

# The Armory Project: Agreement for Temporary Firearm Hold

Document Instructions and cover sheet (delete pages 1 and 2 before using)

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

This document was created to be in simple terms and is not meant to be a legal contract. However, within the text boxes are some legal language other FFLs have found helpful, which can be included at the FFL's discretion. Change or delete any ***bolded + italicized*** text before using this document so it fits the needs of your FFL. We recommend considering local, State, and federal laws that may pertain to your FFL and check with the ATF for guidance.

This is intended to help guide a conversation between a FFL and an individual firearm owner about temporary firearm storage, including the process for taking in and returning firearms. Firearm owners who choose to temporarily store their firearms with a FFL 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 are suggesting 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:
  - o to specify a limit on how long they will hold firearms,
  - o to charge a fee after a certain period of time or for conducting a background check prior to returning firearms, etc.
  - o to store ammunition as well as firearms or to refuse to store ammunition,
  - o 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 and the VISION Coalition do not undertake any legal representation, nor do they 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.

If you need access to a Microsoft Word version of this document, please contact [vision.nola@gmail.com](mailto:vision.nola@gmail.com). To use or adapt these materials, email [vision.nola@gmail.com](mailto:vision.nola@gmail.com) and use the below citation:

True, G. and Wendleton, L. 2023. The Armory Project Toolkit: Partnering with firearm retailers, to promote voluntary and temporary out-of-home firearm storage (Version 2). Veteran-Informed Intervention and Outreach Network (VISION). Available at: [www.visioncoalition.net/projects/tap](http://www.visioncoalition.net/projects/tap)



Learn more at <https://www.visioncoalition.net/projects/tap>.



## THE ARMORY PROJECT (TAP): AGREEMENT FOR FIREARM HOLD/STORAGE

The goal of The Armory Project (TAP) is to provide voluntary, temporary out-of-home firearm storage to an individual in need.

People may want to store firearms outside of their home when anyone in the home 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.

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This agreement is to ensure transparency between **[insert name of FFL]** 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 **[on consignment or in storage]** 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 firearm(s) listed will be on hold for **[90 calendar days]** 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 **[Dollar Amount]** 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 **[number]** 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 **[number]** months from today. In that event, we reserve the right to dispose of abandoned firearms as we see fit.



Learn more at <https://www.visioncoalition.net/projects/tap>.



**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 X% 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 Louisiana 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.



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**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:

**Firearms Being Stored/Held (listed below, or reference attached receipt or ticket number):**



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