



## LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT

### LEGAL SERVICE BENEFIT AGREEMENT - MEMBER AGREEMENT

This is a contract between Lonestar Firearm Defense, LLC, a Texas Limited Liability Company (“LFD”)(also known as: “we” “us” and “our” in this contract) and the LFD Signatory Member (“Member”)(also known as “you”).

THIS LEGAL SERVICES BENEFIT AGREEMENT (“Membership Agreement”) is a contract. IT IS MADE to provide the entire understanding of the parties, pertaining to legal services provided for the MEMBER by LFD. This contract constitutes a legal agreement between the MEMBER and LFD and allows LFD to provide the Legal Services Benefit and Other Benefits specifically described herein. When you enroll as a MEMBER and pay the fees associated with being a MEMBER, you accept the terms of this contract. Additionally, by being enrolled and paying a membership fee, it also means you accept the terms of use that govern your use of the LFD website and this contract. As this contract constitutes a Legal Agreement between you and LFD; please read this Contract carefully.

#### 1. GENERAL PROVISIONS

A. Definitions. For the purposes of this Contract, the following definitions apply:

“**Applicable Law**” – means all federal, state and local laws, rules and regulations applicable to the possession or use of a Legal Weapon or Illegal Weapon, Use of Weapon Incident, or the Legal Services Benefit and Other Benefits provided under this Contract.

“**Contracting Attorney**” – means a licensed attorney with whom we contract to provide the Legal Services Benefit under this Contract.

“**Facilitate**” or “**Facilitation**” – means coordinating the obtaining of benefits from federal, state or local governmental entities via phone, fax or email on behalf of a Member involved in a Use of Weapon Incident. Facilitation of benefits by us does not guarantee an award of any benefits from any government entity. A Member’s failure to assist us in any Facilitation will waive the Member’s right to claim benefits that require Facilitation by us.

“**Firearm**” – means a weapon designed to expel a projectile, as defined by Applicable Law which a Member Legally Possesses at the time and place of a Use of Weapon Incident.

“**Illegal Weapon**” means any object recognized by Applicable Law as illegal to possess or use.

“**Legally Possesses**” – means possession that is in strict compliance with Applicable Law.

“**Legal Services Benefit**” – means legal services described below and provided by a Contracting Criminal or Civil Attorney to a Member arising from a Use of Weapon Incident.



## LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT

**“Legal Weapon”** means a weapon that is recognized by Applicable Law as legal to possess or use. For the purposes of this Agreement, a Legal Weapon does not include any part of the human body, such as head, fingers, hands, fists, elbows, knees, legs, feet or toes.

**“Member”** – If your subscription hereunder is for an individual plan, Member means the Member who purchased the Contract. If your subscription is for a premium family plan, then Member means the Member who paid for membership, the Member’s spouse, and any minor children under the age of eighteen years who are permanent residents in the Member’s home at the time of a Use of Weapon Incident. It also means: the individual listed in our records on the Effective Date of this contract AND at the time of a Use of Weapon Incident.

**“Other Benefits”** – means the other benefits described in Section 2.3 below.

**“Physical Force”** – means force delivered between two persons that touch each other, but force that does not involve a Legal or Illegal Weapon. An example would be a “punch” or “physical push” using hands or feet and nothing else.

**“Self-Defense”** – means an act of self-defense as defined by Applicable State Law in a Use of Weapon Incident involving a member. It will arise out of immediate fear of severe bodily injury or death, according to Applicable State Law.

**“Use of Weapon Incident”** or **“Incident”** – means any incident where a Member either displays or utilizes a Firearm, or any Legal Weapon including a Firearm, for the purpose of using that legal weapon to protect the Member when the threat of serious bodily harm to a Member or others, or the protection of Member’s lawfully owned or possessed property occurs; but only to the extent the use of the Legal Weapon in that manner is allowed by Applicable Law. A Use of Weapon Incident does not include any event or incident caused by the application or use of Physical Force.

### B. Acceptance as a Member.

1. Right of Refusal. LFD reserves the right to accept or refuse any Member’s right to benefits in this Membership Agreement. We will give you written notice of our acceptance or rejection of your application.

2. Effective Date. The Effective Date for this Membership Agreement, and a person becoming a Member, shall be at the time the Member’s subscription hereunder has been accepted and approved by LFD in writing and the applicable fees associated with membership have been paid to LFD; in accordance with the payment terms prescribed by us. Note that the Member has no deductibles or copayments under this Contract. **This Agreement is not an insurance contract.**

### 3. Subrogation Rights.



## LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT

All subrogation rights, whether in equity or law, are retained by LFD. This, if LFD chooses to exercise its subrogation rights, you agree to cooperate fully with LFD in the processing or prosecuting of these subrogation rights.

### 2. LEGAL SERVICES BENEFIT AND OTHER BENEFITS

The following Legal Services Benefit and Other Benefits will be provided to a Member in the event a Use of Weapon Incident occurs in the state the Member is a resident, and other states to the extent allowed by Applicable Law, during the term of this Contract. A request for Legal Services may be initiated by calling our office at **1-888-341-5556** or by email to [members@firearmslegal.com](mailto:members@firearmslegal.com). **A Request for Legal Services must be made within the first 48 hours of a Use of Weapon Incident.**

#### A. Legal Services.

1. LFD agreed to provide a Member the Legal Services Benefit described in this Membership Agreement, Section 2, by a Contracting Attorney for a criminal investigation or proceeding, or civil lawsuit, arising from a Use of Weapon Incident.

2. This legal representation shall extend to and include a trial on the merits in a court or tribunal of competent jurisdiction. This Legal Service Benefit pays the legal fees of the Contracting Attorney up to the amount agreed to by the member benefit purchased. The Legal Service Benefit does not include court costs, court reporter fees or other fees, costs or expenses. Additionally, it does not include appeal of a trial court's judgment nor any legal fees or other costs associated with an appeal. Nothing in this Contract shall be construed to limit the right of a Member to retain, at his or her own expense, an additional attorney to advise or represent the Member; should the Member decide to do so.

3. Single-State Coverage. This legal representation and the Legal Services Benefit shall, unless otherwise added with the additional benefits of a Premium Member, discussed in "C. Other Benefits" below, apply only to the Member in his or her home State, to the extent allowed by Applicable Law in that state the Member is a resident, during the term of this Contract.

#### B. Legal Services Hotline.

1. Call Immediately If Possible. A Member should call the legal services hotline in the event of a Use of Weapon Incident for legal advice by a Contracting Attorney following a



## LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT

Use of Weapon Incident. That emergency legal services hotline is **1-888-341-5556**. That Legal Services Hotline number is only to be used in the event of a Use of Weapon Incident by a Member; and not to be used for any other purpose. Should you call this number when it is not a Use of Weapon Incident, your credit card or alternative method of payment may be charged and, if so, you agree to pay us \$50.00; remember this is if you or any Member contact the legal services hotline for any reason other than a Use of Weapon Incident by a Member. For General Questions, please call the Office Number. The Office Number is: **1-888-852-0761**.

2. Important. Do not call the legal services hotline from a phone with a blocked number, as it will be more difficult to verify you as a Member; and, should the call be interrupted by a phone or provider issue, we may not be able to call you back. Note also, that an Emergency Call Must be Made within 48 hours of a Use of Weapon Incident.

### C. Other, Additional, Member Benefits.

In the event of a Use of Weapon Incident, the following Other Benefits may be available if a Member chooses a Premium Membership or Premium Family Membership; with additional consideration paid for by the Primary Member for that plan:

#### 1. Multi-state Coverage

We will extend the Legal Services Benefit and Other Benefits to the Member in other states to the extent allowed by Applicable Law in the event a Use of Weapon Incident occurs outside of the state the Member is a resident, during the term of this Contract. All other Limitations and Exclusions contained in the Contract are applicable.

#### 2. Bail Bond.

We will pay the premium for a bail bond from a licensed bail bond service for a bail bond with a face value up to \$250,000. The Member will be responsible for meeting all other requirements to obtain a bond, including requirements for a bond of any larger size. Neither LFD nor the Contracting Attorney agrees to act as surety for the Member.

#### 3. Lost Wages.

We will Facilitate on your behalf any claim or request for the payment to a Member of wages that the Member lost arising out of the time that a Member is required by a court or tribunal to attend trial regarding a Use of Weapon Incident. The Member must provide proof of lost wages. If we are unable to Facilitate such a benefit, then we will pay the Member up to \$300 a day for lost wages, up to a maximum of \$1,200.00.

#### 4. Incident Scene Clean Up.



## **LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT**

We will Facilitate on your behalf the clean up of any biological hazards (i) at a Member's place of residence if the residence was the scene of a Use of Weapon Incident, or (ii) away from a Member's residence if the Member is legally responsible for cleaning up biological hazards at the scene of a Use of Weapon Incident. If we are unable to Facilitate such a benefit, then we will pay on behalf of the Member for the reasonable and necessary cleaning of biological hazards at a Use of Weapon Incident up to a maximum of \$1,500.00.

### **5. Confiscation of Your Firearm Reimbursement.**

In the event a Member's Firearm is confiscated by law enforcement as a result of Use of Weapon Incident, LFD will pay for a replacement Firearm up to \$1,000. To obtain this benefit, the Member must first take all necessary steps under Applicable Law to seek recovery of the Firearm in a timely manner. If it becomes reasonably apparent that the Firearm will not be returned by the authorities within one year of the Use of Weapon Incident, we will pay the Member the fair market value of the confiscated Firearm at the time of confiscation up to a maximum of \$1,000.00, excluding custom modifications and accessories. We will not pay for a Member's costs, fees or expenses expended to recover the Firearm.

### **6. Expert Witness/Investigator Benefit.**

If the Contracting Attorney determines a necessity for an expert witness or investigator, we will pay up to a total of \$5,000 towards expert witness fees and expenses in the event any Court is requested, but fails to authorize a grant, benefit or award resulting in any Federal, State or Local government funding of expert witness fees and expenses pursuant to Applicable Law concerning the Expert Benefits.

a. The Contracting Attorney LFD authorizes, will have authority to request from the court Expert Benefits on the Member's behalf, and shall submit or request Expert Benefits during the course of the Member's representation in accordance with local practice and procedure. After such request, and if the determination of a Court denying Federal, State or Local government Expert Benefits must be provided to us prior to any payments from us for this Benefit. The Contracting Attorney will engage the expert witness or investigator pursuant to standard terms of engagement we will provide and be selected from our list of approved providers.

b. The expert witness fees, costs and expenses covered hereunder are exclusively for an expert to testify in his or her area of expertise to allow the finder of fact to determine the reasonableness and justification of the Use of Weapon Incident by the Member under Applicable Law. The Member may employ any other expert witness or investigator the Member may want; however, the Member will be responsible for the corresponding fees, costs and expenses of any expert or fees incurred by a non-provided expert.



## LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT

### 7. Counseling Benefit

If requested by the Member involved in a Use of Weapon Incident or the Member's Contracting Attorney, we will Facilitate mental health counseling services for the Member in regard to the Member's involvement in a Use of Weapon Incident. If we are unable to Facilitate such a benefit, then we will pay for the Member's requested mental health counseling services up to \$125 per counseling session, subject to a maximum benefit for all Members of \$1,250.00, for a total of no more than ten (10) visits. All mental health counseling services must be performed by a licensed psychiatrist, psychologist or social worker. No benefits are provided for any other medical or counseling services, including medications.

### 8. Information and Materials.

Each Member will be provided with a membership card noting the legal services hotline telephone number, and an identifying number unique to each Member. Such membership card will also provide our business telephone number, and e-mail address(es). We may, in our discretion, also provide you, at no cost to you, information on topics affecting Firearm Laws and Other Educational Materials; we may do this by mail or email.

## 3. LIMITATIONS AND EXCLUSIONS

### A. Time of Incident.

No Legal Services Benefit or Other Benefits for any Use of Weapon Incident that occurs prior to the applicable Effective Date or after termination of this Contract are provided by this Contract. You have to be a Member to receive any Member Benefits.

### B. Excluded Conduct.

This Contract and Membership provides **no benefits** for any conduct by a Member, **unless** such conduct is directly related to a Use of Weapon Incident by the Member. Further, this Contract and Membership provides **no benefits** for any conduct by a Member:

1. For a Use of Weapon Incident by a Member that occurs during, arises out of, or is incident to the commission of any crime or unlawful activity by such Member;
2. For a Use of Weapon Incident in any location where possession of a Firearm is prohibited by Applicable Law;
3. For Use of Physical Force;
4. For any Use of Weapon Incident that includes negligent or unintended discharges or displays of a Firearm;
5. For a Use of Weapons Incident reported more than 48 hours after it occurs; or



## **LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT**

6. For a Use of Weapon Incident that occurs when the Member is intoxicated, under Applicable State Law.

**C. Commercial Use Excluded.**

This Membership Agreement does not provide any Legal Services Benefit or Other Benefits for a Use of Weapon Incident related to a Member's scope of employment or work, including, but not limited to work as a peace officer, security guard or private investigator. The Contract will provide the Legal Services Benefit or Other Benefits to peace officers, security guards and private investigators who have a Use of Weapon Incident that is not related to their work or employment.

**D. Family Violence Not Specifically Excluded.**

This Membership does not specifically exclude a Legal Services Benefit or Other Benefits for any incident, including but not limited to a criminal investigation or prosecution, arising from the Use of Weapon by a Member against that Member's current or former family member, household or dating relationship as defined by Applicable State Law.

**E. Appeals Are Excluded.**

This Membership Agreement does not provide Legal Services Benefit or Other Benefits for any criminal or civil appeals in any courts of appeal or other tribunal.

**F. Costs & Fee Exclusion.**

This Membership Agreement only provides for the Legal Services Benefit and Other Benefits specified herein. It does not provide payment or indemnification for court costs, court reporter fees or costs, videography, civil or criminal penalties and fines, sanctions, polygraphs, filing fees, transcription, records cost or other costs, fees or expenses. This Contract does not provide for the payment of a Member's costs, fees or expenses regarding efforts to recover a Firearm.

#### **4. MEMBER REQUIREMENTS**

Members must comply with the following provisions to obtain any services or benefits under this Contract:

**A. Notice within Forty-Eight (48) Hours.**

To obtain any services or benefits, a Member must notify LSD of a Use of Weapon Incident within forty-eight (48) hours. Failure to notify us within this timeframe will relieve us of any and all obligation to provide a Legal Service Benefit or Other Benefits.

**B. Cooperation and Assistance.**





## **LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT**

A Member must fully cooperate with the Contracting Attorney in the Member's defense at all times. A Member must inform the Contracting Attorney of any notification or service of process issue(s) in a timely manner, but no later than 48 hours after receipt. A Member must be honest in his or her communications with the Contracting Attorney.

### **C. Meetings, Court Dates, and Appearances.**

A Member must keep all appointments with the Contracting Attorney and, if an unexpected event occurs that prevents keeping an appointment, the Member must immediately notify the Contracting Attorney. In addition, a Member must attend any and all court hearings, court dates, and other official appearances in connection with criminal charges or a civil action brought in connection with a Use of Weapon Incident.

### **D. Address Changes.**

You must promptly inform LFD and, the Contracting Attorney that has been assigned, of all changes in your home address, e-mail address and telephone number. Failure to notify us of these changes may affect your case.

## **5. TERM, PAYMENT, RENEWAL AND TERMINATION**

### **A. Term of This Contract.**

This Contract shall be for a term of one year from the Effective Date and will renew for successive one year terms unless terminated sooner.

### **B. Billing and Payment of Fees.**

For us to approve and accept you as a Primary Member under this Contract, your valid credit card information is required at the time of purchase. You will be charged in accordance with the billing terms in effect at that time. You may pay the annual fee in advance or pay on a monthly basis, and your credit card will be charged accordingly. If you add family members after the initial Effective Date, the associated costs and fees will be prorated and charged for the remaining term. If you do not make a monthly payment or the required payment on automatic renewal, you will have a grace period of thirty-one (31) days to make that payment.

### **C. Automatic Renewal Unless Terminated.**

Unless terminated by you or us, this Contract will renew automatically at the end of the initial one year term and at the end of each one year term thereafter. You will be charged in accordance with the billing terms in effect at the time of renewal.

### **D. Cost and Fee Adjustments.**

We may change the cost and fees this Contract at the end of its one year term.





## **LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT**

If you attended a class or presentation that provided for a “price lock” on your membership fee, there will be no increases to your costs or fees for the prescribed “price lock” term.

### **E. Termination by Member.**

1. A Member may elect to terminate this Agreement at any time. Failure to pay on the part of the Member will also terminate the contract. Please notify LFD by email or fax or phone or by writing LFD if you desire to terminate membership.

2. A Member may terminate this contract within seven (7) days of the date a Member receives this Membership Agreement. Any monies paid hereunder by a Member and received by LFD will be refunded to the Member. This is provided that the Member has not sought or received a Legal Service Benefit or Other Benefits specified in Section 2, above, at any time during the term of this Membership Agreement prior to termination. If terminated in this manner, the Membership Agreement will then be void from the beginning as if it had never been entered into with no duty or obligation owing from either you or us.

3. A Member may remove family members from this Membership Agreement by giving LFD thirty-one (31) days’ advance written notice. Any unearned costs or fees paid hereunder by you and received by us will be refunded to you on a prorated basis.

4. Note that LFD is not required to provide notice of cancellation for non-payment or non-cooperation by the Member. In the event of cancellation or termination of Membership by either the Member or LFD, this Membership Agreement will cancel on the effective date of termination and shall have no further force or effect. Caveat, unless LFD is required to provide a Legal Services Benefits or Other Benefits for a pending Use of Weapon Incident.

### **F. Termination by LFD.**

1. LFD may terminate this Contract at any time by giving you not less than five (5) days’ written notice to the home address or email address of record for your account. In that event, LFD will refund any unearned costs or fees paid by you and received by us on a pro rata basis. Provided however, if we terminate this Contract while a Legal Services Benefits or Other Benefits for a Use of Weapon Incident are pending, we will continue to provide and pay for those benefits for that Use of Weapon Incident. Notwithstanding the prior sentence, we may terminate this Contract immediately, with no further obligation of LFD, if you materially fail to cooperate with the Contracting Attorney.



## **LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT**

2. LFD not required to give notice of cancellation if the Contract is canceled because of nonpayment, a material misrepresentation by the Member to LFD, or a substantial breach of a duty by the Member.

3. This Membership Agreement will not be effective until the fees are processed with a valid credit card. If you fail to make any payment to us promptly when due, including but not limited to, a monthly payment or payment to automatically renew, this Contract will terminate as of the payment due date. Note that a Member will have a grace period of thirty-one (31) days to make the required payment. If a Member makes the required payment within that time, LFD will reinstate this Contract as of the original payment due date.

### **6. MISCELLANEOUS PROVISIONS**

#### **A. Coverage Territory.**

The Legal Service Benefit and other benefits as applicable under this Contract are available only for a Use of Weapon Incident by a Member in the state in which the Member is a resident unless Member has a Premium Membership.

#### **B. Notices.**

1. If you are required to give us written notice under this Membership Agreement, you may provide this by e-mail to [members@lonestar.com](mailto:members@lonestar.com); or by U.S. Mail to Firearms Legal Protection, LLC, 13455 Noel Road, Suite 2100, Dallas, Texas 75240. These notices will be effective upon receipt by us.

2. If we are required to give you written notice under this Membership Agreement, we can send it by U.S. Mail to your home address or e-mail address we have on record for your account. These notices will be effective when sent by LFD.

#### **C. Contracting Attorneys.**

Contracting Attorneys providing professional services for Members under the terms of this Contract are not agents or employees of LFD. Any Contracting Attorney who renders professional services to you under this Contract is required to maintain the attorney-client relationship with the Member, and is solely responsible to the Member for all professional services provided. It is within the discretion of the Member and the Contracting Attorney to determine how claims or defenses pertaining to a Use of Weapon Incident by a Member are to be handled. LFD will not influence or attempt to affect the rendering of a professional service of the Contracting Attorney. Neither LFD nor the Contracting Attorney can guarantee the outcome of any legal proceeding.



## **LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT**

### **D. Waiver.**

Both the Member and LFD waive the right to seek punitive, treble, exemplary or consequential damages for any claim arising out of this Contract.

### **E. Complaints and Grievances/ARBITRATION REQUIRED.**

If a Member has a complaint or grievance arising out of this Contract, the Member shall call our Customer Service Center or send us an e-mail to tell us about this. The Member and LFD will cooperate in good faith to resolve the dispute. If the dispute cannot be resolved by this method, within thirty (30) days of Members' notice to LFD hereunder, the parties agree to jointly select and pay a mediator to help resolve it. If no timely resolution of the dispute occurs through mediation, the dispute shall be resolved by binding arbitration to be held in Dallas County, Texas, and administered by the American Arbitration Association with one arbitrator in accordance with its Consumer Arbitration Rules. Any party may demand the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **YOU WAIVE THE RIGHT TO PROCEED WITH ARBITRATION IN THE NATURE OF A CLASS ACTION OR A CLASS-WIDE ARBITRATION, AND EXPRESSLY WAIVE THE RIGHT TO PROCEED IN ANY COURT ON A CLASS BASIS OR CLASS ACTION BASIS.**

### **F. Not Insurance.**

This Membership Agreement is not insurance. It is not a contract of insurance or indemnification of any kind. LFD is not an insurance company. LFD is not a law firm. LFD does not provide any Legal Services. Only an attorney can provide Legal Services.

### **G. Repayment Rights.**

In the event of any material breach of this Contract by you, you agrees to repay us any and all amounts paid by us on your behalf within ten (10) days of written demand from us to you. If you fails to repay any amounts demanded hereunder, LFD may exercise all rights and remedies available at law or in equity including seeking the recovery of reasonable attorney's fees and costs.

### **H. Insurance Coverage-Other Sources.**

In the event a Member has insurance or other coverage or benefits such as employer, union or association provided benefits that provide coverage or other benefit to pay for services identical or substantially similar to the Legal Services Benefit or Other Benefits described herein, that coverage or other benefit shall be primary and the payments for the Legal Services Benefit and Other Benefits hereunder shall be excess of and secondary thereto. You agree to provide us information about any such coverage or benefits that we reasonably request, including copies of



## **LONESTAR FIREARM DEFENSE LEGAL SERVICES BENEFIT MEMBER AGREEMENT**

any applicable insurance policies, and assist us in the event of an attempt to recover such benefits. LFD will be entitled to seek a recovery from any potential source of any funds in order to recoup amounts we spent on a Member's behalf under this Contract.

**I. Contract Not Assignable and the Member is Bound.**

Each Member afforded benefits under this Contract is bound by the terms of this Contract. This Contract and the Legal Services and Other Benefits provided hereunder are not assignable by you or any other Member.

**J. Entire Agreement.**

This Membership Agreement contains the entire agreement between you and LFD.

**K. Changes to This Membership Agreement.**

No changes to this Membership Agreement are valid until the change has been approved by an executive officer of LFD and endorsed or attached to this Membership Agreement.

**THIS LEGAL SERVICE CONTRACT IS NOT AN INSURANCE CONTRACT. YOU MAY CONTACT LONESTAR FIREARM DEFENSE, LLC AT:**

11300 N. Central Expressway, Suite 370  
Dallas, TX 75243  
**1-214-272-3550**

OFFICE Office Hours: 8am-5pm - Central Standard Time  
[members@lonestarfiredarmdefense.com](mailto:members@lonestarfiredarmdefense.com)

[www.lonestarfiredarmdefense.com](http://www.lonestarfiredarmdefense.com)