THIS SERVICE AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_  
  
**BETWEEN:**

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| --- |
| Greenfield Indiana Police Department  116 S. Street, Greenfield, IN 46140 (the "Customer")  **- AND -** Certified Firearms Solutions of  3129 East 200 North, Lafayette, Indiana, 47905 (the "Service Provider") |

**Service Agreement**

**BACKGROUND:**

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Engagement**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of the destruction of firearms specified by the Customer, and such other services as the Customer and the Service Provider may agree upon from time to time. All firearms will be destroyed and rendered permanently inoperable by the Service Provider. The Service Provider hereby agrees to provide the Services to the Customer.  
     
   **Term of Agreement**
2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until completion of the Services.  
     
   **Performance**
3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.  
     
   **Compensation**
4. Certified Firearms Solutions "Service Provider" will reimburse the Customer in the following manner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  The following amount will be paid to the Customer for the residual parts and scrap that result from the firearms destruction process performed by the Service Provider. $\_\_10.00\_\_ per destroyed firearm\_\_\_\_\_\_

**Assignment**

1. This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.  
     
   **Capacity/Independent Contractor**
2. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.  
     
   **Modification of Agreement**
3. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.  
     
   **Time of the Essence**
4. Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.  
     
   **Entire Agreement**
5. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.  
     
   **Severability**
6. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Additional Clauses**

1. Certified Firearms Solutions agrees to indemnify and hold harmless the Customer from any and all liability that may result from the destruction process and the disposal of the residual parts. The residual parts will become the property of Certified Firearms Solutions.   
     
   **Currency**
2. Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.  
     
   **Governing Law**
3. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**IN WITNESS WHEREOF** the parties have duly executed this Service Agreement this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_.

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