



General Provisions:

Property is being received from the Grand Rapids PD, hereafter referred to as "Agency." The attached list of 28 (physical count) firearms is subject to final audit, designated, and earmarked for destruction.

Liberty Arms Destruction, hereafter referred to as L.A.D., shall destroy the listed frame/receiver at no charge to the Agency with the understanding that L.A.D. will sell salvaged, recyclable parts and scrap metals. Weapons may include firearms prohibited from being possessed under federal or state law, including fully automatic weapons, those having defaced serial numbers, or those that have been illegally modified.

The Agency transfers weapons and property to L.A.D.. The Agency represents that the weapons and the property are free of encumbrance, seizure, or other possessory claim. The Agency is an official law enforcement entity (federal, state, county, or local government) that, under the provisions of the Gun Control Act of 1968 ("GCA") and the National Firearms Act of 1934 ("NFA"), transfers to Liberty Arms Destruction, GCA and NFA regulated firearms, noting such process includes destruction.

L.A.D. will provide the Agency with a copy of a certificate of destruction and/or electronic copy of the untouched photo(s) and/or video clearly showing the serial number and the destruction of the ATF-defined frame(s) or receiver(s) no later than 120 days following the completion of the destruction of the weapons provided by the Agency.

Certificate of destruction and/or Picture/Video of destruction

L.A.D. shall act as an agent of the Agency for the sole purpose of destruction of the listed firearms. The Agency authorizes L.A.D. to transport, house, and destroy seized and surrendered weapons for destruction, with the Agency retaining ownership of each firearm until the moment of destruction. Accordingly, the Agency requests L.A.D. to additionally destroy such

firearms with serial numbers that are defaced or obliterated, acknowledging L.A.D. is specifically acting as an agent of the Agency and notwithstanding 18 U.S.C. § 922(k), such agency is entitled under 18 U.S.C. § 925(a)(1) to destroy contraband under its constructive control via its agent L.A.D.

Liability:

Each party shall not be bound by any action taken by the other party in good faith in exercising the powers and authority conferred upon such party under this Agreement. The parties are not jointly and severally liable for any tort, contractual liability, misfeasance or malfeasance, violation of civil or criminal laws, or any other action arising from this Agreement.

Assignment:

Neither this Agreement nor any other interest arising from the execution of this Agreement may be assigned, pledged, transferred, or hypothecated without the prior written consent of L.A.D. and the Agency.

Entire Agreement:

This Agreement constitutes the entire agreement between L.A.D. and the Agency. It supersedes all prior and contemporaneous agreements, representations, warranties, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by L.A.D. and the Agency. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether similar or not similar nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless the waiver is in writing and signed by the party. This agreement ends when the firearms and property listed are destroyed and evidence of destruction has been supplied to the Agency.

Severability:

Suppose any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid. In that case, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those held invalid, shall not be affected.

Arbitration:

No civil action concerning any dispute arising out of this Agreement shall be instituted before any court, and all such disputes shall be submitted to final and binding arbitration under the auspices of the American Arbitration Association in the State of Agency. Such arbitration shall follow the Commercial Arbitration Rules of that association before a single arbitrator in Minnesota.

The arbitrator's award resulting from such arbitration may be confirmed and entered as a formal judgment in any court of competent jurisdiction and enforced accordingly. The parties agree that proceeding to arbitration and obtaining an award shall be a condition precedent to the bringing and maintaining of any action in any court concerning any dispute arising under this Agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding.

The parties agree that the venue for any arbitration or litigation shall be the United States District Court of the state where the Agency is primarily located or the state courts located therein, per the relevant jurisdictional or choice of venue requirements.

Liberty Arms Destruction

Name Signature Date

Email

Agency Contact

CITY ADMINISTRATOR
Tom Pagel *[Signature]* 10/31/24
Name Signature Date

tpagel@grandrapidsmn.gov
Email

POLICE DEPT. CONTACT

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