

BLUE LINE Corp.

P.O. Box 121 • Sudbury, MA 01776 • 978-927-0911

SERVICE AGREEMENT

1. **PARTIES:** This Agreement is between Blue Line Corporation, a Massachusetts corporation, and the undersigned Client.
2. **DEFINITIONS:**
 - A. **OWNER** shall mean Blue Line Corporation, its officers, directors, stockholders, principals, agents, employees, contractors, successors and assigns.
 - B. **CLIENT** shall mean the Town, Business, Agency, Company, University, College, Police Department or Other Entity and its officers and employees, which use the 48-foot trailer owned and operated by Owner as a mobile firearms training range (hereafter the "TRAILER").
 - C. **AUTHORIZED AGENT** shall mean the person(s) signing this Agreement on behalf of the CLIENT who represents and warrants that he/she has full legal authority to sign this Agreement on behalf of said CLIENT.
3. **TERM OF USE:** The rights provided for in this Agreement shall be for the periodic use of the TRAILER for a period of one (1) year from the date of this Agreement as necessary for firearms training, qualifications or general use by the CLIENT as scheduled in advance by written agreement of the parties.
4. **USAGE FEE:** The CLIENT shall pay OWNER a fee as set forth in the quote or proposal for services rendered within the terms noted on the invoice. Quotes or proposals may have to be adjusted throughout the year of this contract when the needs of the CLIENT change from the previous rental, or if OWNER related costs rise throughout the year of this contract, such as fuel costs, labor or supplies.
5. **OWNER'S OBLIGATIONS:**
 - A. The OWNER shall maintain the TRAILER, and all systems and facilities provided therein, in such condition as shall provide for safe use for the purpose for which it is intended, that is, as a firearms training and qualification range.
 - B. The OWNER shall deliver the TRAILER to the property, or other designated area, of the CLIENT as scheduled and shall temporarily locate it in a safe manner in a position designated by the AUTHORIZED AGENT. The OWNER and/or the OWNER'S designee shall be responsible for opening and securely closing and locking the TRAILER on each day that it is to be available to the CLIENT for use under this Agreement, and shall provide employees, servants or agents on the site of the TRAILER at all times when it is "in use" by the CLIENT.
 - C. NO firearms of any kind shall be left on the site or in the TRAILER when the TRAILER is not in active use by the CLIENT.
 - D. The OWNER agrees to carry adequate insurance to cover its employees and other personnel assigned by it and for whom it is responsible who are on the site of, or inside the TRAILER, during its use. Said insurance is to be in effect at the time the TRAILER is located on the property of the CLIENT or in use by CLIENT as a firing range.
 - E. To the extent permitted by law, the OWNER shall indemnify, defend, and hold the CLIENT harmless from and against any and all losses, property damage, personal injury, claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the OWNER'S breach of this Agreement or the intentional misconduct of the OWNER, or its employees, servants or agents.

6. CLIENT'S OBLIGATIONS:

- A. The CLIENT shall assign certified firearms instructors or contract out with certified firearms instructors to supervise the instruction and qualification of the members of the CLIENT who uses the firearms training range for training purposes located within the TRAILER.
- B. The CLIENT agrees to carry adequate insurance to cover its employees and other personnel assigned by it and for whom it is responsible when in use of the TRAILER as a firearms training range, or firing range
- C. NO firearms of any kind shall be left on the site or in the TRAILER when the TRAILER is not in active use by the CLIENT.
- D. To the fullest extent permitted by law, the CLIENT shall indemnify, defend, and hold the OWNER harmless from and against any and all losses, property damage, personal injury, claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CLIENT'S breach of this Agreement or the negligence or misconduct of the CLIENT, or its employees, servants or agents.

7. TERMINATION: Either party hereto may terminate this Agreement at any time for any reason by providing the non-terminating party with written notice stating the termination date, which shall not be sooner than ten days from the issuance of the said notice. Said notice shall be delivered in hand or sent via certified mail, return receipt requested, to the address set forth at the end of this Agreement. Upon receipt of the notice, the non-terminating party shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the OWNER shall remove the TRAILER from the property of the CLIENT within seventy-two (72) hours, and shall be entitled to compensation for any use of the TRAILER or expenses incurred in the management, marketing, sales, delivery and removal of the TRAILER to the CLIENT prior to the termination date.

8. GOVERNING LAW: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts or any state where the TRAILER is in use.

9. ENTIRE AGREEMENT: This Agreement, including all quotes and proposals, constitutes the entire agreement between the parties with respect to the matter described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and shall not be modified or amended except by a written document executed by the parties hereto.

10. ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 26 day of July, 2010.

OWNER:

CLIENT:

BLUE LINE CORPORATION

Second Amendment Foundation

By: Jerry Tilbor
Name: Jerry Tilbor
Title: President

By: Julianne Versnel
Name: Julianne Versnel
Title: Director of Operations

P.O. Box 121 Sudbury, MA 01776

12500 NE 10th Place, Bellevue, WA 98005

(Print Address for Notice Purposes)

(Print Address for Notice Purposes)