

Service Contract
for
Concealed Carry Representation
BASIC PLAN

Service Contract Terms and Conditions

Carefully read this entire agreement. This agreement is a retainer for legal services and specifically is not a contract for insurance. This agreement describes the terms under which Stiefvater Law, LLC (“Stiefvater Law”) will provide legal representation services (“Service”) to you. Stiefvater Law will provide this Service in accordance with the terms and conditions set forth within this agreement. This agreement constitutes the entire relationship between you and Stiefvater Law. This service is only provided if you accept the terms of this Service Contract (“Agreement”). You accept the terms of this Agreement by signing this document and returning it to Stiefvater Law, along with payment of the initial retainer. In addition, the period for this agreement begins on the date payment is received. See Section IX. B. for information on canceling this Agreement.

Please direct all questions regarding this agreement to:

Stiefvater Law, LLC
8748 Brecksville Rd., Ste 225
Brecksville, Ohio 44141

Section 1

DEFINITIONS AND INTRODUCTION

“You” and “Your” shall refer to the person who signs this Agreement. This Agreement shall be construed to cover only the person who has signed this Service Agreement.

“We”, “Us” and “Our” shall refer to the provider of the services under this Agreement.

The “Provider of Services” under this Agreement is Stiefvater Law, LLC (“Stiefvater Law”).

“Domestic Violence” shall refer to Domestic Violence as defined by Ohio Revised Code Section 2919.25.

The direct services provided under this Agreement are only available in the State of Ohio.

This Agreement is only between you and the Provider of Services under this Agreement.

Stiefvater Law, LLC is the “Administrator” of this Agreement.

The “Service” provided is legal representation services, as described in this Agreement.

The “Service Area” as used in this Agreement and any other Stiefvater Law, LLC advertisement is the State of Ohio. Any shooting events requiring immediate dispatch of legal counsel shall be covered allowing for reasonable travel time from Cleveland, Ohio.

“Call-up” refers to the placement of a call by you to the offices of Stiefvater Law at (216) 867-0429 or (440) 376-9732, and the subsequent contact of a licensed attorney with Stiefvater Law.

“Legal Representation Service” is defined as follows: You must have signed this Agreement and maintained a current premium account payment with Stiefvater Law and must also be in the possession of a valid License to Carry a Concealed Handgun within the State of Ohio. You must also have been involved in a use-of-force incident where you have discharged your weapon with the intent to defend yourself or a third person from bodily-injury, serious bodily injury, or death. You must allow appropriate travel time for a licensed attorney to meet you at the scene of a use-of-force incident within the State of Ohio and within the jurisdiction where the weapon related or use-of-force incident took place.

Section II

WHAT THIS AGREEMENT COVERS

- A. Delivery of Service: By signing this Agreement, you are consenting to allow Stiefvater Law to dispatch an attorney licensed in the State of Ohio to provide legal representation services, which, under this agreement, includes only initial contact and ending with the making of an official statement to the responding law enforcement agency (or the legal determination not to make any statement).
- B. Term of Agreement: The coverage period for this Agreement will be based on the coverage term you selected. The coverage period shall begin on the date your payment is received and continue for the appropriate term.

You may elect “yearly” coverage, whereby the retainer is paid on an annual basis. This will provide coverage for one twelve (12) month period beginning on the date the signed Agreement and payment are received, and continuing exactly one year after such date, at which time the current Agreement will serve as the basis for the next year’s period of coverage, should you elect to pay the next year’s retainer.

You may elect “multiple year” coverage, whereby the retainer is paid at a discounted rate for two (2) years. Multiple year coverage guards against any changes in the premium amount or the scope of coverage during the coverage period. In no event shall multiple year coverage extend beyond two years.

- C. **THE BASIC PLAN COVERS ONLY THE ATTORNEY FEES FOR INITIAL CONTACT AND ENDING WITH THE MAKING OF AN OFFICIAL STATEMENT TO THE RESPONDING LAW ENFORCEMENT AGENCY (OR THE LEGAL DETERMINATION NOT TO MAKE ANY STATEMENT). THIS**

AGREEMENT DOES NOT COVER CONTINUING LEGAL FEES FOR YOUR DEFENSE SHOULD A CRIMINAL CHARGE OR CHARGES BE FILED AGAINST YOU.

Section III

WHAT THIS AGREEMENT DOES NOT COVER

- A. THIS AGREEMENT DOES NOT COVER INCIDENTS WHERE ANY FORCE HAS BEEN USED BY YOU AGAINST A MEMBER OF YOUR FAMILY IN AN ACT OF DOMESTIC VIOLENCE.**
- B. THIS AGREEMENT DOES NOT COVER ANY INCIDENTS OUTSIDE OF THE STATE OF OHIO.**
- C. THIS AGREEMENT DOES NOT COVER INCIDENTS OR CONDUCT IF IT IS DETERMINED THAT YOU INTENTIONALLY ENGAGED IN THE COMMISSION OF A CRIMINAL OFFENSE OR ENGAGED IN A CRIMINAL CONSPIRACY. THIS CONTRACT DOES NOT COVER YOU IF YOU ARE INDICTED WITH ANY OF THE FOLLOWING OFFENSES IN THE COURSE OF YOUR WEAPON RELATED OR USE-OF-FORCE INCIDENT: CAPITAL MURDER, ROBBERY, DIDNAPPING, BURGLARY, SEXUAL ASSAULT, THEFT, ARSON, OR ANY VIOLATION RELATED TO CONTROLLED SUBSTANCES, INCLUDING BUT NOT LIMITED TO THE POSSESSION, MANUFACTURE, OR DELIVERY OF A CONTROLLED SUBSTANCE.**
- D. THIS AGREEMENT DOES NOT COVER ANY WEAPON RELATED OR USE-OF-FORCE INCIDENT THAT RESULTS FROM YOUR EMPLOYMENT WHERE THE CARRYING OF A WEAPON IS AN ELECTIVE OR MANDATORY CONDITION OF YOUR EMPLOYMENT (INCLUDING BUT NOT LIMITED TO EMPLOYMENT AS A SECURITY GUARD). Weapon related or use-of-force events that occur outside the scope of such employment will continue to be covered by this agreement.**

Section IV

WHAT TO DO WHEN YOU REQUIRE LEGAL REPRESENTATION SERVICES

To obtain Service, you must follow the procedures set forth in the Legal Representation Services Card provided in your membership packet.

While at the scene of any Concealed Carry weapon related or use-of-force incident where there has been the discharge of your weapon, BEFORE YOU MAKE ANY STATEMENT TO ANY LAW ENFORCEMENT OFFICER OR AGENCY, you should immediately call the 24 hour number and notify the on-call staff for Stiefvater Law that you have been involved in a Concealed Carry use-of-force incident. You must have a valid License to Carry a Concealed Handgun within the State of Ohio at the time of the weapon related use-of-force incident. You must also have a current account with Stiefvater Law, LLC at the time of the use-of-force incident. You must also fall within the parameters of a legal weapon that may be possessed by you under your valid License to Carry a Concealed Handgun within the State of Ohio.

Stiefvater Law will have a legal representative on-call that will provide advice over the telephone upon receipt of a call-up. If there has been an actual discharge of a firearm or use-of-force incident by you, a legal representative will meet you within the local relevant jurisdiction of the use-of-force incident. Your distance from the assigned legal representative will dictate the response time of the legal representative to your location. You must make every effort to inform the law enforcement agency responding to and investigating the Concealed Carry weapon related or use-of-force incident that you have legal representation and that you will provide them with a statement AFTER you have consulted with legal counsel.

Section V

YOUR ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

You acknowledge and agree that legal representation service is contingent upon your full satisfaction of the obligations specified in this Agreement.

STIEFVATER LAW RESERVES THE RIGHT TO REFUSE LEGAL REPRESENTATION SERVICE IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS, AND STIEFVATER LAW, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND LEGAL REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY DELAY OR DAMAGES IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS. FAILURE TO FOLLOW THE PROCEDURES SET OUT IN THIS AGREEMENT MAY RESULT IN SERVICE DELAYS, OR MAY IMPACT YOUR ABILITY TO RECEIVE SERVICE, OR RESULT IN ADDITIONAL CHARGES TO YOU FOR LEGAL REPRESENTATION.

Section VI

LIMITED SERVICES WARRANTY: DISCLAIMER OF WARRANTIES

Stiefvater Law warrants only that the Service will be performed in a professional and workmanlike manner, in compliance with the Ohio Rules for the Governance of Attorneys. NO OTHER EXPRESS WARRANTIES ARE PROVIDED TO YOU. ANY IMPLIED WARRANTIES ARE LIMITED TO THE TERMS OF THIS SERVICE AGREEMENT. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO YOU BY STIEFVATER LAW OR BY ITS EMPLOYEES, AGENTS, CONTRACTORS, AND LEGAL REPRESENTATIVES, WILL CREATE A WARRANTY BY STIEFVATER LAW OR INCREASE THE SCOPE OF THIS AGREEMENT. THIS SERVICE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER THE LAWS OF THE STATE OF OHIO.

Section VII

LIMITATION OF LIABILILTES

THE LIMIT OF ANY CLAIM UNDER THIS AGREEMENT IS THE COST OF PROVIDING A SOUND AND REASONABLE LEGAL REPRESENTATION FOR THE STATEMENT MADE TO THE RESPONDING LAW ENFORCEMENT AGENCY (OR LEGAL DETERMINATION TO MAKE NO STATEMENT) AS THE RESULT OF A

CONCEALED CARRY USE-OF-FORCE INCIDENT IN WHICH YOUR FIREARM WAS DISCHARGED.

PLEASE NOTE; UNDER NO CIRCUMSTANCES IS STIEFVATER LAW JOINTLY OR SEVERALLY LIABLE FOR ANY OF THE FOLLOWING: (1) THIRD-PARTY CLAIMS AGAINST YOU FOR LOSSES OR DAMAGES; (2) LOSS OF, OR DAMAGE TO, YOUR RECORDS, FILES OR DATA; (3) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, PROFITS OR SAVINGS) EVEN IF STIEFVATER LAW IS INFORMED OF THEIR POSSIBILITY.

Section VIII

ARBITRATION

READ THE FOLLOWING ARBITRATION PROVISION (“PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

If you have a dispute or claim against any of our employees, agents, contractors, and legal representatives employed to provide service to you under this Agreement and the dispute or claim arises out of, is related to, or concerns any aspect of this Agreement or services performed or not performed under this Agreement, all such disputes or claims shall be submitted to BINDING ARBITRATION. Any such arbitration shall be held in Cleveland, Ohio and no legal proceedings may be instituted except to enforce the award of the arbitrator or to preserve the jurisdiction of any court with the existing jurisdiction of any of the parties, whether related or not to this Agreement.

Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission or other intentional tort, property or equitable claims) arising out of, relating to, or in connection with (1) this Agreement or any prior Agreement and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this provision or of this provision or of the entire Agreement (“Claim”) shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time a claim for legal representation services is made. The terms of this provision shall control any inconsistency between the AAA’s Rules and this Provision. You may obtain a copy of the AAA’s Rules by calling (800) 778-7879. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.

This Arbitration Provision shall inure to the benefit of and be binding on you and Stiefvater Law and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

You agree that any arbitration proceeding will only consider your Claims. Claims by, or on behalf of other individuals will not be arbitrated in any proceeding that is considering your

Claims. You and Stiefvater Law understand and agree that because of this Arbitration Provision neither you nor Stiefvater Law will have the right to go to Court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any Claim.

Section IX

GENERAL TERMS

A. Retainer

1. You agree to pay Stiefvater Law an annual retainer of Sixty Dollars (\$60.00). If you elect multiple year coverage, the retainer for two years shall be One Hundred Dollars (\$100.00).
2. This Agreement will automatically renew under the same terms and conditions, unless Stiefvater Law is notified in writing by you no less than thirty days prior to the renewal.
3. The terms of this Agreement or the retainer paid for this contract will not change during the Agreement period. Any changes that may become necessary will take effect upon renewal and with thirty (30) days written notice to you.

B. Cancellation:

1. You may cancel this Agreement at any time for any reason by sending written notice to: Stiefvater Law, LLC, 8748 Brecksville Rd., Ste 225, Brecksville, Ohio 44141. Your cancellation will be effective on the date received.
2. Stiefvater Law may cancel this Agreement upon your failure to pay the retainer. If Stiefvater Law cancels due to a requirement of a regulatory authority, either State or Federal, your refund will be based upon 100% of the unearned pro rata retainer.

C. Transfer:

1. You may not transfer this Agreement to another party for any reason at any time. This Agreement is exclusive between you and Stiefvater Law.
2. This Agreement is the complete and exclusive statement of the terms and conditions regarding the Service provided and replaces any prior oral or written communications on that subject.
3. You agree that Stiefvater Law is not responsible for any failure to fulfill the requirements of this Agreement due to causes beyond the control of Stiefvater Law. This includes, but is not limited to, unforeseen accidents, force majeure, or acts of war.
4. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

D. Reimbursement:

1. There shall be no reimbursement by Stiefvater Law and Stiefvater Law shall not be responsible for any expenses incurred by you or on your behalf to secure release on bond, bail, property damage, bodily injury, damages that result from any lawsuit to recover civil damages for property damage, damages that result from any lawsuit to recover civil damages for bodily injury, or any other expense incurred by you or for your defense.

Section X

DISCLOSURE

Prior notice is not required if the reason for cancellation is nonpayment of retainer, a material misrepresentation by you relating to your Ohio License to Carry a Concealed Handgun or your Membership Application, or there is a substantial breach on your part of the terms of this Agreement.

Section XI

AGREEMENT ADMINISTRATION

This Agreement is administered by and all correspondence should be forwarded to:

Stiefvater Law, LLC
8748 Brecksville Rd., Ste 225
Brecksville, Ohio 44141

(216) 867-0429

(Note: Stiefvater Law reserves the right to add additional numbers to serve you better during the term of this Contract.)

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REMITTANCE PAGE

Please sign this contract below and attach your check (or credit card information) in the amount of:

- [] Sixty Dollars (\$60.00) for one year of Basic Plan Membership.
- [] One Hundred Dollars (\$100.00) for two years of Basic Plan Membership.
- [] Zero Dollars (\$00.00) for one year of Basic Plan Membership if you obtained your concealed carry permit training from Trident Safety, Security, and Defense, LLC. Please provide proof of class completion. Date of 1 year membership begins running on the date of completion of your concealed carry class.
- [] Forty Dollars (\$40.00) for two years of Basic Plan Membership if you obtained your concealed carry permit from Trident Safety, Security, and Defense, LLC. Please provide proof of class completion. Date of 2 year membership begins running on the date of completion of your concealed carry class.

Send this completed page along with your payment-in-full (or credit card information- see following page) to the following address, fax, or email:

Stiefvater Law, LLC	Fax:	E-Mail:
8748 Brecksville Rd., Ste 225	1-866-871-7742	rstiefvater@stiefvaterlaw.com
Brecksville, Ohio 44141		

Your contract will be effective beginning with the date received by Stiefvater Law, LLC. Copies returned via fax and/or email shall be deemed as originals.

On Behalf of Stiefvater Law, LLC: Member:

Signature, Title

Signature

Print Name

Print Name Ohio CHL#

Date

Date

(continued on next page)

***Once received, confirmation
will be shipped via US Mail.***

Street Address, City, State, Zip

Telephone # & E-Mail Address

Credit Card Info:

Name (as it appears on card):

Visa or MasterCard:

Card #:

Expiration Date:

Security Code:

Billing Address:

Amount Authorized to be charged: _____

Signature: _____