

Laramie County / Action Target Inc.

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Action Target, Inc., 3411 S. Mountain Vista Pkwy, Provo, Utah 84606 ("CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the "CONTRACT," attached hereto as Attachment 'A' and fully incorporated herein. (hereinafter "Agreement").

II. MODIFICATIONS

1. SECTION 1, TERM is hereby modified as follows:

At the conclusion of the Term and each subsequent Term, the Agreement will automatically renew **on a month-to-month basis** ~~for one calendar year~~ and can only be canceled by either Party by providing written notice at least 30 days before the end of the Term.

2. SECTION 4, WAIVER AND INDEMNIFICATION is hereby stricken in its entirety and of no force and effect, replacement language is contained in Section III of this Addendum.

3. The following language of SECTION 8, GENERAL PROVISIONS, is hereby stricken in its entirety and of no force and effect:

~~This Agreement is governed by the laws of the State of Utah and any claim or dispute shall be brought in Utah County, Utah.~~

Replacement language is contained in Section III of this Addendum.

III. ADDITIONAL PROVISIONS

1. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

2. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

3. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

4. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

5. Indemnification: Each Party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

ACTION TARGET, INC.

By:  _____ Date 4/28/22
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 4/1/22
Laramie County Attorney's Office



Action Target Inc.
c/o Diana Rotolo
3411 S. Mountain Vista Pkwy
Provo, Utah 84606
Tel: (801) 377-8033
Fax: (801) 377-8096

CONTRACT

THIS CONTRACT ("Agreement") between Action Target Inc. and its subsidiaries, assigns, and contractors on the one hand ("ATI" or the "ATI Parties") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "**Effective Date**") and includes the Attachments. ATI and Customer are sometimes referred to each as a "**Party**" or together as "**Parties**". This Agreement includes this cover page and Attachments 1 and 2.

"Customer":	Name:		
	Address:		
	City/State/Zip:		
	Tel:		Fax:
	Authorized Agent:	Email:	

<u>AUTHORIZED:</u>	<u>ACCEPTED AND AGREED:</u>
ACTION TARGET INC.	CUSTOMER: _____
Authorized Signature	Authorized Signature
Printed Name and Title	Printed Name and Title
Date of Authorization	Date of Acceptance

ATTACHMENT 1

TERMS AND CONDITIONS

SECTION 1. TERM. The initial Term of this Agreement begins on the date both parties sign and ends on December 31 of that year. During the Term, Customer cannot accept payment or payment-in-kind from any entity or person other than ATI for services similar to the Service offered pursuant to this Agreement. At the conclusion of the Term and each subsequent Term, this Agreement will automatically renew for one calendar year and can only be canceled by either Party by providing written notice at least 30 days before the end of the Term. If no written notice is provided at least 30 days before the end of any given Term, the Agreement will continue another Term.

SECTION 2. SERVICES TO BE PERFORMED. ATI will remove or cause to be removed expended brass cartridge scrap and range lead scrap (the "Service") from the Customer's range.

- a. **Scheduling.** Customer must contact ATI at 801-876-2442 or via email at recycle@actiontarget.com to schedule each Service. The date of service will be subject to ATI's availability to perform the Service and will be arranged within 3 business days of the request.
- b. **Packaging Requirements.** Lead and brass must be separately identified, separately packaged, and on separate pallets.
 1. **Brass Packaging.** Customer must have all brass materials on pallets in either 55-gallon drums or Gaylord boxes with the top covered (stretch wrap or cardboard is okay). If the materials are in drums, the drums must be strapped to pallet. Drums should be filled to capacity.
 2. **Range Lead Packaging.** Customer must have all range lead on pallets in sealed 55-gallon drums. Drums should be filled to capacity. Drums must be strapped to a pallet with one drum per pallet. Drums sent to you by Action Target will be on single drum pallets. Please use these for lead drum shipments.
 3. **Order Packaging.** Customer may order 55-gallon drums, Gaylord boxes, pallets, or super sacks by contacting ATI. Customer will pay for all other packaging including five-gallon buckets (if required).
- c. **Lead Quality.** Pricing is based on clean, indoor range steel trap lead with no other contaminants, e.g., rubber. **No floor sweepings or live rounds are to be present with lead.**
- d. **Brass Quality.** If any non-brass casings are fired on site, ATI will deduct this contaminant from brass and deduct from final weight confirmation. Small amounts of Shot shells and standard range sweeps may be in brass and is considered normal and expected, however, for large amounts of this material, after the sortation process, they must be disposed of as hazardous waste. We will deduct the following environmental fees to offset the treatment and disposal costs:

\$1.75/LB for sweeps, environmental fee will be charged for treatment and hazardous waste disposal.
\$0.40/LB for shot shells, environmental fee will be charged for hazardous waste disposal.
- e. **Weight Limits.** To receive the credit amount listed below the minimum weight for which service should be scheduled is 4,000 lbs. Weights from 3,000 to 3,999 lbs. will receive the price listed below minus \$.06 per lb. Weights from 2,999 lbs. or below will get a \$.10 per lb. premium and shipping will be deducted. The maximum per pallet weight is 4,000 lbs. per pallet. Customer is encouraged to utilize maximum weights when possible.
- f. **Credit.** A Final Weight Confirmation Report will be emailed to Customer within one week of receipt of metals at receiving warehouse (transit time from pickup to warehouse is generally 3–7 days). Upon receipt of the Report, Customer may contact ATI and elect either (1) a Credit (plus 10% as discussed below) towards the Action Target Store, Action Target Equipment, or Action Target Services; or (2) a check; however, a check and credit may not be combined. If Customer elects a check, the check will be mailed to Customer within 30 days after receiving the Report in an amount as calculated below, subject to a possible deduction as stated herein. If Customer elects a credit, Customer will receive the Credit—in the amount the check would have been plus 10%—immediately after notifying Action Target as stated in the Report. If the customer has any outstanding unpaid balances with ATI, credit may be used to pay towards these balances. Notwithstanding anything herein, Credits expire after 24 months of Customer's receipt.
 1. **Brass shell credit.** Customer will receive 54% of the copper price (per pound, brass shells received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
 2. **Steel Trap lead credit.** Customer will receive 45% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
 3. **Rubber berm trap lead credit.** Customer will receive 39% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service. **RBT Service Contract must be signed for RBT cleaning by ATI.**

LME.com displays prices in dollars per metric ton. To convert to dollars per pound, use the following Credit Conversion Formula:

Steel Trap Range lead: $(\text{LME Price} * 45\%) / 2204.6 = \text{price per pound}$
Rubber Berm Trap Range lead: $(\text{LME Price} * 39\%) / 2204.6 = \text{price per pound}$
Brass: $(\text{LME Price} * 54\%) / 2204.6 = \text{price per pound}$

For example, if LME.com gives the lead price as \$2,223, multiply that by 45%, which equals \$1,000.35. Then to convert to dollars per pound, divide that by 2204.6. This gives you a price of \$0.45 cents per pound with a minimum 4,000 lbs. Weights from 2,000 to 3,999 lbs. would receive \$0.39 per lb. and weights over 10,000 lbs. will receive an increase as set forth in Attachment 2.

ATI will pick up lead dust and will provide a credit of \$.01 per pound of lead dust.

For any questions related to scheduling, packaging requirements, quality, weight limits, or credit, please call 801-876-2442 or email recycle@actiontarget.com.

SECTION 3. CUSTOMER OBLIGATIONS. On the date of pickup, Customer must have the range available for ATI to perform the Service.

SECTION 4. WAIVER AND INDEMNIFICATION. To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold ATI and its affiliates and subsidiaries, and its and their respective contractors and subcontractors, and their respective directors, officers, employees, representatives, invitees and agents (the "ATI Group") harmless of, from, and against any and all claims, damages, losses, demands, lawsuits, judgments and costs of suit or defense, including attorney fees (collectively "Claims"), whether for personal injury, property damage, direct or consequential damage, or economic loss directly or indirectly arising out of, or alleged to have arisen from, caused by, or resulting from (in whole or in part) (1) the packaging requirements and the packaging of the materials, (2) Customer's negligence or willful misconduct, or (3) anything related to Customer's failure to uphold its obligations under this Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, defense and hold harmless obligations under this paragraph, such legal limitations are made a part of the Agreement and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnity, defense, and hold harmless obligations shall continue in full force and effect. Customer's obligation to defend pursuant to this Section shall be with attorneys approved by the ATI Group, such approval not to be unreasonably withheld. The ATI Group that are not parties to this Agreement are third-party beneficiaries of the indemnification provision of this paragraph. Notwithstanding anything in the Agreement to the contrary, the indemnification obligations of the Customer survive any expiration or termination of the Agreement.

Customer hereby waives, releases, and forever discharges the ATI Group, of, from, and against any and all claims, actions, causes of action, demands, rights, agreements, promises, warranties, guarantees, liabilities, losses, damages, costs and expenses, of every nature and character, description and amount, known or unknown, without limitation or exception, whether based on theories of contract, breach of contract, breach of the covenant of good faith and fair dealing, tort, violation of statute or ordinance, or any other theory of liability or declaration of rights whatsoever, arising from or in any way related to the packaging of the materials. Any claim for damages that Customer may make, or any liability or indemnity obligation that the ATI Group may have with respect to or arising out of or related to the Service, including property damage or bodily injury, shall be limited to the greater of the amount (a) Customer receives from the specific service on the date of the damage and (b) the insurance proceeds from ATI's insurance.

SECTION 5. ASSIGNMENT. Customer shall not assign any of the rights or obligations provided to it by or required under this Agreement, without first obtaining the prior written consent of ATI. Any assignment made by Customer without the prior written consent of ATI shall be null and void.

SECTION 6. CREDIT ADJUSTMENT. ATI shall be entitled to adjust the Credit Conversion Formula set forth in Section 2 upon changes in worldwide metals pricing. If ATI adjusts the formula, Customer shall be entitled to terminate the agreement within 30 days of notice of adjustment. If Customer does not notify ATI in writing of termination, this Agreement shall continue as set forth in Section 1.

SECTION 7. PACKAGING. If Customer breaches this Agreement, ATI shall be entitled to a reimbursement of costs for any packaging provided to Customer and any other remedies available.

SECTION 8. GENERAL PROVISIONS. This Agreement is governed by the laws of the State of Utah and any claim or dispute shall be brought in Utah County, Utah. If any term, provision, or condition of the Agreement is held to be invalid, void, or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect, provided that such unenforceability does not materially affect the parties' rights under this Agreement. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Customer and ATI shall survive the completion of all Services to be performed under the Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against ATI. The individuals executing the Agreement warrant that they have read and understood its provisions, and that they are authorized to bind the Parties for which they sign. The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise,

business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

SECTION 9. ENTIRE AGREEMENT. This written Agreement is the entire integrated agreement between Customer and ATI and supersedes all prior negotiations, representations, or agreements, whether written or oral.

CUSTOMER AND PROJECT INFORMATION

Range Name:

Address:

Contact Person:

Phone Number:

Email Address:

Loading hours:

VOLUME

A full 55-gallon drum of brass weighs approximately 600 lbs., a 2/3-full 55-gallon drum of lead weighs approximately 1,200 lbs., and a full-size Gaylord box of brass weighs approximately 3,000 lbs. Knowing this:

- What is your approximate monthly brass volume in drums/lbs.?
- What is your approximate monthly lead volume in drums/lbs.?
- Do you shoot frangible bullets?
- How much weight do you anticipate ATI will pick up per Service?
- How often do you anticipate scheduling Service? (Minimum pickup weight is 4,000 lbs.)
- Does your range have a Total Containment Trap with a screw auger?

ACCESS

Dock high access?	YES	NO
Pallet jack on site?	YES	NO
Forklift on site?	YES	NO
18-wheeler access?	YES	NO
24-foot box truck access (lift gate)?	YES	NO

AMMUNITION

Are any of the following cases ("Contaminants") fired on site (if the answer to any is yes, ATI will deduct 4% from the Final Weight Confirmation sent to Customer):

Aluminum?	YES	NO
Steel?	YES	NO
Shotgun shells?	YES	NO

If you remove all of the above Contaminants from your brass, ATI will not deduct 4%. If any shipment contains higher than 4% Contaminants, ATI shall be entitled to deduct the higher percentage on the next shipment.

No floor sweepings or live rounds are to be present with lead

ATTACHMENT 2

TIERED PRICING

Tier 1 – 10,000 lbs. limit of combined brass and lead

- Add \$0.05 to the current market price for brass

- Add \$0.03 to the current market price for lead

Tier 2 – 15,000 lbs. limit of combined brass and lead

- Add \$0.05 to the current market price for brass

- Add \$0.05 to the current market price for lead

Tier 3 – 40,000 lbs. limit of combined brass and lead

- Add \$0.10 to the current price for brass

- Add \$0.10 to the current price for lead

A full truckload is 44,000 lbs. For 41,000 lbs. to 44,000 lbs. pickups, Customer must provide a forklift and pallet jack or have a loading dock.

If Customer provides its own packaging, add \$0.04 to the current market price for lead and brass