

# NATIONAL SHOOTING SPORTS FOUNDATION, INC.

## PREMIUM RETAIL MEMBERSHIP TERMS

**1. Eligibility:** Premium Retail Membership is open to any storefront Type 01 and 02 federal firearms license (FFL) holders, as well as licensees predominantly engaged in the business as a dealer of firearms or pawnbroker as defined under the Gun Control Act, meeting the following eligibility requirements.

- a. Applicants must pay applicable Premium Retail Membership dues and assessments.
- b. Applicants must not be subject to any pending ATF administrative action or judicial proceeding at time of application. “Administrative action” is defined as a notice of violation, open ATF inspection, warning letters, warning conferences, license revocations, and denials of license renewal. “Judicial proceeding” is defined as civil legal proceedings challenging a final notice of license revocation. (18 U.S.C. § 923(e) and (f)).
- c. Applicants must institute the Don’t Lie for the Other Guy™ and Operation Secure Store® Programs in their stores upon approval of membership and must complete the Self-Assessment.
- d. Applicants must agree to a free NSSF FFL compliance audit upon application and implement all compliance recommendations resulting from the audit.

Premium Retail Membership is not a guarantee of legal defense funding coverage.

**2. Membership Rights & Privileges:** Premium Retail Members shall have the rights and privileges extended to them under the NSSF bylaws or, in the absence of an express bylaw provision, as may from time to time be granted to them at the sole discretion of NSSF. Neither memberships nor membership rights are transferable. Some Premium Retail Membership benefits are provided by third parties. The NSSF makes no representations or warranties regarding third parties or the continued availability of membership benefits. The NSSF shall not be responsible for any loss, damage or dispute members may have with third parties, or the usefulness of any benefits or outcome of any services provided. Members should make their own inquiries regarding the terms and conditions that apply to products or services offered by third parties. Membership does not create any express or implied agency, attorney-client, broker/insurer-insured or other relationship between NSSF and members, although information concerning member transactions with third party product and service providers may be shared with NSSF. NSSF Premium Retail Membership is not a prepaid legal services, insurance or indemnification plan.

**3. Legal Defense Fund:** Legal Defense Fund services are subject to the following additional terms and conditions, which may be amended, supplemented or repealed at any time:

- a. All decisions concerning the Legal Defense Fund, including, without limitation, eligibility, approval or denial of coverage, the selection and engagement of legal defense counsel, and the amount paid to counsel, shall be made solely by NSSF, whose decisions shall be final. NSSF shall have the exclusive right to terminate counsel at any time with or without cause.
- b. Premium Retail Members agree to cooperate fully with both NSSF and legal counsel chosen by NSSF. Services may be suspended or terminated and NSSF shall have the right to obtain reimbursement from a member for all legal defense fees and expenses paid and/or incurred in the event of non-cooperation.
- c. Premium Retail Members must be existing members in good standing prior to any known administrative action or judicial proceeding for which legal defense funding assistance is requested and must remain in good standing throughout the entire duration of the administrative action or judicial proceeding.
- d. Premium Retail Members to whom services are provided are entitled to the same rights and privileges, including the right of confidentiality, to which any other client of an attorney is entitled. NSSF shall not require Legal Defense Fund attorneys to reveal to any other persons any matters revealed to them in confidence by any member in the course of their representation without the member’s permission.
- e. Legal Defense Fund benefits are provided on a secondary excess basis. No benefits shall be provided under the Legal Defense Fund to the extent benefits are furnished to a member by any other plan, program, or policy that provides group legal services to the member or under a contract of insurance.
- f. The determination of NSSF shall be final and conclusive in connection with any dispute arising as to coverage or benefits derived from the Legal Defense Fund.
- g. NSSF is neither a law firm nor provides legal representation or legal services of any kind. Attorneys selected by NSSF are independent contractors and NSSF shall have no liability in tort, contract or otherwise to Premium Retail Members, legal defense counsel or other interested party in connection with any assistance NSSF provides.
- h. Premium Retail Members agree to participate in periodic program surveys and other continuous improvement efforts.
- i. Holders of Manufacturers and Importers Licenses please note that legal defense fund assistance is limited to ATF administrative actions and judicial proceedings related to Type 01 and Type 02 dealer and pawnbroker license compliance

activities under the Gun Control Act and does not extend to activities requiring a manufacturer or importer license. (i.e. Type 07 or 10 or Type 8 or 11). Furthermore, for holders of Type 07 or 10 or Type 08 or 11 licenses, legal defense fund assistance will only cover Type 01 and Type 02 license compliance activities.

j. Members shall be eligible to receive a lifetime maximum benefit of \$25,000 from the Legal Defense Fund if all terms and conditions are met.

**4. Term of Membership:** Premium Retail Membership is for one (1) year commencing on the date of NSSF's approval of an application. Memberships shall auto-renew annually for an additional one (1) year term unless canceled by member. The member's card on file provided at enrollment shall be billed for the renewal term.

**5. Membership Dues:** NSSF membership dues are established annually by the NSSF and may be adjusted from time to time as needed to support the operations and mission of NSSF.

**6. Conformance with Antitrust Laws:** It is NSSF policy to require that all of its trade association activities be conducted in compliance with U.S. federal and state antitrust laws. It is the responsibility of NSSF members to be aware of the types of activities that are prohibited by antitrust laws in connection with their NSSF membership. NSSF's Antitrust Policy & Guidelines are available to all NSSF members upon request. If members have specific questions relating to antitrust compliance in connection with their NSSF membership they should contact their own legal counsel.

**7. Use of NSSF Trademarks:** Members in good standing are granted the non-exclusive, non-transferable, royalty-free license to use the National Shooting Sports Foundation® registered name and "Proud Member" logo to promote their membership in the NSSF. Members agree that they will do nothing inconsistent that might harm NSSF or NSSF's ownership rights in its name and logo. Each member agrees to use NSSF's name and logo only as prescribed by NSSF and not to use the name and logo in any manner that expresses or implies, or could be construed to express or imply, that the NSSF endorses or certifies a member's products, services or opinions, or in any manner that misrepresents, or has the appearance of misrepresenting, the relationship between a member and the NSSF other than as a member-trade association relationship. Members who fail to maintain their NSSF membership must immediately discontinue any and all use of NSSF's name and logo. NSSF reserves the right to approve, deny, drop from membership, or not renew membership for non-compliance, revise, supplement, suspend or terminate membership terms, including the rights and privileges of membership, or to terminate the Premium Retail Membership Program for any reason, at any time upon reasonable notice.