

BOATMAN GUNWORKS LLC, Gun Service and Sales, FFL Agreement of Terms and Release from Liability

I, _____ the Customer, for and in consideration of gunsmithing work and other good and valuable consideration, do hereby enter into this Contract with BOATMAN GUNWORKS LLC, hereafter known as BOATMAN GUNWORKS, and accept the terms and conditions set forth herein.

Work accepted by BOATMAN GUNWORKS, including associated firearms, parts, and materials, shall be designated a Project. No completion date can or will be given on any Project. However, upon request, an approximation of the estimated time to completion may be given at the discretion of BOATMAN GUNWORKS. This estimated time to completion is non-binding and may change at any time due to extenuating factors without any notification to the Customer. BOATMAN GUNWORKS LLC reserves the right to process and complete Projects in whatever order it sees fit solely based on its own discretion. BOATMAN GUNWORKS reserves the right to accept or reject any Project.

BOATMAN GUNWORKS will provide periodic updates on your Project upon request. The Customer may inquire as to the status of the Project by email at any time. The Customer may at any time request the Project be returned prior to completion. BOATMAN GUNWORKS will access the proper fee for work already performed based on BOATMAN GUNWORKS' discretion and the rates and terms agreed upon previously by BOATMAN GUNWORKS and Customer. BOATMAN GUNWORKS reserves the right to retain possession of the Project until it has been fully compensated for the work, services, and parts it has provided.

All parts needed can be supplied by Customer or ordered through BOATMAN GUNWORKS. Minimum parts order is \$20, and, without exception, a \$25 restocking fee will be charged for requested ordered parts not received by the Customer. Completed Projects will not be returned until all charges are paid. BOATMAN GUNWORKS will provide an assessment of all parts that are required for the Project to be completed; however, this is subject to change at any time. If BOATMAN GUNWORKS determines the change in the parts required for completion to be material, then BOATMAN GUNWORKS will notify the Customer prior to purchasing the parts. If BOATMAN GUNWORKS determines the change in the parts required for completion to be immaterial, then BOATMAN GUNWORKS will purchase the parts without Customer approval and add them on to the charge for the Project. Labor prices may be quoted as a total or at an hourly rate as agreed upon by BOATMAN GUNWORKS and Customer. BOATMAN GUNWORKS will accept payment via cash, money order, or credit card (Visa, American Express, and MasterCard) with an additional 3% fee.

No insurance is provided by BOATMAN GUNWORKS for Customer's Project and Customer is responsible for insuring his firearm and Project while in the possession of BOATMAN GUNWORKS.

Pick up of Projects is by appointment only and must be arranged prior to pick up. All firearms, without exception, are shipped with "Adult signature required". All firearms, without exception, can only be returned to the original owner or an FFL licensee. BOATMAN GUNWORKS prefers to ship via UPS ground or express, and Customer is responsible for paying the actual shipping charges. BOATMAN GUNWORKS LLC may charge for packaging.

I, _____ the Customer, acknowledge that I have voluntarily requested of BOATMAN GUNWORKS activities which may include, and are not limited to, modifications and alterations to a firearm which may affect various safety systems. I am aware that alterations and modifications of firearms may be hazardous. I am voluntarily requesting that these activities take place with full knowledge of the dangers involved which may include death, dismemberment, paralysis, or other injuries. I hereby agree to accept any and all risks and verify this statement by placing my signature on this contract. I release BOATMAN GUNWORKS from any and all liability for any alterations or modifications that were made at my request. Furthermore, I warrant

herein that I am not requesting any alterations or modifications that violate any state or federal law(s) or will knowingly render any firearm unsafe.

As consideration for the gunsmithing being performed pursuant to my direction, I hereby agree that I, my assignees, heirs, distributees, guardians and legal representatives, will not make a claim against, sue, or attach the property of BOATMAN GUNWORKS, BOATMAN GUNWORKS LLC, any of its affiliated organizations, or members for injuries or damages resulting from negligence or other acts of BOATMAN GUNWORKS, or any employee, agent or contractor of BOATMAN GUNWORKS or any of its affiliated organizations as a result from my request for modification or alteration to a firearm.

I hereby release BOATMAN GUNWORKS, BOATMAN GUNWORKS LLC, any of its affiliated organizations, and members from all actions, claims or demands that I, my assignees, heirs, distributees, guardians or legal representatives now have or may hereafter have for injuries or damages resulting from any work performed by BOATMAN GUNWORKS.

I am informed, realize, and understand that any alterations which I have requested done to my firearm, pursuant to the Project, may void any Manufacturer warranty and release the Manufacturer from any liability for any accident should any occur.

I am informed, recognize, and understand by reading and signing this contract and authorizing the Project, that by requesting that these changes occur, I am also releasing the gunsmith, both individually and in any business form, from any liability should any accident occur because of the work performed by the gunsmith.

I will indemnify BOATMAN GUNWORKS from all liability for any loss, damage or injury to persons or property arising from or related to the performance of the agreement including, without limitation, all consequential damages whether resulting from the negligence of the Customer or Customer's agent.

This Contract is the entire agreement between BOATMAN GUNWORKS and Customer and supersedes any and all other agreements either oral or written, with respect to the subject of this contract. This Contract contains all the covenants and agreements between the parties with respect to the gunsmithing work of the Project and each party to this contract acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party, except those covenants and agreements embodied in this contract. No Agreement, statement or promise not contained in this contract shall be binding or valid. All terms of all agreements made between the Customer and BOATMAN GUNWORKS are fully integrated herein.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State

of Washington. All parties consent to Personal Jurisdiction and venue in any court in the County of Pierce, State of Washington. If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms shall remain in full force and effect and shall not be affected.

Unless other arrangements are made, in writing, any Project left in the shop for more than 60 days after written notification of Project completion and request for payment of balance will be considered abandoned and may be sold to cover expenses.

Return policy: All returns are at the discretion of BOATMAN GUNWORKS.

NO IMPLIED WARRANTY OF MERCHANTABILITY IS GIVEN AND IS EXPRESSLY DENIED.

NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS GIVEN AND IS EXPRESSLY DENIED.

NO IMPLIED WARRANTY OF WORKMANLIKE QUALITY IS GIVEN AND IS EXPRESSLY DENIED.

I HAVE READ THIS DOCUMENT, UNDERSTAND IT FULLY, AND VOLUNTARILY SIGN IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS.

Print name: _____

Signature: _____

Date: _____

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