



The Gun Locker Inc.

40 Peququet Parkway
Tonawanda, NY 14150
(716) 957-3030
FFL #6-16-02467

Firearm Consignment Agreement

This agreement authorizes The Gun Locker (Dealer) to offer the firearm described below for sale on behalf of its owner (Owner), subject to the prices, fees, and terms stated here. Complete all blanks before signing. Use one agreement per firearm.

1 Parties and firearm

Agreement date: _____ Inventory number: _____
Owner legal name: _____
Owner address: _____
Owner phone: _____ Email: _____
Manufacturer / importer: _____ Model: _____
Serial number: _____ Type: _____
Caliber / gauge: _____ Barrel length: _____
Condition and known defects or modifications: _____

Included accessories, magazines, case, and paperwork: _____

2 Sale price and authority

Initial asking price: \$ _____ Minimum authorized sale price: \$ _____

Dealer may advertise and accept an offer at or above the minimum authorized sale price. Any lower price requires Owner's prior written approval, including email or text retained with this agreement. Dealer may list the firearm in the shop and online. Owner retains ownership until a completed sale and authorizes Dealer to complete a lawful transfer. Owner will not separately sell or consign the firearm while this agreement is active. No sale price or sale date is guaranteed.

3 Commission and additional charges

Dealer's commission is 20% of the actual firearm selling price, with a \$50 minimum per completed sale. Commission is calculated before sales tax and excludes separately stated shipping and government transfer or background check fees. No sales commission is earned if no sale is completed.

Select how online marketplace and payment processing fees will be handled:

☐ Included in commission ☐ Deducted separately at actual cost, up to \$ _____

If neither option is selected, these fees are included in the commission. No cleaning, repair, inspection, or other optional work may be charged without Owner's prior written approval of the work and price. Buyer-paid shipping is not deducted again from Owner's proceeds. Any Owner-paid shipping or other agreed charges must be specified below.

Other authorized costs and maximum amounts, or "None": _____

4 Consignment period and cancellation

Start date: _____ End date: _____

If no end date is entered, the initial term is 90 days. The parties may extend it in writing. After expiration, Dealer will stop offering the firearm and contact Owner to arrange return unless an extension is agreed. Either party may cancel by written notice before Dealer accepts a buyer's offer. An accepted sale must be completed or resolved under its agreed terms before return. Cancellation alone does not trigger the sales commission or a cancellation penalty; approved costs already incurred remain payable.

Dealer's fee to process an unsold firearm's return: \$ 45.00, plus applicable government fees and listing fees that may have occurred. Owner acknowledges that returning a consigned firearm is a regulated transfer and requires ATF Form 4473, background check approval, identification, permits, and other federal, New York State, or local requirements. Dealer will not release it unless the transfer is lawful. If return cannot lawfully occur, the parties will arrange another lawful disposition in writing. No automatic forfeiture, storage fee, or transfer of ownership results from delayed pickup under this agreement.

5 Payment and accounting

Dealer will pay Owner within 15 business days after full payment has cleared, the buyer has lawfully received the firearm, and any agreed buyer inspection or return period has expired. Owner will receive an itemized statement showing the selling price, commission, approved deductions, and net payment. Buyer refunds made before settlement cancel or reduce the corresponding sale proceeds; an unsold firearm remains subject to this agreement. Any later refund affecting Owner's proceeds requires Owner's written agreement or a legal obligation. Sales tax collected from the buyer is not Owner's proceeds.

Net payment = firearm selling price – commission – separately authorized charges.

Payment method and payee: _____

6 Owner representations and dealer responsibilities

Owner represents that Owner lawfully owns the firearm, has authority to consign it, and has disclosed all ownership claims, known defects, damage, alterations, and relevant history. Owner will provide accurate identification and any documents required for intake and transfer. Dealer may decline or suspend a sale when legality, ownership, safety, or condition is in question and may make disclosures required by law. Handguns are to remain listed on Owner's Pistol Permit, until handgun is sold.

Dealer will use reasonable care in storage, handling, and lawful marketing. Handling, inspection, or test firing beyond ordinary intake inspection requires Owner's written authorization. This agreement does not certify the firearm as safe to fire. Dealer remains responsible for loss or damage to the extent caused by Dealer's negligence, willful misconduct, or other liability imposed by law. No insurance coverage or agreed insured value is promised by this agreement; any separate coverage commitment must be written and signed by Dealer.

7 Agreement and signatures

New York law governs, subject to controlling federal law. This agreement and any signed attachments contain the parties' agreement. Changes require written acceptance by both parties. Required legal procedures control over inconsistent terms. Each party receives a completed copy. By signing, Owner authorizes the consignment and both parties accept these terms.

Owner signature: _____ Date: _____

Dealer representative: _____ Date: _____

Printed name and title: _____