# **Gunslinger's Guns FFL Transfer Policies**

(https://gunslingersguns.com/ffl-transfer-policy - v1.1 Effective Feb 2025)

By engaging in firearm transfer services with Gunslinger's Guns, you as the proposed Transferee (Buyer/Receiver) of the firearm agree to the following:

#### **FEES**

- Non-refundable fees are due from the proposed Transferee for firearm transfer services at the time initiated. The transfer fee per Regulated Item is \$25 + a \$10 Fee due to the Maryland State Police per background check. If the proposed Transferee's MD77R application has errors that impact the background check, subsequently needing resubmission, the proposed Transferee is responsible for each additional \$10 Fee due to the Maryland State Police. The Transfer Fee per Non-Regulated Item is \$25.
- In the event a Transferee/Buyer and Transferor/Seller agree to permit a return of the firearm to the Transferor/Seller or any reason, a \$50 administrative fee (in addition to any shipping cost) is due to Gunslinger's Guns by the Transferee/Buyer.
- In the event a proposed Transferee/Buyer of a firearm is unable to take possession of and/or fails to pick up a firearm within 30 days of receipt by Gunslinger's Guns for ANY REASON, a \$2 daily storage fee is due to Gunslinger's Guns by the Transferee/Buyer for every day thereafter.
- Payment is accepted via cash, debit card, or credit card. Fees are non-refundable in the event the transfer cannot be completed for any reason.

## FIREARMS GENERALLY ACCEPTED FOR TRANSFER

- Gunslinger's Guns will only transfer Maryland legal firearms to an eligible party. All firearms must be Maryland compliant. Any magazine capable of holding more than 10 rounds that accompanies a firearm cannot and will not be transferred with any firearm per MD Code Section 29.03.01.07 unless exemption identification is presented.
   Magazines received capable of holding more than 10 rounds will be forfeited to Gunslinger's Guns without exemption identification.
- Gunslinger's Guns generally accepts Maryland legal non-regulated firearm (long gun) transfers from other states if a copy of the senders FFL license copy (if a dealer) or copy of the state issued valid driver's license of the seller (if they are an individual) is included within the firearm shipment along with full Transferee contact information.
- Gunslinger's Guns generally accepts Maryland legal regulated firearm (handgun) transfers from other states from FFLs ONLY. A copy of the senders FFL license copy shall be included in the package along with full Transferee contact information.
- Gunslinger's Guns has the sole right, for any reason, to not accept a firearm for transfer.

# ELIGIBILITY FOR FIREARM TRANSFER OF THE PROPOSED TRANSFEREE

- Firearms will only be transferred in accordance with Federal Law, ATF regulations, and MD Law. Proposed Transferees
  must always complete an ATF 4473 for all firearms and a MD 77R application for all MD regulated firearms to be
  eligible for firearm transfer.
- Firearms deemed regulated in Maryland (handguns) require the Proposed Transferee to have a Maryland HQL License or exemption identification.
- Proposed Transferees must present a Valid Maryland Driver's License or MVA Issued Identification Card to Gunslinger's Guns.

- Firearms will only be released to a Transferee subject to a NICS "Proceed" or MSP "Not Disapproved" background result unless law permits otherwise. Please note if you are between the age of 18 and 21 (long gun purchases), your background check is likely to be delayed by several days and up to 10 business days.
- Gunslinger's Guns has the sole right, for any reason, to not perform a transfer.

## ISSUES IN THE FIREARM TRANSFER OR WITH THE FIREARM

- Any defects or faults with firearms transferred are to be handled solely between the Transferee/Buyer and Transferor/Seller, the transfer fee is still due at time of intake
- Any background check issues between the proposed Transferee/Buyer and the background check agency (NICS or MSP) are the sole responsibility of the proposed Transferee/Buyer to resolve.
- In the event a Transferee/Buyer and Transferor/Seller agree to a return for any reason, Gunslinger's Guns will only ship the firearm to licensed FFL dealer after receiving a clearly signed copy of their current FFL, a prepaid shipping label and/or upfront shipping costs provided to Gunslinger's Guns, and payment/collection of the \$50 administrative fee due Gunslinger's Guns by the Transferee/Buyer. If the Transferor/Seller was an individual (long gun), they will have to provide for the licensed FFL to ship back to (return will not be shipped back to an individual).
- Time is of the essence for the Transferee/Buyer in resolving any issues, regardless of fault, related to the firearm transfer or with the firearm. Pursuant to Gunslinger's Gund forfeiture of firearms outlined in this policy, firearms are at risk for forfeiture if issues are not resolved timely by the Transferee/Buyer.

#### FORFEITURE OF FIREARMS TO GUNSLINGER'S GUNS

- If a proposed Transferee, as part of the transfer process, is unable to take possession of and/or fails to pick up a firearm within 60 days of receipt by Gunslinger's Guns for ANY REASON regardless of fault, the proposed Transferee forfeits the firearm to Gunslinger's Guns. Reasons a proposed Transferee could not take possession of a firearm include, but are not limited to: failure to receive a NICS "Proceed" or MSP "Not Disapproved" background check, incomplete or inaccurately completed ATF 4473, a firearm that is not legal in Maryland, returns of firearms that could not be brokered between the Transferee/Buyer and Transferor/Seller and shipped back to a Licensed FFL, failure to remit fees due to Gunslinger's Guns, and/or defects or faults with the firearm that cannot be resolved by the Transferee/Buyer and Transferor/Seller.
- The firearm is legal property of Gunslinger's Gun's on the 61st day after receipt by Gunslinger's Guns when the transfer is not completed for any reason, regardless of fault. The proposed Transferee/Buyer will be mailed a USPS Certified Letter on the next business day after to their address provided in the transfer information denoting such forfeiture along with a copy of this policy.

# LIMITATION OF LIABILITY

- Gunslinger's Guns does not inspect any firearm received for transfer for condition, safety, fitness of use, function, defects or otherwise.
- Gunslinger's Guns is not personally or financial liable to the proposed Transferee or any party for the theft, destruction, or damage of a firearm while stored on Gunslinger's Guns business premises or in transit/shipping to Gunslinger's Guns. No firearms are insured by Gunslinger's Guns.
- The proposed Transferee acknowledges that the reaction to, possession of, and/or use of firearms is potentially dangerous, and involves risk of serious personal injury, death, psychological trauma, and/or other personal and financial liability. By engaging Gunslinger's Guns in firearm transfer services, the Transferee voluntarily agrees to assume all risk and waive any and all claims of liability for personal injury, death, psychological trauma, and/or other personal or financial loss against Padestate LLC, dba Gunslinger's Guns, its members, officers, agents, shareholders, employees, or other affiliates.