

# LFI Gunsmith Customer Information

## TERMS & CONDITIONS

This agreement is between LFI Shooting Sports ("LFI") and the customer identified below ("Customer"):

1. All firearms delivered for gunsmithing must be unloaded, in a safe condition, and free of hazardous defects. By dropping off a firearm for an initial consult or service, a minimum processing fee of \$35 will be charged, regardless of any services rendered.
2. LFI will use reasonable efforts to maintain a high-quality gunsmithing service. LFI strives to keep gunsmith services available during all posted times; however, LFI does not guarantee uninterrupted access. Gunsmith services may be unavailable from time to time due to maintenance, upgrades, technical issues, or unforeseen circumstances beyond LFI's control. LFI reserves the right to suspend, limit, or discontinue gunsmith services at any time without prior notice. LFI accepts no liability for damage due to the gunsmithing of a firearm without special care instructions. LFI reserves the right to refuse to service any firearm at any time.
3. LFI is not liable for a) pre-existing damages to or defects in any firearm; or b) any damages that occur to the firearm during normal disassembly, reassembly, cleaning, repair, and modification of the firearm. Customer acknowledges that the firearm might be damaged internally, although such firearm appears to the Customer to operate properly. LFI takes reasonable care in gunsmithing firearms and uses proper tools and equipment, however, despite such reasonable care, damages can occur during the disassembly, reassembly, cleaning, repair, and modification of firearms. Customer consents to LFI disassembling, reassembling, cleaning, repairing, and modifying the firearm in any manner LFI deems best, in its reasonable discretion. With regard to firearms with special surface coatings, LFI will not be responsible for any peeling, fading, or removal in any way of such coatings, including, but not limited to, paint, wraps, Cerakotings, Duracoatings, bluing, or similar coatings.
4. Customer must be the sole person to take possession of their firearms. A driver's license is required and must match for drop off and pickup.
5. Before leaving the store, Customer must carefully inspect the Customer's firearm to assure that such firearm is properly assembled, in good working order, and free of damage. LFI will not be responsible for any claim that a firearm is damaged, inoperable, or reassembled improperly unless reported to LFI within twenty-four (24) hours of the Customer leaving the store.
6. Customer agrees to pay for all parts, labor, and service fees before any firearms, or any associated items, will be returned. If additional gunsmith work is necessary, Customer authorizes additional charges up to \$65 above the initial total. If additional work exceeds \$65, Customer will be notified before the gunsmith proceeds. All sales are final.
7. Customer will be notified by phone and be expected to pick up their firearms within 30 days of completion. LFI is not responsible for firearms left in our store for over thirty (30) days. Any firearm left at LFI for more than thirty (30) days will be assessed a \$10/day storage fee to be paid when the Customer picks up the firearm. Customer hereby grants LFI the right to withhold the Customer's firearms until payment is made for any excess storage charges. After 90 days, the firearm will be deemed abandoned and will become LFI property.
8. LFI's general liability shall be limited to the general money damages in a maximum amount not to exceed the amount paid for the gunsmithing service. This liability shall be the extent of LFI's liability regardless of the form in which and legal or equitable action may be brought and the foregoing shall constitute Customer's exclusive remedy. In no event will LFI be held liable for, and Customer hereby expressly waives, any consequential, special, incidental, and exemplary damages. LFI hereby disclaims all warranties, express of implied, with respect to the services rendered hereunder.
9. This Agreement shall be governed by Colorado law, without reference to its choice of law rules. Any lawsuit involving a dispute arising between LFI and the Customer may only be brought in Morgan County, Colorado. LFI and Customer hereby irrevocably consent to the exercise of personal jurisdiction and venue by any such court with respect to any such proceeding.

CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS LFI SHOOTING SPORTS (LFI), ITS OFFICERS, MEMBERS, PARTNERS, EMPLOYERS, AGENTS, AND OTHER REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF, OR FOR DAMAGES TO ANY PROPERTY RELATED TO OR ARISING OUT OF ANY FIREARM DELIVERED TO LFI IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY LFI'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF LFI AND ANY OTHER PERSON OR ENTITY.

I hereby do acknowledge that I have read the Agreement, understand its terms and conditions, and agree to be bound by said terms and conditions.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Full Name:** \_\_\_\_\_

*First*

*Middle*

*Last*

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_