction
					13	14	15
					Construction	Construction	Construction
					16	17	18
					Construction	Construction	Construction
					19	20	21
					Construction	Construction	Construction
					22	23	24
					Construction	Construction	Construction
					25	26	27
					Construction	Construction	Construction
					28	29	30
					Construction	Construction	Construction
					31		
					Construction		

February 2007							March 2007							April 2007						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
							1	2	3	4	5	6	7	8	9	10	11	12	13	14
							11	12	13	14	15	16	17	18	19	20	21	22	23	24
							25	26	27	28	29	30	31							

April 2007

■ Work
■ Home

March 2007							April 2007							May 2007						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
				4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
				7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
				10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
				13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
				16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Work on floor plan for year	2 Construction	3 Construction	4 Construction	5 Construction	6 Construction	7 Construction
8 Closed Easter Day	9 Construction	10 Construction	11 Construction	12 Construction	13 Construction	14 Construction
15 Work on floor plan for year	16 Construction	17 Construction	18 Construction	19 Construction	20 Construction	21 Construction
22 Construction	23 Construction	24 Construction	25 Construction	26 Construction	27 Construction	28 Construction
29 Construction	30 Construction					

May 2007

■ Work
■ Home

April 2007							May 2007							June 2007						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
29	30						1	2	3	4	5	6	7	8	9	10	11	12	13	14

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6 General Evening Study to 8 PM	7	8	9	10	11 Study on Friday Study to 8 PM	5 General Evening Study to 8 PM
13 General Evening Study to 8 PM	14	15	16	17	18 Study on Friday Study to 8 PM	19
20 General Evening Study to 8 PM	21	22	23	24	25 Study on Friday Study to 8 PM	26
27 Study on the 7 PM to 8 PM	28 General Evening Study to 8 PM	29	30	31		

June 2007

■ Work
■ Home

May 2007							June 2007							July 2007						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3 *Holidays: Day, 2007-2008	4	5	6	7	8 *Holidays: Day, 2007-2008	9 *Holidays: Day, 2007-2008
10 *Holidays: Day, 2007-2008	11	12	13	14	15 *Holidays: Day, 2007-2008	16 *Holidays: Day, 2007-2008
17 *Holidays: Day, 2007-2008	18	19	20	21	22 *Holidays: Day, 2007-2008	23 *Holidays: Day, 2007-2008
24 *Holidays: Day, 2007-2008	25	26	27	28	29 *Holidays: Day, 2007-2008	30 *Holidays: Day, 2007-2008

July 2007

■ Work
■ Home

June 2007
 S M T W T F S
 1 4 5 6 7 8 9
 10 11 12 13 14 15 16
 17 18 19 20 21 22 23
 24 25 26 27 28 29 30

July 2007
 S M T W T F S
 1 2 3 4 5 6 7
 8 9 10 11 12 13 14
 15 16 17 18 19 20 21
 22 23 24 25 26 27 28
 29 30 31

August 2007
 S M T W T F S
 1 2 3 4
 5 6 7 8 9 10 11
 12 13 14 15 16 17 18
 19 20 21 22 23 24 25
 26 27 28 29 30 31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Wednesday, August 1st, 2007 Home	2	3	4 Wednesday, August 1st, 2007 Home	5	6 Wednesday, August 1st, 2007 Home	7 Wednesday, August 1st, 2007 Home
8 Wednesday, August 1st, 2007 Home	9	10	11	12	13 Wednesday, August 1st, 2007 Home	14 Wednesday, August 1st, 2007 Home
15 Wednesday, August 1st, 2007 Home	16	17	18	19	20 Wednesday, August 1st, 2007 Home	21 Wednesday, August 1st, 2007 Home
22 Wednesday, August 1st, 2007 Home	23	24	25	26	27 Wednesday, August 1st, 2007 Home	28 Wednesday, August 1st, 2007 Home
29 Wednesday, August 1st, 2007 Home	30	31				

August 2007

■ Work
■ Home

July 2007							August 2007							September 2007						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5 <small>Work on Day, 9AM to 4PM</small>	6	7	8	9	10 <small>Work on Day, 9AM to 4PM</small>	11 <small>Work on Day, 9AM to 4PM</small>
12 <small>Work on Day, 9AM to 4PM</small>	13	14	15	16	17 <small>Work on Day, 9AM to 4PM</small>	18 <small>Work on Day, 9AM to 4PM</small>
19 <small>Work on Day, 9AM to 4PM</small>	20	21	22	23	24 <small>Work on Day, 9AM to 4PM</small>	25 <small>Work on Day, 9AM to 4PM</small>
26 <small>Work on Day, 9AM to 4PM</small>	27	28	29	30	31	

September 2007

■ Work
■ Home

August 2007
 S M T W T F S
 1 2 3 4
 5 6 7 8 9 10 11
 12 13 14 15 16 17 18
 19 20 21 22 23 24 25
 26 27 28 29 30 31

September 2007
 S M T W T F S
 1 2 3 4 5 6
 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
 28 29 30 31

October 2007
 S M T W T F S
 1 2 3 4 5 6
 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
 28 29 30 31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2 with one day, 24th to 25th	3 with one day, 24th to 25th	4	5	6 with one day, 24th to 25th	7 with one day, 24th to 25th	8 with one day, 24th to 25th
9 with one day, 24th to 25th	10	11	12	13	14 with one day, 24th to 25th	15 with one day, 24th to 25th
16 with one day, 24th to 25th	17	18	19	20	21 with one day, 24th to 25th	22 with one day, 24th to 25th
23 with one day, 24th to 25th	24	25	26	27	28 with one day, 24th to 25th	29 with one day, 24th to 25th
30 with one day, 24th to 25th						

October 2007

■ Work
■ Home

September 2007					October 2007					November 2007											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
31																					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2007

■ Work
■ Home

October 2007
 S M T W T F S
 1 2 3 4 5 6
 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
 28 29 30 31

November 2007
 S M T W T F S
 1 2 3 4 5 6
 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
 28 29 30

December 2007
 S M T W T F S
 1 2 3 4 5 6 7 8
 9 10 11 12 13 14 15
 16 17 18 19 20 21 22
 23 24 25 26 27 28 29
 30 31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
4 Work	5	6	7	8	9 Work	10 Work
11 Work	12	13	14	15	16 Work	17 Work
18 Work	19	20	21	22 Work	23 Work	24 Work
25 Work	26	27	28	29	30	

December 2007

Work
Home

November 2007
S M T W T F S
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30

December 2007
S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

January 2008
S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2 Walk on Hwy 200 to Fall	3	4	5	6	7	8 Walk on Hwy 200 to Fall
9 Walk on Hwy 200 to Fall	10	11	12	13	14 Walk on Hwy 200 to Fall	15 Walk on Hwy 200 to Fall
16 Walk on Hwy 200 to Fall	17	18	19	20	21 Walk on Hwy 200 to Fall	22 Walk on Hwy 200 to Fall
23 Walk on Hwy 200 to Fall	24	25 Dinner at Vespene	26	27	28 Walk on Hwy 200 to Fall	29 Walk on Hwy 200 to Fall
30 Walk on Hwy 200 to Fall	31 Dinner at Vespene					

January 2007

■ Work
■ Home

December 2006							January 2007							February 2007						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1, 2	1, 2	3, 4, 5, 6, 7, 8, 9	10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31									

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 17, 2008

Council Adoption: 9/16/08

TO: MAYOR ALAN AUTRY

RECEIVED

Mayor Approval:

FROM: REBECCA E. KLISCH, CMC
City Clerk

REK

2008 SEP 19 PM 1:29

Mayor Veto:

Override Request:

CITY CLERK, FRESNO CA

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 9/16/08, Council took legislative action entitled **Award concession contract, Maximum Paintball, operation/maintnce of paintball facility at the Regional Sports Complex 11-acre flood basin**, Item No. 9:30 a.m. – B1, by the following vote:

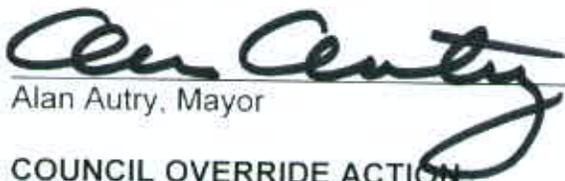
Ayes	:	Calhoun, Caprioglio, Dages, Duncan, Perea, Sterling, Xiong
Noes	:	None
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before September 29, 2008. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Alan Autry, Mayor

Date: 9/18/08

COUNCIL OVERRIDE ACTION.

Date: _____

Ayes	:	
Noes	:	
Absent	:	
Abstain	:	