

THE ARMORY PROJECT: AGREEMENT FOR TEMPORARY FIREARM HOLD

Note: The following pages of the PDF can be digitally form filled or printed and filled by hand. For more extensive editing, visit armoryproject.org/template to download an editable Microsoft Word .docx file.

Remove this page (document instructions & cover sheet) from the final agreement.

The following document is a template that can be adapted to the needs of individual Federal Firearm Licensees (FFLs) or other storage partners.

This document was created in simple terms and is not meant to be a legal contract. However, within the shaded gray boxes are some legal language other FFLs have found helpful, which can be included at the discretion of an FFL or other storage partner. Fill out any form fields before using this document to fit the needs of your FFL. We recommend considering local, state, and federal laws pertaining to your FFL (or organization) and checking with the ATF for appropriate guidance.

This is intended to help guide a conversation between an FFL (or other storage location) and an individual firearm owner about voluntary, temporary firearm storage, including the process for taking in and returning firearms. Firearm owners who choose to store their firearms with an FFL temporarily may be dealing with serious life stressors, so it is important to ensure the process is as transparent as possible.

While there is no ideal amount of time for temporary firearm storage outside of the home, we suggest 90 days (3 months) as a starting point – This will give the individual time to access the help and support they need. However, this is just a suggestion. FFLs may prefer to leave the amount of time open-ended or opt to discuss options with each firearm owner on a case-by-case basis.

Decisions to be made in adapting this document for use at your FFL include:

- Consider what sections are appropriate for your use. Add, delete, or edit as needed.
- FFLs may function differently from each other and may choose, for example:
 - to specify a limit on how long they will hold firearms,
 - to charge a fee after a certain time period or for conducting a background check prior to returning firearms, etc.
 - to store ammunition as well as firearms or to refuse to store ammunition,
 - to collect information such as the name of a secondary contact or a photocopy of the identification/license of the person who is storing firearms.

Whether to use all or a portion of this sample agreement will be left to the discretion of the FFL. TAP does not undertake any legal representation, nor does it guarantee that the sample agreement will protect participants to the extent desired.

Consider having two copies of this document for each transaction—one for your records and one to send home with the firearm owner.

THE ARMORY PROJECT: AGREEMENT FOR FIREARM HOLD/STORAGE

THE ARMORY PROJECT (TAP) AIMS TO PROVIDE VOLUNTARY, TEMPORARY, OUT-OF-HOME FIREARM STORAGE TO INDIVIDUALS IN NEED.

People may want to store firearms outside of their homes when anyone in the house is going through a mental health crisis and/or stressors such as loss of job, divorce, or other major life transitions.

Creating time and distance between a person in crisis and a loaded firearm can prevent suicide.

Other reasons for needing temporary out-of-home storage may also include extended work travel, military deployment, concerns about memory issues for someone in the home, or concerns about children or others being able to access firearms.

This agreement is to ensure transparency between _____ and you, the firearm owner, regarding your property and the processes used to temporarily store and return your firearm(s).

Temporary Hold/Storage: Taking part in this temporary hold/storage agreement is completely voluntary. This agreement explains that you as the firearm owner are agreeing to place the firearm(s) listed below _____ with this FFL. Firearm(s) will be received from you unloaded and will be safely and securely stored in an air-conditioned location within the store.

The firearms(s) listed will be on hold for _____ free of charge to you.

- You may opt to receive your firearm(s) at the end of the duration or at any time prior to that by contacting us to pick up your firearm(s).
- If you want us to continue to hold your firearm(s) beyond the original agreement, contact us about extending the time we will hold onto your firearm(s).
- If the hold duration lasts longer than specified, we reserve the right to charge you a storage fee of _____ per month.
- You will need to come in yourself to pick up the firearms and sign below to indicate that your firearm(s) have been returned to you.

If we do not hear from you after _____ months and have not been able to reach you or your identified Secondary Contact (below) after reasonable attempts to contact you, we may consider the firearm(s) abandoned after _____ months from today. In that event, we reserve the right to dispose of abandoned firearms as we see fit.

Return of Your Firearm(s): Our goal is to store your firearm(s) for a period of time to prevent them being used by yourself or others in a way you do not want. At such time that it makes sense, you can come in to retrieve the firearms. To return your firearm(s) to you, we will complete and run a background check using the National Instant Criminal Background Check System (NICS), [Firearms Transaction Record, Form 4473](#). When you are approved, we will return your firearm(s) to you.

Our goal is to temporarily store your firearms for you and then return them to you when you are ready. In the unlikely event that you are denied during the background check, we have several options:

1. You can appeal the denial. During that appeal process, we will continue to hold onto your firearm(s) for you free of charge. Find out more information about the appeal through NICS here: <https://ucr.fbi.gov/nics/appeals/nics-guide-for-appealing>
2. We may be able to release the firearm(s) to one of your trusted adult family members or friends (adult must be over the age required by local and State laws) if they provide a sworn statement that they understand you have been denied through the NICS background check from possessing firearms. The designated adult will need to pass a background check, and we may need to consult with the ATF in this scenario to ensure we are all following local, State, and Federal laws. On form 4473, Section E, Item 32, we will indicate who received your firearm(s).
3. If you want, we can list the firearm(s) for consignment sale on your behalf and issue the proceeds of any sale to you minus a _____% consignment fee to cover our overhead.

Your name, firearm(s), and any paperwork related to this agreement with our store is confidential and private, except as necessary for federal licensing requirements and other laws.

Risk Allocation: Owner (on behalf of himself and his successors, heirs, and assigns) shall release, protect, defend, indemnify, and hold harmless Facility and its affiliates (as well as its and their owners, officers, managers, employees, agents, invitees, insurers, and indemnitees) (collectively, the “Facility Group”) from and against any and all claims or liability of whatever nature, and however so arising, where such claims or liability arise out of or relate to this Agreement or the storage of the Firearms (collectively, “Claims”), *all except to the extent a Claim is caused directly by the gross negligence or intentionally harmful conduct of Facility or any person, party, or entity for which Facility is directly responsible.* For the avoidance of doubt, and without limiting the foregoing protections in favor of Facility Group, this Agreement does not create a bailment, and the protections above in Facility’s favor specifically include a release of any Claims arising out of or related to loss, damage, or disposition of the Firearms. Further, all insurance policies of Owner shall, to the fullest extent allowed in such policies, name Facility Group as additional insured, waive subrogation against Facility Group, and be primary and noncontributory to any insurance of Facility Group.

Miscellaneous: This Agreement shall be governed and construed by the substantive law of the state of _____ without reference to its conflicts of laws principles. The terms of this Agreement are severable, and if any term in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be deemed modified to comply with applicable law and to meet the Parties’ intent as much as possible. No waiver of any right in this Agreement shall enforceable against a Party unless it is specific and made in a writing signed by competent authority of the waiving Party.

Temporary Storage/Hold Terms

Hold Start Date: _____

Anticipated End Date (if any): _____

Extension of Hold Date (if any): _____

Storage Fee and Start Date (if any): _____

FFL Contact Information

FFL Name: _____ Contact Person: _____

Phone: _____ Direct phone/email: _____

Address: _____

Firearm Owner

Print Name: _____ Preferred Contact Info: _____

Drop Off Date: _____ Pick Up Date: _____

Signature: _____ Signature: _____

Secondary Contact and/or relative (if any)

Name: _____ Relationship: _____

Contact information: _____

Enter the receipt/ticket number for the list of firearms being held/stored:
