

MEMORANDUM OF AGREEMENT

between

MARINE CORPS BASE
QUANTICO, VIRGINIA

and

QUANTICO SHOOTING CLUB
QUANTICO, VIRGINIA

1. PURPOSE

a. This Memorandum of Agreement (MOA) is between the Commander, Marine Corps Base Quantico (MCBQ) and the President, Quantico Shooting Club (QSC).

b. This MOA establishes the working arrangements, responsibilities, and support between MCBQ and the QSC for the conduct of competitive shooting matches and recreational firing.

2. TERMS

a. Although this MOA is a stand-alone document authorizing the QSC to operate aboard MCBQ, it is meant to complement a separate Naval Facilities Engineering Command (NAVFAC) real estate agreement that authorizes use of buildings and/or property aboard MCBQ. Should this MOA contain terms contradictory to that real estate agreement or contain lesser coverage than that in the NAVFAC real estate agreement, the NAVFAC real estate agreement terms prevail.

b. This MOA pertains to QSC members as described herein. The QSC shall not enter into any type of fee agreement or other arrangement that allows non-members or other organizations to use MCBQ facilities, nor can the QSC schedule any MCBQ facilities on behalf of other organizations or individuals. Violation of these terms will result in immediate termination of this MOA. For further details, see MCB Order 7010.1B, paragraph 7.

3. BACKGROUND

a. Since 1945, the QSC has maintained a close working relationship with MCBQ. The QSC sponsors safe, professionally run competitive shooting matches in both high power rifle and bull's eye pistol shooting.

b. The QSC's bylaws mandate that local (defined as residing within a 60-mile radius) military and Department of Defense (DoD) personnel must make up not less than 2/3 of the total QSC membership; non-DoD affiliated civilian membership cannot equal more than 1/3 of the total QSC membership.

4. RESPONSIBILITIES

a. UNDER THE TERMS OF THIS MOA, THE COMMANDER, MCBQ AGREES TO:

(1) Provide rifle and pistol ranges at Weapons Training Battalion (WTBn), when training schedules permit, for recreational and match shooting. Reimbursable cost will be at the MCBQ established rate in effect when the service is rendered as follows:

- a) A two-thirds reduction of the established rate for all other shooting activities, including recreational firing, due to the "value added" by the QSC for MCBQ and the local military and civilian community. This value added includes organizing and managing military and civilian recreational shooters, ensuring safe operations, and providing QSC benefits and services to Marines and their families at MCBQ.

(2) When training schedules permit, proctor the USMC Range Safety Course (Basic) test, certify completion of MCBQ requirements and verify the status of QSC members as Range Safety Officers (RSOs)

b. UNDER THE TERMS OF THIS MOA, AND IN CONSIDERATION FOR PARAGRAPH 3 ABOVE, THE PRESIDENT, QSC AGREES TO:

(1) Submit a request for use of WTBn ranges to Range Management Branch electronically via the Range Facility Management Support System (RFMSS), at least 30 days prior to each shooting event.

(2) QSC must provide the Range Safety Officer (RSO) and Officer in Charge (OIC) for range activities in the RFMSS request submitted for the range. QSC must ensure supervision and safe operation of recreational shooting in accordance with all Marine Corps and MCBQ regulations governing range safety.

a) QSC must provide a Range OIC for range activities located within the Calvin A. Lloyd Range Complex. The OIC must be located in the WTBn area to consist of: Ranges 1-5, the pistol ranges, the shotgun range, and R305. The use of Range 1 requires a separate OIC. QSC must provide a RSO for each occupied range.

b) QSC is responsible for providing a qualified Emergency Medical Technician (EMT) for range activities located within the Calvin A. Lloyd Range Complex. The EMT must be located in the WTBn area to consist of: Ranges 1-5, the pistol ranges, the shotgun range, and R305. All range activity must cease should the EMT be required to respond to an emergency or leave the complex.

c) QSC is responsible for providing a Safety Vehicle with a dedicated driver capable of transporting a casualty in the prone. The Safety Vehicle may be the Personally Owned Vehicle (POV) of a QSC member. All range activity must cease should the Safety Vehicle be required to respond to an emergency or leave the complex.

(3) QSC members must complete the USMC Range Safety Course (Basic) test and the MCBQ RSO/OIC Course and test in order to serve as an RSO on one of the ranges aboard the Calvin A. Lloyd Range Complex. The USMC Range Safety Course (Basic) test will be proctored by Range Management Branch during established working hours by appointment only. A study guide is available on the MCBQ website. The MCBQ RSO/OIC Course and test are available online on the MCBQ website. QSC RSO certifications are restricted to the WTBn ranges.

(4) Provide comprehensive RSO training to QSC members.

(5) Provide its own weapons, target materials, and ammunition requirements for all shooting events.

(6) Be logistically self-supporting.

(7) Upon completion of each shooting event, remove all equipment/materials brought to the site by the QSC, police the area for trash, and otherwise restore the area to its original condition.

(8) Be financially responsible for all reimbursable costs required to conduct recreational and match shooting events aboard MCBQ.

a) By 1 October of each year, provide the Budget Branch, Comptroller Division (C 064A), 3300 Russell Road, Quantico, Virginia 22134 with funding in the amount

sufficient to cover the estimated range usage fees (per Attachment I) for the upcoming fiscal year (1 October through 30 September).

- b) Reimburse MCBQ for any damage or loss to its facilities caused by negligence, willful misconduct, or fraud on the part of any members of the QSC or participants in QSC sponsored events.
- c) By 1 October of each year, provide the Range Management Branch with an annual schedule of all shooting events. New events may be added, if the training schedule permits, with a minimum of 30 days notice.

(9) Provide its own supervision for the safety and welfare of shooting participants. The QSC acknowledges that it has primary responsibility for controlling the behavior of its participants. Immediately report all range mishaps/accidents to Range Management Branch and the WTBn S-3/OOD after they occur. QSC will cooperate with any range mishap/accident investigation that occurs at any event.

(10) QSC must fully comply with all Marine Corps and MCBQ regulations governing range safety to include but not limited to: USMC Range Safety, MCBQ Range Regulations and MCBQ Range Standard Operating Procedures; QSC Standard Operating Procedures and Waiver of Liability requirements. Each QSC member's liability waiver must be updated yearly to correspond to the time when membership renewal occurs.

(11) Maintain certification as a private organization and fully comply with the requirements contained in MCB Order 7010.1B, *Private Organizations Aboard Marine Corps Base Quantico*. All necessary documents for annual re-certification must be submitted in order to maintain compliance.

(12) Bring no hazardous waste or materials aboard MCBQ.

(13) Coordinate any/all sale of food, whether through direct or indirect methods, with the Marine Corps Community Services (MCCS) Division contract specialist at (703) 784-5631. MCCS is the sole provider of all food requirements for any event held aboard MCBQ.

(14) Allow military members to shoot for a day recreationally for a nominal fee as QSC guests. This includes checking in at the Clubhouse on a regular QSC shooting day, showing military ID, filling out necessary forms and waivers, and, paying any required guest fees.

(15) Submit Letters of Instruction for each anticipated shooting match/competition other than recreational shooting. Letters of Instruction must be reviewed and approved by Range Management Branch prior to any range being approved for use in support of the event.

(16) Ensure each participant at all shooting events are authorized to possess and discharge firearms.

5. FACILITIES

The QSC uses buildings #27261 (Club House) and #27252, a gravel parking lot and an 8' X 20' Connex box used for storage of lawn equipment. Approximately 24 square feet of space in each of the following trap buildings for skeet storage: #27255, #27256, #27257, #27258, #27259, and approximately 300 square feet in Building #27245A. The QSC also utilizes an additional 36

square feet in building #27245A (Control Tower). In addition, the QSC uses the WTBn Learning Resource Center in building 27281 6-7 times per year for 3-5 hours at a time.

6. LIABILITY

a. Attachments II & III: Each participant will sign a Waiver of Liability form at the beginning of, and prior to, the commencement of any firing or training at each individual event. No one under the age of eighteen (18) will be permitted to participate unless a Waiver of Liability For Minors form has been signed by the participant's parent or guardian (Attachment III). No one under the age of twelve (12) may possess, operate, or discharge a firearm aboard MCBQ. The minor's parent or guardian must be present at all times when a minor is engaged in shooting and be physically close enough to said minor to be responsible for their actions. When all participants have signed their respective Waiver of Liability forms, the QSC representative will retain possession of those completed forms for inspection upon demand. The QSC representative will then execute the Agreement to Indemnify (Attachment IV).

b. Attachment IV: A QSC representative will sign the Agreement to Indemnify and present the original to Range Management Branch, the S-3 Officer, WTBn or an authorized representative prior to commencement of any firing or training at each individual event. The Agreement to Indemnify will act as, among other things, a certification that the QSC representative does have in his/her possession all participants' Waivers of Liability. If it is determined that an individual participant does not have an appropriately signed Waiver of Liability, that participant will not be allowed to engage in the event.

7. ADDITIONAL TERMS AND CONDITTONS

a. By signing this Agreement, the QSC acknowledges and understands that under Federal Law, active duty military personnel have priority for the use of facilities aboard MCBQ, and that upon request, the QSC must relinquish its use of the training areas. The QSC agrees to comply with all Marine Corps and MCBQ orders.

b. All laws, including traffic laws, are strictly enforced aboard MCBQ. Offenders without DoD affiliation will be processed by the U.S. Magistrate's Court in Alexandria, Virginia for all traffic and criminal offenses. Additionally, for serious traffic related offenses (i.e., driving while intoxicated, reckless driving, etc.) military or DoD affiliated persons will be processed by the U.S. Magistrate's Court.

c. All drivers and adult passengers are required to have in their possession valid photo identification (ID) issued by a state, federal, or foreign government to enter MCBQ. Proper photo ID includes but is not limited to an Armed Forces ID card, state driver's license, U.S. or foreign passport, or equivalent. Personnel without proper photo ID may be denied entry.

d. Weapons must be transported per MCB Order 8000.1 with change 1 (Attachment V).

e. There will be no alcohol permitted at the event sites. Tobacco products may not be consumed within buildings aboard MCBQ, nor on the firing line at recreational or match shooting events, or instructional training events. All tobacco product use will be policed appropriately so that there is no visible trash, cigarette butts, cigar butts, or chew residue.

f. QSC members and Guests are authorized to use McDonald's, Subway, and the 7 -Day Store for the purchase of snack foods and memorabilia type items only. Members and Guests are not authorized to use any other retail service operations aboard MCBQ such as the Marine Corps Exchange, the Commissary, the Gas Station, or Package Store.

g. No third party access to MCBQ is authorized under this agreement. All requests for third parties to conduct business or provide services aboard MCBQ will be submitted in accordance with MCB Order 7010.1B.

h. Neither party may change any term or provision of this MOA and the attachments without the written consent of the other party. All modifications will be in writing. Disputes regarding the terms and conditions of this MOA will be subject to resolution by the Commander, MCBQ.

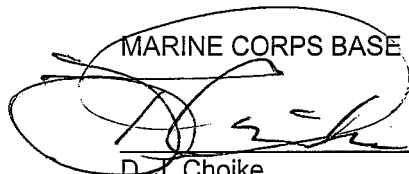
i. No party to this MOA shall hold the other liable in the event of a cancellation of shooting matches conducted under this MOA that is the result of unforeseen events beyond the control of either party. Such unforeseen events include, but are not limited to, severe weather, necessary training requirements, natural disaster, civil emergency or disaster, or the outbreak of war involving U.S. forces. In the event of such cancellation, the aggrieved party to this MOA shall have no recourse against the other party for any damages incurred.

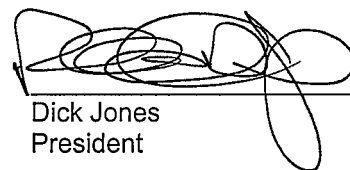
j. This MOA may be terminated, without notice, by the Commander, MCBQ or the QSC. The QSC shall have no legal or administrative cause of action or other recourse against MCBQ, the U.S. Government, or any agencies or departments of the U.S. Government for any damages caused as a result of termination.

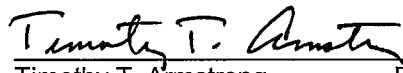
k. QSC Members, guests, or any other person or organization associated with the QSC are prohibited from engaging in commercial activities, including the sale or resale of goods, services without prior written approval of the Commander, MCBQ.

l. In addition to trash removal include disposal of sewage from outdoor toilet that resides near QSC clubhouse (may be one of the buildings on the license).

8. **EFFECTIVE DATE.** This MOA enters into effect upon the date of the final signature and shall remain in effect for up to four (4) years from the date signed. It is attested to by the undersigned who are empowered to exercise authority for their respective organizations.

MARINE CORPS BASE QUANTICO

D. J. Choike
Colonel, U.S. Marine Corps
Commander
11/18/10
Date

QUANTICO SHOOTING CLUB

Dick Jones
President
10/19/11
Date


Timothy T. Armstrong
Colonel, U.S. Marine Corps
Commanding Officer, WTBn
11-09-10
Date

Attachment I

MCBQ RANGE USAGE FEES TO BE PAID BY THE QSC TO THE U.S. GOVERNMENT

The range usage fee for QSC is \$131 per day.

The estimated number of range usage days is 103.

Mathematically illustrated Range Usage Annual Reimbursable Amount:
Range Usage Daily Fee \$131 x 103 days = \$13,493

Two thirds of the rate reduced for QSC value added = \$8,995.34

The estimated annual reimbursable amount is \$4,497.66

WAIVER OF LIABILITY
FOR TRAINING
aboard
MARINE CORPS BASE, QUANTICO, VIRGINIA

I am about to observe/participate in activities to be conducted under the direction of the
[name of organization]
hereinafter the "Organization", using various ranges and training areas aboard Marine Corps
Base (MCB), Quantico, Virginia.

The event(s), which I am about to observe/participate in will be held on or associated with MCB Quantico live-fire ranges and training areas. I understand the following **four** cautions with regard to these MCB Quantico live-fire ranges and training areas: **first**, all such live-fire ranges and training areas are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat; **second**, these live-fire ranges and training areas have been subject to countless live-fire training exercises and may well contain a variety of unexploded ordnance which, if triggered or encountered by me or during my physical presence on the live-fire ranges and training areas, could result in serious bodily injury or death; **third**, these live-fire ranges and training areas contain manmade or natural obstacles, some of which may be hidden, which could cause me to stumble, fall, and otherwise suffer serious bodily injury or death; **fourth**, live-fire range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident or death. **Finally**, the activities may involve use of live ammunition and weapons by both instructors and students, including me, who have varying levels of proficiency in the use of weapons and tactics. **I further understand** that this activity may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones; injuries accompanying physical contact with other participants, and the inherent dangers associated with environmental conditions. **Observation of and/or participation in this activity are inherently dangerous** and could result in property damage as well as serious bodily injury or death to me and to others.

Consent to Observe/Participate and Assumption of Risks:

As an observer/participant in the activities conducted under the direction of the Organization, I agree to obey *all directions and instructions* issued by the instructors and representatives of the host agency (USMC) for the protection of myself, the instructors, the other participants and any observers. I understand that failure to adhere to such directions may result in my immediate and complete removal from the Organization directed activities.

I understand that I may withdraw my consent to observe/participate in the Organization activities at any time by notifying any member of the instructor staff. I further understand that such withdrawal of consent after having given same will require my exclusion from any and all further Organization directed activities.

I understand that observation of/participation in this Organization directed activity is voluntary and that by undertaking this activity, I am assuming all of the risks attendant with observation of/participation in an inherently dangerous activity that could result in destruction of my personal property, as well as serious personal injury or death to me, instructors, other observers/participants in the activity.

Initials

Date

WAIVER OF LIABILITY
FOR TRAINING
aboard
MARINE CORPS BASE, QUANTICO, VIRGINIA

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I AM FULLY AWARE OF THE RISKS INVOLVED IN THIS ACTIVITY, AND THAT I VOLUNTARILY ACCEPT AND ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITIES.

I understand that should I decline to execute this Waiver of Liability, I will not be permitted to observe/participate in the Organization activities.

Printed Name of Observer/Participant

Phone Number

Signature of Observer/Participant

Date

WAIVER OF LIABILITY
FOR MINORS UNDER THE AGE OF 18
TRAINING ABOARD
MARINE CORPS BASE, QUANTICO, VIRGINIA

We hereby request that our child, _____, be permitted to take part in the [name of organization] _____, hereinafter the "Organization", sponsored activity to be held on Marine Corps Base (MCB), Quantico, Virginia. I understand that participation in this activity will involve access to Marine Corps training areas. I understand the following four cautions with regard to these MCB Quantico ranges and training areas: **first**, all such ranges and training areas are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat; **second**, these ranges and training areas have been subject to countless live fire exercises and may well contain a variety of unexploded ordnance which, if triggered by or during my child's presence on the ranges/training areas, could result in serious bodily injury or death to my child; **third**, these ranges and training areas contain manmade or natural obstacles, some of which may be hidden, which could cause my child to stumble, fall, and otherwise suffer serious bodily injury or death; **fourth**, range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and my child's exposure to serious bodily injury, sickness, accident or death. **Finally**, I understand that the activities may involve use of live ammunition and weapons by both instructors and students who have varying levels of proficiency in the use of weapons and tactics. **I further understand that this activity may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries accompanying physical contact with other participants, in addition to the inherent dangers associated with environmental conditions. Observation of and/or participation in this activity are inherently dangerous and could result in property damage as well as serious bodily injury or death to my child and to others.**

Nonetheless, and in spite of my full knowledge of the risks involved in the Organization Sponsored Activity, I EXPRESSLY AND KNOWINGLY, FREELY AND VOLUNTARILY, ACCEPT AND ASSUME ALL RISKS INVOLVED IN AND ASSOCIATED WITH ALL ASPECTS OF THE ORGANIZATION SPONSORED ACTIVITY. I EXPRESSLY AND KNOWINGLY FREELY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS I/MY CHILD MAY HAVE TO RECOVER FOR ANY INJURY MY CHILD SUSTAINS, OR FOR THE DEATH OF MY CHILD, AND I AGREE TO HOLD HARMLESS THE UNITED STATES GOVERNMENT, THE DEPARTMENT OF DEFENSE, THE DEPARTMENT OF THE NAVY, THE UNITED STATES MARINE CORPS, THE MARINE CORPS COMBAT DEVELOPMENT COMMAND, AND MARINE CORPS BASE QUANTICO.

Therefore, in consideration of the privilege to participate in the Organization sponsored activity, to be held aboard MCB Quantico, I, the undersigned person, do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with the Organization activity, or any use I may make of MCB Quantico, or government equipment or facilities in furtherance of my child's participation in the Organization sponsored activity, and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence, for damages, due to accident, injury, or death, resulting from my child's participation in the Organization sponsored activity for myself, my spouse, my parents or guardians, my heirs, executors, administrators, or legal representatives of my estate, or anyone else on my behalf, which I may have against any of the following: the United States of America, the Department of Defense, the

Initials

Date

WAIVER OF LIABILITY
FOR MINORS UNDER THE AGE OF 18
TRAINING ABOARD
MARINE CORPS BASE, QUANTICO, VIRGINIA

Department of the Navy, the United States Marine Corps, Marine Corps Combat Development Command, Marine Corps Base Quantico, or any and all individuals assigned to or employed by the United States, to include but be not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, or the Commander of Marine Corps Base Quantico, in their official and personal capacities, or any medical personnel assigned thereto, or their representatives, successors, or assigns. I understand that the above language means I have abandoned any rights I may have, or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the federal government for any injury my child may sustain because of participation in or attendance at the Organization sponsored activity that results in any damage whatsoever to my/my child's property or in the event of my child's death. By signing this document, I acknowledge that the federal government, or any agency or employee thereof, is not liable for any injury my child may sustain, to include death, as a result of my child's participation in the Organization sponsored activity. By signing this document, I effectively and completely assume all risk associated with the Organization sponsored activity. This document shall remain in effect and be held until notice of cancellation is received by the Commander, Marine Corps Base Quantico.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I AM FULLY AWARE OF THE RISKS INVOLVED IN THIS ACTIVITY, AND THAT I VOLUNTARILY ACCEPT AND ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITY.

Lastly, I understand that should I decline to execute this Waiver of Liability, my child will not be permitted to participate in the Organization sponsored activity to be held aboard MCB Quantico.

Printed Name of Mother/Father/Legal Guardian (circle one)

Signature of Parent/Legal Guardian

Date

On behalf of:

Printed Name of Minor Child

Date

Emergency Point of Contact

Phone Number

Health Insurance Coverage. Please initial the appropriate box:

_____ No, I do not have health insurance _____ Yes, I do have health insurance (continue below)

Name of Insurance Provider

Policy #

AGREEMENT TO INDEMNIFY
FOR TRAINING
aboard
MARINE CORPS BASE (MCB), QUANTICO, VIRGINIA

The signature at the bottom of this Agreement to Indemnify (i.e., not to sue for damages and reimburse the federal government for costs associated with a suit should anyone else so sue) is a certification by the authorized [name of organization], hereinafter the "Organization", official with authority to bind the Organization that every U.S. Government civilian employee observer/participant covered by this Agreement has signed a Waiver of Liability and that the Organization authorized representative has in his/her possession all individual U.S. Government civilian employee observer/participants' Waiver of Liability forms, available for inspection on demand. The Organization understands that there are inherent risks involved in one's participation in this activity using MCB Quantico ranges and training areas, and that injury could arise from, but is not limited to, physical contact with other participants or a weapon; accidental discharges, obstacles, both natural and man-made obstacles, camouflaged as well as visible, unexploded ordnances, and holes, ditches, trenches and other irregularities in terrain.

The Organization understands that by signing this Agreement, it expressly assumes any and all risks involved in the use of ranges and training areas located aboard MCB Quantico, including, but not limited to, any damage to property and death or injury caused to instructors, participants, or observers.

In consideration for the use of ranges and training areas by the Organization on this date of _____, the Organization agrees to seek the substitution of the United States as the sole proper party in any suit or action levied against the Department of Defense, the Department of the Navy, the United States Marine Corps, or any agents or instrumentalities thereof arising out of or in connection with training events offered by the Organization. More specifically, the Organization shall be the Organization responsible for handling claims for loss or damage to property of third persons or the injury or death of third persons if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 USC 2671-2680).

PLEASE PRINT CLEARLY

FOR THE:

Name of Organization

Name of Organization Official

Title

Phone Number

Signature of Organization Official

Date



UNITED STATES MARINE CORPS

MARINE CORPS BASE
QUANTICO, VIRGINIA 22134-5001

MCBO 8000.1
C 27
18 Aug 93

MARINE CORPS BASE ORDER 8000.1 w/ch1

From: Commanding General
To: Distribution List

Subj: PRIVATELY OWNED WEAPONS, AMMUNITION AND EXPLOSIVES

Ref: (a) U.S. Navy Regs, Article 1136
(b) UCMJ
(c) MCCDCO P11015.2C
(d) DoD 4160.21-M (NOTAL)
(e) MCO 8300.1C

1. Purpose. To publish instructions for the control of privately owned weapons, ammunition and explosives.
2. Cancellation. MCBO 8000.1A.
3. Summary of Revision. This revision contains a significant number of changes and should be reviewed in its entirety.
4. Information. Reference (a) prohibits the possession of any dangerous weapon, instrument, device or highly explosive article or compound on board any installation or vehicle under naval jurisdiction, except when necessary for the proper performance of duty or when authorized by proper authority.
5. Policy. The prohibitions contained in this Order are applicable to all personnel. Military personnel who violate the provisions of this Order are subject to prosecution under Article 92 of reference (b). Civilian violators are subject to administrative action and/or prosecution by appropriate Commonwealth or Federal authorities.
6. Prohibited Activities. The following activities are prohibited:
 - a. Introducing, possessing and/or using fireworks prohibited by the laws of the Commonwealth of Virginia (firecrackers, Roman candles, sky rockets, etc.), and pyrotechnics or explosives of any type other than reloading components, and those issued in connection with military duties.
 - b. Possessing and/or using by minors (17 years or younger) of air rifles, pellet or BB guns, firearms, bows and arrows, slingshots, or any weapon capable of causing death or serious injury, except when under the direct supervision of an adult.

ATTACHMENT: y

MCBO 8000.1

18 Aug 93

c. The introduction, manufacture, sale importation, loan., giving or unlawful possession of any instrument or weapon capable of inflicting bodily injury, such as but not limited to items of any kind commonly known as a black jack, billy club, metal knuckles, nunchaku, throwing star, throwing knife, butterfly knife, spring-loaded (switchblade) or gravity-fed knife, straight razor, or illegally modified firearm is prohibited except for the following:

(1) The lawful possession of a police baton by law enforcement and security personnel, acting within the scope of their duties.

(2) Nonfolding sheath knives when individuals are engaged in hunting, fishing, camping or the performance of their assigned duties.

(3) Nunchaku, throwing stars and all other martial arts equipment when used in organized classes conducted by certified/authorized martial arts instructors.

d. Possession of a loaded firearm except when ready to fire on an approved range or within a designated hunting area (not applicable to law enforcement and security personnel when in the execution of their duties.)

e. The carrying or transportation of concealed weapons on the person or in a vehicle, except when authorized in the performance of official duties.

f. Transporting privately owned firearms and/or ammunition aboard the Command in any manner other than the following:

(1) Weapons will be unloaded and carried in the trunk of the vehicle. In vehicles without a trunk, firearms will be encased in a carrying case, and placed as far away from vehicle occupants as the configuration permits. If transporting weapons and ammunition while operating a motorcycle, the weapon must be cased and may not be carried on the person in a holster. Use of saddle bags, back pack or some other type of carrying device is allowed.

(2) Ammunition will be separated to the greatest extent possible from the weapon and the appropriate magazine. Ammunition must not be inserted into a magazine.

g. Possessing weapons in any vehicle, or on any person except for the following:

(1) Military personnel and civilian law enforcement authorities in the execution of their duties.

(2) Members of bona fide rifle and pistol teams. Weapons must be secured in gun boxes or cases.

(3) Personnel proceeding to or from authorized recreational weapons practice and hunting activities.

18 Aug 93

(4) Personnel proceeding directly to or from the authorized place of storage of the weapon aboard this Command and a location off the Command.

(5) Individuals with written permission from the Provost Marshal.

h. Hunters will comply with the provisions of reference (c).

7. Safeguarding, Registration and Control

a. Individuals residing aboard the base will register all firearms, bows, crossbows, BB and pellet guns with the Provost Marshal (Vehicle Registration Office, Building 2043) within three working days of initially bringing the weapon(s) on base. Installation residents will store their legally owned, private firearms and ammunition per the following.

(1) Sergeants (E-5) and below who reside in the bachelor enlisted quarters (BEQ) will store these items in their organizational armory or off the installation.

(2) Officers and staff noncommissioned officers may store these items in their bachelor officer quarters (BOQ)/BEQ rooms provided the arms are properly secured inside a locked gun safe or strongbox.

(3) Occupants of base housing may store these items inside their quarters provided that:

(a) A device such as a trigger lock, gun safe, or strongbox, is used to secure each firearm.

(b) Under no circumstance will any firearm be accessible to children, without close parental supervision.

b. Individuals not residing aboard the base are exempt from the registration requirement. Such persons may transport their privately owned firearms aboard the base only for the purpose of proceeding to or from any authorized hunting and/or recreational activities and only in compliance with paragraph 6f of this Order.

c. Military police will seize all weapons found to be in violation of this Order. Weapons seized in conjunction with criminal activity will be held as evidence until advised by the Military Justice Officer or Special Assistant U.S. Attorney at which time they will be disposed of per appropriate orders. Weapons seized in other circumstances not related to criminal activity will be held until properly registered then returned to the owner. In circumstances where disposal of the weapon is deemed appropriate, an informal hearing will be held by the Command Inspector to afford the owner the opportunity to appeal the disposal action.

MCBO 8000.1

18 Aug 93

d. When a prohibited weapon is found aboard the base, it will be confiscated and action referred to the appropriate commanding officer for adjudication. Upon completion of any legal proceeding, the item will be disposed of per reference (d).

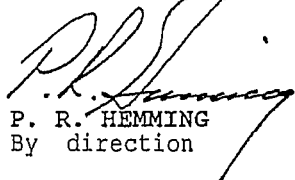
8. Action

a. Provost Marshal

- (1) Register/de-register privately owned weapons.
- (2) Conduct a local records check of all personnel registering privately owned weapons.
- (3) Enforce provisions of this Order as they apply to introducing, possessing, registering, storing, transporting, and using weapons.
- (4) Investigate, process, and report all incidents in violation of this Order.

b. Commanding Officers

- (1) Ensure all newly assigned personnel are informed of the provisions of this Order during initial orientation, and as often thereafter as deemed necessary.
- (2) Provide storage within unit armories for personal weapons that are registered with the Provost Marshal.
- (3) Ensure that personal weapons stored in the unit's armory are stored in locked containers, separate from military weapons and ammunition, and inventoried per reference (e).
- (4) Ensure personal weapons and ammunition are permanently withdrawn from the armory only after written approval of the commanding officer or authorized representative.
- (5) Notify the Provost Marshal when personal weapons stored in unit armories are withdrawn due to permanent change of station orders, occupancy of family housing, or the weapon is sold or otherwise permanently removed from the Command.


P. R. HEMMING
By direction

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UNITED STATES MARINE CORPS

MARINE CORPS BASE
QUANTICO, VIRGINIA 22134-5001

MCBO 8000.1 Ch 1

B 27

8 MAR 1998

MARINE CORPS BASE ORDER 8000.1 Ch 1

From: Commanding General
To: Distribution List

Subj: PRIVATELY OWNED WEAPONS, AMMUNITION AND EXPLOSIVES

1. Purpose. To direct a pen change to the basic Order.

2. Action

a. Page 2, paragraph 6f, line 1, add "and/or ammunition" after firearms.

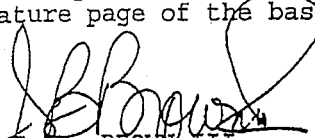
b. Page 2, subparagraph 6f(1), make the following changes:

(1) Line 1, replace "They" with "Weapons."

(2) Add "If transporting weapons and ammunition while operating a motorcycle, the weapon must be cased and may not be carried on the person in a holster. Use of saddle bags, back pack or some other type of carrying device is allowed." after permits.

c. Delete subparagraph 6f(2) and replace with "Ammunition will be separated to the greatest extent possible from the weapon and the appropriate magazine. Ammunition must not be inserted into a magazine."

3. Filing Instructions. This Change transmittal will be filed immediately following the signature page of the basic Order.


S. B. BROWN III
Chief of Staff

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