

# JP's Tactical & Training LLC Firearm Consignment Terms and Conditions

Consignor Name:		
Consignor Address:		
Consignor Email:	Consignor Number:	
Firearm Manufacturer:	Firearm Model:	
Firearm Serial Number:	Firearm Condition:	
Price to Advertise:	Minimum Sale Price:	

## 1. Consignment Agreement:

- This agreement governs the consignment of firearms ("Firearms") by the Consignor to JP's Tactical & Training LLC ("JP's Tactical") for the purpose of sale.
- It includes identification of both parties, detailed description of each consigned firearm (including make, model, serial number, and condition), consignment period, renewal options, and signatures of both parties indicating acceptance of terms.

### 2. Commission:

- JP's Tactical charges a commission:
  - o If firearm sells: 15% of the final sale price.
  - o If firearm does not sell: 10% of the price to advertise.
- The commission covers costs such as advertising, handling, storage, administrative fees, and any applicable taxes.

### 3. Duration of Consignment:

- Firearms are consigned for an initial period of 60 days, with the option to renew upon mutual agreement.
- Consignment period extensions or early termination may be subject to negotiation between JP's Tactical and the Consignor.

### 4. Minimum Sale Price:

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• Consignors may set a minimum sale price for each firearm consigned. JP's Tactical agrees not to sell below this minimum without prior consent from the Consignor.

#### 5. Condition of the Firearms:

- Consignors are responsible for accurately describing the condition, history, and any
  modifications of each consigned firearm.
- Failure to disclose accurate information may result in the firearm being returned to the Consignor or other appropriate actions.

## 6. Storage and Insurance:

- JP's Tactical provides secure storage for consigned firearms during the consignment period.
- Storage fees, if applicable, will be communicated and agreed upon before consignment.
- Insurance coverage for theft, loss, or damage is available for an additional fee unless otherwise agreed upon in writing.

## 7. Payment Terms:

- Payment to the Consignor will be made within 30 days of the firearm's sale.
- JP's Tactical deducts the consignment commission and any agreed-upon fees from the sale proceeds before remitting payment to the Consignor.
- Payment methods will be discussed and agreed upon between the Consignor and JP's Tactical & Training.

## 8. Legal Compliance:

- Both parties agree to comply with all local, state, and federal laws and regulations governing the sale and transfer of firearms.
- JP's Tactical will conduct background checks and complete necessary paperwork (e.g., Form 4473, MSP 77R) in accordance with applicable laws.

#### 9. Withdrawal of Firearms:

- Consignors may request the withdrawal of a consigned firearm at any time, subject to 7 days' notice and any applicable fees.
- JP's Tactical reserves the right to charge a withdrawal fee equal to 10% of the price to advertise to cover administrative costs, storage, and other expenses incurred.

# 10. Getting Firearm Back to Consignor:

- Consignors must adhere to Maryland State Laws for firearm retrieval, including:
  - Compliance with Maryland laws.
  - o Handgun must be on the MD handgun roster.
  - Consignor must be at least 21 years old and possess a current HQL (Handgun Qualifying License).
  - Completion of ATF Form 4473 and MD MSP 77R form.
  - Submission to a background check conducted by the dealer through NICS.

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- Adherence to a 7-day waiting period for handgun purchases following the completion of the background check.
- Payment of all associated fees, including Maryland State Police Firearm Registration Fee (\$11) and JP's Tactical & Training consignment fee (10% of proposed price).

## 11. Dispute Resolution:

- Any disputes arising from this agreement will be resolved through mediation or arbitration, conducted in Westminster, Carroll County, Maryland.
- Both parties agree to cooperate in good faith to resolve disputes promptly.

### 12. Responsibilities for Fees and Expenses:

- Consignors are responsible for all fees associated with the consignment process, including shipping costs, background check fees, and any applicable taxes.
- JP's Tactical will communicate any additional fees or expenses incurred before proceeding with consignment.

### 13. Sale Terms:

• JP's Tactical may negotiate or finalize the sale of consigned firearms on behalf of the Consignor, including accepting offers below the listed price or negotiating terms of sale.

#### 14. Title and Transfer:

- Ownership of consigned firearms transfers to the buyer upon completion of all necessary paperwork and background checks as required by law.
- JP's Tactical will facilitate the transfer of title in accordance with legal requirements.

### 15. Indemnification:

• Both parties indemnify and hold harmless the other party from any claims, liabilities, damages, or expenses arising from the consignment agreement or the sale of consigned firearms.

#### 16. Termination Clause:

- Either party may terminate the consignment agreement with 14 days' notice in writing.
- Termination may occur due to breach of contract, failure to comply with terms, or other unforeseen circumstances.

## **Agreement Statement:**

By signing or otherwise indicate	ng my acceptance of these terms and conditions, I,
	, agree to the following:
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- 1. I understand and accept the consignment agreement with JP's Tactical & Training LLC ("JP's Tactical") for the consignment of the firearm(s) described herein.
- 2. I acknowledge that JP's Tactical will charge a commission based on the terms outlined, including percentages for both sold and unsold firearms.

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- 3. I agree to comply with the consignment duration, minimum sale price, and conditions set forth for each firearm consigned.
- 4. I confirm that I have accurately described the condition, history, and any modifications of each consigned firearm to the best of my knowledge.
- 5. I understand the storage and insurance arrangements provided by JP's Tactical and agree to any applicable fees associated with these services.
- 6. I acknowledge that payment from JP's Tactical for sold firearms will be remitted within 30 days of sale, deducting applicable commissions and fees.
- 7. I commit to adhering to all legal requirements for firearm consignment and transfer, including background checks and necessary paperwork.
- 8. I agree to the withdrawal terms specified, including notice period and associated fees.
- 9. I understand that the responsibility for all fees and expenses associated with the consignment process lies with me, including shipping, background check fees, and applicable taxes.
- 10. I agree to cooperate in good faith with JP's Tactical to resolve any disputes through mediation or arbitration as outlined.
- 11. I indemnify and hold harmless JP's Tactical, any and all owners, presidents, co-owners, employees, subcontractors and staff from any claims, liabilities, damages, or expenses arising from the consignment agreement or sale of consigned firearms.
- 12.I acknowledge that either party may terminate the consignment agreement with 14 days' notice in writing, subject to the terms and conditions specified.

By signing or otherwise indicating my acceptance of these terms and conditions, I affirm that I have read, understood, and agree to comply with all provisions set forth herein.

Consignor:	JP's Tactical & Training LLC:
Print Name:	Print Name:
Signed:	Signed:
Date:	Date:

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