DEPARTMENT OF PUBLIC SAFETY
BUREAU OF CRIMINAL IDENTIFICATION
WEB BASED GUN CHECK SYSTEM
CONTRACT

Dealer: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Full FFL#_____

Operator Name: _____

Operator SSN: _____

Operator Email: _____

(operator must have an email address)

Utah Bureau of Criminal Identification (BCI) and the FFL Dealer agrees as follows:

This dealer agrees to comply with all applicable state and federal statutes and regulations, and to use the information received for the sole purpose of obtaining authorization for purchasers and potential purchasers of firearms in the state of Utah. Copies of applicable statutes and regulations are available from BCI.

CONFIDENTIALITY:
The dealer and operator acknowledges and agrees that all information or data provided through the service will be treated as confidential and proprietary and shall not be used or disclosed, in any manner except as permitted in the agreement. Operator further agrees to abide by all federal, state and local laws or regulations regarding confidentiality.

This dealer agrees to allow an audit from BCI if there is any reason to suspect inappropriate use of the system or information received.

INDEMNITY:
In no event will BCI be liable for any damages caused by dealer's responsibilities, or for any indirect or consequential damages, including, but not limited to, loss of profits or anticipated savings, or for any claim made against dealer by an employee, agent or any other party. Dealer will indemnify BCI for any damage or claim, including, but not limited to reasonable attorney's fees and court costs arising out of or connected with the provision of the service under this agreement. Dealer further agrees to notify parties asserting such claims in writing that BCI will have no liability to them. This indemnification provision shall survive the termination of this agreement.

Dealer will indemnify and hold harmless the Utah Bureau of Criminal Identification, its agents and employees, from any and all claims, including fees, costs, attorney's fees and penalties incurred by or on behalf of dealer or any recipient arising from the use of and information received from the service as provided in the agreement. The dealer acknowledges that they are receiving the information as-is, and the state of Utah does not warrant or represent the said information is complete or current.

GENERAL:
BCI reserves the right to (1) change the service as it may deem necessary or desirable, (2) withdraw or discontinue any service, without penalty or liability, from any dealer that is found to have misused the service.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This agreement will be governed by and construed in accordance with the laws of the State of Utah.

Utah Bureau of Criminal Identification

_____
Dealer Name Printed

Authorizing Agent (printed): _____

Authorizing Agent (signature): _____

Authorizing Agent Title: _____

Date: _____