

Gun Show Liability Application for Coverage



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The insurance coverage provided by this insurance policy is limited to your liability arising out of your occupation as a gun show promoter.

There is no coverage for liability other than directly arising from the NRA Endorsed Member Benefits approved gun shows listed in this application. The limit of liability provided by your policy is inclusive of all costs and expenses associated with any claim(s) made against you.

Full Name: _____

Mailing Address: _____

City _____ **State** _____ **ZIP** _____

Telephone # _____ **Fax #** _____ **Email** _____

Applicant: Individual Partnership Corporation

Is electronic delivery of policy documents acceptable: Yes No, please mail me a paper copy of my policy documents.

1. Please complete all the following questions. If any answer is no you must provide a detailed explanation on a separate sheet. All questions must be answered.

| | | | |
|----|--|------------------------------|-----------------------------|
| a. | Is the sale or service of alcohol prohibited at these shows? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. | Is the display or storage of black powder prohibited at these shows? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. | Are vendors prohibited from displaying or storing more than 5 pounds of Pyrodex at these shows? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. | Are loaded firearms, magazines or clips prohibited on the premises for anyone other than police, law enforcement or hired security? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e. | Are vendors required to keep all guns unloaded and tied in a manner to prevent firing, including removal of the magazines? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f. | Do you require that all firearms brought on the premises by the public are checked at the door to confirm they are not loaded, that they are tied in a manner to prevent firing, and that magazines are removed and unloaded? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g. | Do you prohibit any firing of firearms on the premises? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| h. | Other than police, law enforcement, or hired security, are concealed weapons prohibited for anyone without a concealed carry permit? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. | Do you require that all ammunition remain in sealed containers? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| j. | Do you prohibit gunsmith or reloading work during shows? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| k. | Do you employ security guards to ensure each guest is in compliance with the above listed requirements and relevant state and federal requirements at all times? If yes, please indicate type of security personnel used: <input type="checkbox"/> Hired Guards <input type="checkbox"/> Volunteer Guards | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| l. | Do you prohibit the display or sales of any illegal firearms or ammunition? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| m. | Do you require a certificate of insurance from each exhibitor or lessee of at least \$1,000,000 and are you an additional named insured under that coverage? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| n. | Are you insured by, or are you a member of, any organization that has coverage provided by NRA Endorsed Member Benefits? If yes, please indicate which program, the name of the insured and the certificate number(s). | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

2. Please provide details of all prior experience of the named insured in gun show promotion.

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3. List all claim information, or incidents, which may become a claim, involving any gun shows you have been associated with as a promoter for the past 5 years. Please include name of claimant, total claimed amount, description of all claim circumstances, date of loss for each claim and any other pertinent information. No claims or losses

Calculate Your Premium Cost

| | | |
|--|--|-----|
| 4. Premium Calculation: premium shown is per show for limits of \$1,000,000 per show, \$2,000,000 annual aggregate all shows, and is fully earned at inception. | | |
| # Shows up to 150 tables at each show | x \$300 = | \$ |
| # Shows 151 to 500 tables at each show | x \$600 = | \$ |
| # Shows 501 to 750 tables at each show | x \$900 = | \$ |
| # Shows 751 to 1,000 tables at each show | x \$1200 = | \$ |
| # Shows 1,001 to 2,000 tables at each show | x \$2,000= | \$ |
| Additional Insured Certificates: (one per show, no charge) \$25 each. | x \$25= | \$ |
| Sub Total | | \$ |
| Optional Certified Acts of Terrorism Coverage <input type="checkbox"/> I hereby elect to purchase coverage for acts of terrorism <input type="checkbox"/> I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism. (Refer to enclosed notice LMA9104 for additional information) | Sub Total x 5% (subject to \$100 minimum additional charge) | \$ |
| Total Premium (Fully Earned at Policy Inception) | | \$ |
| Program Administrator Service Charge * Program Administrator Service Charge=\$35 in FL, \$50 in MI, \$100 in MT, \$115 All other States | | \$* |
| State Tax (See Chart Below) | | \$ |
| NRA New Member Dues (If your club does not have a current NRA Affiliation #, Add \$40) | | \$ |
| Total Amount Due | | \$ |
| Note: # Shows of 2,001 and greater tables at each show will be quoted separately upon receipt of this application. | | |

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State Tax Rates

(To determine the tax amount, multiply the **SUM** of the Total Premium and the Program Administrator Service Charge by the percentage below)

| | | | | | | | | |
|------------|------------|-----------|------------|------------|------------|------------|-------------|------------|
| AL - 6% | CT - 4% | IA - 1% | LA - 4.85% | MS - 7.25% | NJ - 5% | OK - 6% | TN - 5.175% | WV - 4.55% |
| AK - 3.7% | DE - 3% | ID - 2% | ME - 3% | MO - 5% | NM - 3% | OR - 2.3%* | TX - 5% | WI - 3% |
| AZ - 3.2% | DC - 2% | IL - 3.7% | MD - 3% | MT - 2.75% | NY - 3.78% | PA - 3%* | UT - 4.4% | WY - 3.18% |
| AR - 4% | FL - 5.15% | IN - 2.5% | MA - 4% | NE - 3% | NC - 5.4% | RI - 4% | VT - 3% | |
| CA - 3.20% | GA - 4% | KS - 6% | MI - 2.5% | NV - 3.9% | ND - 1.75% | SC - 6% | VA - 2.28% | |
| CO - 3% | HI - 4.68% | KY - 9% | MN - 3.06% | NH - 3% | OH - 5% | SD - 2.68% | WA - 2.10% | |

Additional State Fees: please add to Total Premium above: OR - \$15; PA - \$25

5. Please provide a list of all shows to be covered. Be sure to list all shows planned for the next twelve months. **ONLY THE SHOWS APPROVED BY THE NRA ENDORSED INSURANCE PROGRAM WILL BE COVERED.**

(Please make additional copies of this sheet as needed.)

| | | |
|--------------------------|------------------|---|
| Show # | | Date: |
| Name: | | # Tables: |
| Location: | | |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | | |
|--------------------------|------------------|---|
| Show # | | Date: |
| Name: | | # Tables: |
| Location: | | |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | |
|---------------|--------------|
| Show # | Date: |
|---------------|--------------|

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| | | |
|--------------------------|------------------|---|
| Name: | | # Tables: |
| Location: | | |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Additional Insured Name: | | |
| Address: | | |
| Fax | NRA Membership # | Issue Certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No |

This quotation is provided with the understanding that all ammunition will remain in sealed containers during all insured gun shows, and that the following actions or activities are prohibited at all insured gun shows unless specifically approved in writing by the Company:

- Sale or service of alcohol
- Presence of loaded firearms
- Gunsmith or reloading work during shows
- Display or storage of black powder
- Display or sales of any illegal firearms or ammunition
- Display or storage of more than 5 pounds of Pyrodex
- Concealed weapons on the premises with or without concealed carry permits for anyone other than police, law enforcement or hired security
- Magazines or clips on the premises for anyone other than police law enforcement or hired security

Please note that the Gun Show Coverage Form specifically excludes all “occurrences” from any action or activity described above or any “occurrences” from exposures that were misrepresented within this application.

Signing of this new application does not bind the company to offer, nor the applicant to accept, this insurance. It is agreed that this new application shall be the basis of the insurance should a policy be issued and the insurance shall be limited to claims arising from of the applicant’s activities as a gun show promoter.

I/we warrant that the preceding answers are true and that all local, state and federal laws and regulations are followed at all shows at all times. I also understand that it is not a violation of this warranty if i make my best effort(s) at all times to enforce all applicable regulations and guidelines but through the negligence of a vendor or other party and not the negligence of myself, injury or damage is caused to a third party.

With your signature below and the payment of premium, you acknowledge your approval of the placement of your insurance coverage with the insurance company(ies) shown below and your understanding that the current A.M. Best Rating of each such company is as shown below. Lockton Affinity, LLC has not performed an independent analysis and as such, cannot guarantee or make any representations in regard to, and expressly disclaims responsibility for, the financial condition of any insurance companies with which we place business. Any rating information contained in this document has been obtained by a third-party rating agency, and we do not represent or warrant its accuracy. Please refer to www.AMBest.com for the latest information.

With the signature below and by submission of an order to bind coverage, Client consents and agrees to Lockton’s ability to receive the compensation outlined in the attached Services and Compensation Summary under all circumstances. Client understands that this consent and agreement shall continue and apply to each

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renewal upon payment by Client of a renewal invoice which will disclose any charges applicable to that renewal.

This is an application for Gun Show Liability Insurance Coverage Only. Other Types of Insurance are available such as General Liability, Auto, Property, Crime and Workers Compensation Insurance. We recommend you review all your insurance needs. Please contact your Client Solutions Representative if you are interested in a quotation for additional coverages or limits.

Please refer to the policies for complete terms, conditions, limitations, definitions, and exclusions that will apply in the event of a loss. A specimen copy of policy forms is available upon request. If there is any conflict between the policy and the descriptions of coverage provided herein, the provisions of your policy shall prevail. With the signature below you acknowledge that you have read and understand the various terms, conditions, notices and advisories of this application.

Insurance Carrier: Certain Underwriters at Lloyd's, London

A.M. Best Rating: "A" - Excellent

Signature (First Named Insured)

Date

Printed Name

The first named insured must sign this application for coverage to be afforded.

Send completed form and premium payment to:

NRA Endorsed Member Benefits
PO Box 874952
Kansas City, MO 64187-4952

1.877.672.3006, Option 3
Info@MyNRAInsurance.com

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Overview of Coverage Protection for Scheduled Gun Shows CGL Limited Coverage

Insurer: Certain Underwriters at Lloyd's, London

| Location # | Coverage | Limit of Insurance | Deductible | |
|------------------------------------|---|--------------------|------------|------|
| All | Coverage A. Gun Show Liability Any and All Occurrences Each Insured Gun Show Limit For Bodily Injury and Property Damage Liability | \$1,000,000 | None | |
| | Coverage B. Gun Show Premises Medical Payments Each Person | \$1,000 | | |
| | Each Occurrence | \$10,000 | | |
| | Emergency Transportation Each Person/ Each Occurrence | \$500 | | |
| | Coverage C. Fire Legal Liability Each Occurrence | \$300,000 | | |
| | Annual Aggregate | \$300,000 | | |
| | Policy Aggregate Limit and for all Gun Shows Combined | \$2,000,000 | | |
| | Defense | Inside the Limit | | |
| | Hired Auto and Non-Owned Auto Liability | NOT QUOTED | | None |
| | Blanket additional Insured by Contract | NOT QUOTED | | None |
| Employees of Named Insured | Included as an insured with respect to liability arising from your Scheduled Gun Show activities | None | | |
| Volunteer Workers of Named Insured | Included as an insured with respect to liability arising from your Scheduled Gun Show activities | None | | |

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Notice to Applicant for Insurance Fraud Warning

This notice is part of your application for commercial insurance. For your protection various state laws require the following notice:

General Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and [New York: substantial] civil penalties. (Not applicable in Colorado, the District of Columbia, Florida, Hawaii, Kansas, Massachusetts, Minnesota, Nebraska, Ohio, Oklahoma, Oregon, Vermont or Washington; in Louisiana, Maine, Tennessee and Virginia insurance benefits may also be denied.)

State Specific Fraud Statements

In **Massachusetts, Nebraska, Oregon and Vermont**, any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which is a crime and may subject the person to criminal and civil penalties.

In addition, in **California**, any person who knowingly makes an application for motor vehicle insurance coverage containing any statement that the applicant resides or is domiciled in this state when, in fact, that applicant resides or is domiciled in a state other than this state, is subject to criminal and civil penalties. This notice is part of your application for commercial insurance. For your protection **Colorado** law required the following notice:

Fraud Warning It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purposes of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

In the **District of Columbia, Warning:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

In **Florida**, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For your protection **Hawaii** law requires you be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both.

For your protection **Ohio** law required you be informed that any person with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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For your protection **Oklahoma** law requires the following notice: **Warning:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information is guilty of a felony.

For your protection **Rhode Island** law required you be informed that any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For your protection, **Utah** law requires the following to be included in this application: "Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."

In **Washington**, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under this formula, the United States pays 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020; of covered terrorism losses exceeding the statutorily established deductible paid by the insurer(s) providing the coverage. You should also know that the terrorism risk insurance act, as amended, contains a usd100 billion cap that limits u.s. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds usd100 billion. If the aggregate insured losses for all insurers exceed usd100 billion, your coverage may be reduced. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the act.

LMA9104
12 January 2015

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Notice to Applicant for Insurance Services and Compensation Summary

- 1) Lockton Affinity, LLC (hereinafter “Lockton”), as the insurance broker/agent and administrator for this program, will receive certain compensation, including standard commission, from an insurer, intermediary or other third party as a result of the sale of insurance to you. In addition, Lockton, in its role as administrator of the program, may charge a Program Administrator Service Charge as listed herein (and as listed in any subsequent renewal invoices) which compensates Lockton for services performed, and related costs incurred, for and on behalf of the program participants. Such services and costs include, but are not limited to, insurance program negotiation, design, support and analysis. This charge is not part of any premium paid to any carrier.
- 2) The compensation received by Lockton may differ depending on the product, insurer, intermediary or other third party.
- 3) Lockton may also receive certain incentive compensation, including contingency payments and bonuses as a result of being the insurance broker/agent for this program, from an insurer, intermediary or other third party based upon factors such as premium volume placed with a particular insurer or through a particular intermediary and loss or claims experience.

By submission of an order to bind coverage and signature of the Request to Bind Coverage Form contained herein, Client consents and agrees to Lockton’s ability to receive the compensation outlined herein under all circumstances. This consent and agreement shall continue and apply to each renewal upon payment by Client of the renewal invoice which will disclose any applicable Program Administrative Service Charge for that renewal.

Services and Compensation Summary New York Disclosure

The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR30.1 et seq.):

Lockton Affinity, LLC (the “producer”) is an insurance producer licensed by the state of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms, and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

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Notice to Applicant for Insurance Surplus Lines/Non-Admitted Carrier

Approved, non-admitted insurance carriers are neither licensed by nor under the supervision of the state department of insurance. If an approved, non-admitted carrier is found insolvent, the State Insurance Guaranty Fund will not respond. Also, all premiums are taxable.

Lockton Affinity, LLC has not performed an independent financial analysis and, as such, cannot guarantee or make any representations in regard to the financial condition of any insurance companies with which we place business.

This application is for coverage provided by the approved, **non-admitted** carrier shown below.

Certain Underwriters, Lloyd's of London

Please refer to the signature page of this application for the financial rating designated by **A.M. Best** for each carrier. Please refer to www.ambest.com for a description of A.M. Best Company and its rating methods.