



*City of South Salt Lake
220 E. Morris Ave., Suite 200
South Salt Lake City, Utah 84115
Phone: (801) 483-6000*

AGREEMENT TRADE-IN OF CONFISCATED OR USED FIREARMS

ON this ____ day of _____, 2015, this Agreement (“Agreement”) is entered into between the City of South Salt Lake (“CITY”), a Utah municipal corporation, and Shooters World Management, LLC (“CONTRACTOR”), an Arizona domestic corporation, regarding the trade-in of confiscated or used firearms from the CITY to the CONTRACTOR (the “Product”). CITY and CONTRACTOR agree as follows:

1. EXHIBITS ADOPTED INTO AGREEMENT.

The Parties adopt and incorporate into this Agreement a letter, prepared by CONTRACTOR, a copy of which is attached as “Addendum A.”

2. TRADE-IN OF PRODUCT.

CITY, at irregular intervals, may present lists of firearms which have been confiscated, abandoned, or used by the City, for trade-in. The list shall include the make, model, caliber and serial number of the firearm. Upon receipt of the list, CONTRACTOR shall prepare a minimum quote for firearms which it is interested in acquiring. Upon viewing the items, the quote may be adjusted upward. The transaction shall not commence until both parties have agreed on a value for the trade-in products. The parties understand that this is not an exclusive agreement, and CITY may dispose of such products in any way it chooses. Neither is there a specific expectation of a certain volume of product from CITY. Trade-ins will be requested by CITY on an “as-needed” basis.

3. DELIVERY.

CONTRACTOR is responsible for all transportation of firearms from CITY to their store location.

4. CREDIT OR PAYMENT.

CONTRACTOR may provide direct payment for the items or provide credit for purchase of CONTRACTOR’s merchandise for CITY, at CITY’s sole option.

5. PURCHASE OF PRODUCTS USING CREDITS.

In the event CITY requests credit for trade-ins, CONTRACTOR shall provide credit toward the purchase of equipment or firearms for the use of CITY at wholesale prices. CITY shall designate one or more individuals as authorized users of CITY’s credit with CONTRACTOR. If no individual is designated, or those designated are no longer employees of CITY, the acting CITY Police Chief and Deputy Chief are designated as authorized purchasers. CONTRACTOR shall ensure that credit receipts and balances are produced during the transaction and provided to CITY.

6. PRODUCT QUALITY.

CITY offers and provides products for trade-in AS IS, and does not make any representations or warranties regarding the items’ merchantability or fitness. Any firearm which has been transferred

to CONTRACTOR, which firearm is considered “restricted” or illegal to own under Federal law will be destroyed by CONTRACTOR at CONTRACTOR’s expense.

7. CITY REPRESENTATIVE.

Invoices and notices to the City shall be submitted to:

South Salt Lake City Police Department
c/o Chief of Police
2600 S. Main St.
South Salt Lake City, Utah 84115

With a courtesy copy of all Notices required under this Agreement to:

City Attorney
220 E. Morris Ave., Suite 200
South Salt Lake City, Utah 84115

8. CONTRACTOR REPRESENTATIVE.

Notices to the CONTRACTOR shall be submitted to:

9. TERM.

This Agreement shall commence upon execution by both parties, and continue for the period of two (2) years, with automatic renewal each year until terminated.

10. TERMINATION.

This Agreement may be terminated by CITY or CONTRACTOR at any time, for any reason or for no reason, by delivering written notice of termination to the other party. In the case of termination, if there are any unused credits in CITY’s account, CITY shall either effect purchases to deplete the account, or CONTRACTOR shall issue a check to CITY for the amount of outstanding credit, at CITY’s option.

11. INDEMNIFICATION.

The CONTRACTOR agrees to release, protect, indemnify and hold the City and its officers, agencies and employees, harmless from and against any damage, cost or liability, including reasonable attorney’s fees for any and all injuries to persons, property or claims for money damages arising from acts or omissions of the CONTRACTOR, its employees or subcontractors or volunteers for any injury occurring through the exercise of this Agreement.

12. INSURANCE.

CONTRACTOR will maintain a liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. A copy of CONTRACTOR’s insurance certificate shall be produced upon inquiry by CITY.

13. STANDING WITH UNITED STATES ATF.

CONTRACTOR represents that it maintains a Federal Firearms License in good standing with the United States Bureau of Alcohol, Tobacco, Firearms, and Explosives. A copy of CONTRACTOR’s FFL is attached as Addendum B. In the event its Federal Firearms License is

revoked or suspended, CONTRACTOR shall notify CITY as soon as practicable, and shall not accept any proposed shipments from CITY during that period of suspension or revocation.

14. CHOICE OF LAW & JURISDICTION.

This Agreement is governed by the laws of the state of Utah. Utah courts shall have jurisdiction over all litigation arising under this Agreement and venue shall be laid in the Third District Court of Utah, Salt Lake City Division.

15. FORCE MAJEURE.

Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control.

16. INDEPENDENT CONTRACTOR.

The CONTRACTOR is an independent contractor, and as such will have no authorization, express or implied, to bind the City to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the CITY, except as set forth herein.

17. SEVERABILITY.

If any provision of this Agreement is declared by a court to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

18. ELECTRONIC COPIES.

The Parties agree that electronic copies of this Agreement, including the signature page, shall be sufficient evidence of the contents of this Agreement, without reference to the original, signed copy.

19. THE AGREEMENT.

This Agreement shall consist of the following documents: (1) the Agreement; (2) Letter from CONTRACTOR (Addendum A); (3) CONTRACTOR's Federal Firearms License (Addendum B). If any discrepancies exist between this Agreement and the Addenda, then the Agreement controls.

(signatures appear on next page)

WHEREFORE, CITY and CONTRACTOR, through their duly authorized representatives, execute this Agreement:

For CONTRACTOR:

For CITY:

Dated: _____

Dated: _____

By: _____
(signature)

By: _____
(signature)

(type or print)

Cherie Wood, Mayor

Title: _____

Attest: _____
(signature)

Craig Burton, City Recorder

Approved as to form:

Paul H. Roberts, Deputy City Attorney

**Letter from CONTRACTOR
Addendum A**

**CONTRACTOR's
FEDERAL FIREARMS LICENSE
Addendum B**



Arizona's Premier Shooting Range & Gun Store

For over 23 years, Shooter's World has been providing law enforcement agencies throughout the United States with an asset exchange program that provides new equipment at no cost to the participating agency.

Shooter's World has worked with law enforcement agencies, large and small, from 10 guns to over 8,000 guns in one exchange. We have provided agencies with any and all essential gear, including non-budgetary items. Some of the examples include: new carbine M-4 style rifles, suppressors, ammunition, shotguns, ballistic vests, shields, radios, night vision, hand held GPS units, computers, and cameras. Anything your agency may need to perform to the best of their abilities, we can get it for you. Not only will the agency receive the store credit but will also be able to purchase any of the equipment at the wholesale price.

When purchasing equipment off of your agencies line of credit with Shooters World, agencies save on average:

30% off Body armor, helmets and ballistic related items

20% off ammo

40% off tactical related uniforms, clothing and footwear

35% off equipment such as flashlights, duty gear, night vision and more

Shooter's World proposes to offer the South Salt Lake City Police Department \$7,400 minimum for the list of firearms that were sent to us on 1/22/15. This total is subject to change once an actual viewing takes place, the total then may go up from there.

The proceeds that are being returned to the South Salt City Lake Police Department can be handled two different ways: 1) the funds will be held by SW as an ongoing credit in which the department can use as they need or 2) Shooter's World can issue a check for the total amount.

Shooter's World abides by all Alcohol, Tobacco and Firearms rules and guidelines and is in good standing with the ATF. Shooter's World maintains a multi-million dollar liability policy. Our company prides itself on our continual high standards and excellent record keeping.

If you have any questions, please feel free to contact me directly.

Thank you,

Phillip D. Roux
Owner, Shooter's World, LLC.
proux@azshootersworld.com
602-768-2777

Shooter's World

Property/ID Number	Case Number	Description of evidence
1104	68005	Colt Officers ACP
548	69154	380 Mag
4281	69154	German 32 Cal Pistol
9184	69154	32 Cal Mag
10350	69154	380 Auto Pistol
6728	69418	Ruger 45 Cal
7775	69642	Taurus PT 58S
10280	69765	Beretta 9 mm
10557	69770	S&W Highway Patrolman
9857	70342	Taurus 38
2950	70854	Iver Johnson Pony
5933	71386	Interarms 22 Cal
5247	72137	SKS Chinese Assault Rifle
306	72137	Taurus 9MM
1179	72669	Raven 25 Auto
10635	73026	.38 Special
3090	73470	Browning
11686	73470	Star 32
9812	73537	Davis 38 Special
9002	74196	Jennings J-22
7327	74268	Walther
5795	75020	Hi Point Model C 9MM
6131	75114	S&W Sigma 38
7481	75272	Glock 19
392	75604	Ruger Mark 1
60	75968	Glock
10015	76003	Ruger .357
2069	77355	Ruger Blackhawk 357
3970	77511	Taurus .22
632	77957	Beretta 9 mm

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6926	77976	Mossberg 500
3546	77996	S&W 60
10661	78163	RG26
5119	78315	Ruger P-94
7213	79243	Llama Micromax 380
518	79837	Beretta .22 Cal
6371	80146	Ruger P89
2645	80397	Titan .25
7051	80713	Intratec Tec 9-DC9
11702	80713	Wilkinson Arms Linda
8609	80967	Luger AP9
1433	81197	Sundance Arms
6612	81725	Raven Arms MP-25
4534	81728	Lorcin .380
4908	82379	Ruger Super Redhawk
11789	82422	Marlin 30/30
7780	82565	Ruger
10398	82565	Norinco 9MM
9704	82658	Raven Arms MP-25
8028	86878	Ruben Arms P-25
1576	01-00270	Ruger Police 357
1819	01-00552	Ruger 357 Magnum
2189	01-00863	Smith & Wesson
2190	01-00863	Ruger Mark 4
2424	01-01127	Hi-Point 380
2855	01-01709	.32 Cal Pistol
5099	01-04183	Rough Rider
5697	01-04794	Phoenix Arms 22
6087	01-05108	S & W 38 Special
6250	01-05404	Winchester .44
7188	01-06412	Jennings J22
7296	01-06515	S&W 33-1
10696	02-002578	Astra 357

Shooter's World

9073	02-00756	Browning Shotgun
9137	02-00825	Browning 9MM
10132	02-01863	Jennings 38 CAL
11776	02G009692	Winchester 1917 Shotgun
14138	02G020787	Raven Arms .25
16775	03G006993	Intratec AB10
18575	03G012912	Ruger P89
18654	03G013174	Enfield 303
19926	03G018452	Phoenix Arms 25
19993	03G018767	Kimber compact CDP
21911	03G026446	Phoenix Arms 22
23408	03G031524	Maverik 88
25190	04G004804	Schmidt Ostheim 22 Cal
25505	04G006152	Glock Handgun
25732	04G007194	S&W 357
26286	04G009226	Browning Buck Mark 22
26496	04G009456	Gesichert P.08
27232	04G010245	Eagle Semi-Auto Handgun
28759	04G012081	Ruger P95DC
32288	04G016170	Sig Sauer P230
33391	05G000117	Beretta 92FS
36640	05G003831	Ruger Blackhawk .357 Mag
39388	05G007369	Smith & Wesson 357 Mag
39437	05G007452	Intraec .45 Caliber Pistol
39854	05G007939	Smith & Wesson .25 auto
40328	05G008489	H&K Compact 9 mm w/clip
44566	06G003242	Smith & Wesson SW4-F
46016	06G005070	Ruger handgun
59815	08G000676	Lorcin .380
60265	08G000704	Remington 760
67685	09G000818	Hi-Point CF380
69725	09G004281	Magazine
69727	09G004281	CZ 27

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71602	09G006707	Raven Arms MP-25
73406	10G000006	Ruger P97
73738	10G000505	Winchester 190
73737	10G000505	Marlin 60
73825	10G000626	Cobra Enterprise Derringer

Shooter's World

Reason	Serial Number
Suspect/Owner plead guilty to felony	FA36728
No owner information	
No owner information	246601
No owner information	
No owner information	AP295854
Suspect/Owner plead guilty to felony	66151086
No owner information	KHA01000
No owner information	BER354105Z
Suspect/Owner plead guilty to felony	26487
Seized/No owner information	NG47399
Suspect/Owner plead guilty to felony	IJ007940
suspect/Owner plead guilty to felony	05547
suspect/Owner plead guilty to felony	9309147
suspect/Owner plead guilty to felony	TKJ16280/AFD
suspect/Owner plead guilty to felony	746644
suspect/Owner plead guilty to felony	1727
suspect/Owner plead guilty to felony	626296
suspect/Owner plead guilty to felony	581324
suspect/Owner plead guilty to felony	D012894
suspect/Owner plead guilty to felony	634835
suspect/Owner plead guilty to felony	018998E
suspect/Owner plead guilty to felony	P047180
suspect/Owner plead guilty to felony	RAF3895
Per court order gun was forfeited to police department	CXP475
suspect/Owner plead guilty to felony	1497214
suspect/Owner plead guilty to felony	VP643US
suspect/Owner plead guilty to felony	17340755
No owner information	3421241
suspect/Owner plead guilty to felony	ANC29314
Seized but expunged/no owner information	BER009359Z

Shooter's World

Safekeeping letter sent and returned/can find no other owner information	P153498
suspect/Owner plead guilty to felony	AFP7440
suspect/Owner plead guilty to felony	U105572
suspect/Owner plead guilty to felony	34053988
suspect/Owner plead guilty to felony	07040471199
suspect/Owner plead guilty to felony	C29722U
suspect/Owner plead guilty to felony	30505803
suspect/Owner plead guilty to felony	162895
suspect/Owner plead guilty to felony	000940
suspect/Owner plead guilty to felony	932146
No owner information	032753
suspect/Owner plead guilty to felony	023105
suspect/Owner plead guilty to felony	1247071
suspect/Owner plead guilty to felony	35540
No owner information	55110329
suspect/Owner plead guilty to felony	09001722
suspect/Owner plead guilty to felony	66191823
suspect/Owner plead guilty to felony	429139
Owner is deceased	760108
Spoke with suspect and he claims the gun is not his, no other owner information	524199
suspect/Owner plead guilty to felony	315986588
suspect/Owner plead guilty to felony	3525590
suspect/Owner plead guilty to felony	1J08511
suspect/Owner plead guilty to felony	21138892
suspect/Owner plead guilty to felony	P726502
Safekeeping letter sent and returned/can find no other owner information	452876
suspect/Owner plead guilty to felony	HR44934
suspect/Owner plead guilty to felony	411398
suspect/Owner plead guilty to felony	60136
No owner information	6188260
Owner is deceased	637053
suspect/Owner plead guilty to felony	118958
suspect/Owner plead guilty to felony	R176131/02-002578

Shooter's World

suspect/Owner plead guilty to felony	9S34274
suspect/Owner plead guilty to felony	245NM31874
suspect/Owner plead guilty to felony	1158274
Suspect/Owner plead guilty to felony	
No owner information	253861
suspect/Owner plead guilty to felony	A037965
suspect/Owner plead guilty to felony	31032165
No owner information	1034
suspect/Owner plead guilty to felony	3022128
suspect/Owner plead guilty to felony	KC15758
No owner information	4228994
suspect/Owner plead guilty to felony	MV16361H
suspect/Owner plead guilty to felony	533234
Suspect/Owner plead guilty to felony	AVT856US
suspect/Owner plead guilty to felony	CDZ2055665081
suspect/Owner plead guilty to felony	515WW03567
suspect/Owner plead guilty to felony	6606
suspect/Owner plead guilty to felony	97311685
suspect/Owner plead guilty to felony	31346055
suspect/Owner plead guilty to felony	S180576
suspect/Owner plead guilty to felony	BER387103
suspect/Owner plead guilty to felony	36-32318
suspect/Owner plead guilty to felony	BBT8924
suspect/Owner plead guilty to felony	001674
suspect/Owner plead guilty to felony	125740
suspect/Owner plead guilty to felony	27-053781
suspect/Owner plead guilty to felony	PAZ4986
suspect/Owner plead guilty to felony	37619
Stolen gun/owner notified in 2008 per UPD/I can find no current address or number	408409
Letter sent to owner; 90 days expired; owner failed to claim property	176671
suspect/Owner plead guilty to felony	P767367
suspect/Owner plead guilty to felony	
suspect/Owner plead guilty to felony	265713

Shooter's World

suspect/Owner plead guilty to felony
suspect/Owner plead guilty to felony
suspect/Owner plead guilty to felony
suspect/Owner plead guilty to felony
suspect/Owner plead guilty to felony

895351
66355371
B1112771
12469195
44681