

NRA RECRUITER ENROLLMENT FORM

TOLL FREE: 800-672-0004 • FAX: 703-267-3810 • recruiter@nrahq.org • www.NRA.org/recruiter

NATIONAL RIFLE ASSOCIATION OF AMERICA • RECRUITING PROGRAMS • 11250 WAPLES MILL ROAD • FAIRFAX, VIRGINIA 22030

PLEASE READ CAREFULLY AND PRINT CLEARLY

CONTACT NAME	NF	RA MEMBERSHIP ID NUMBER (NRA MEMBERSHIP REQUIRED)
BUSINESS NAME / CLUB NAME (IF A	PPLICABLE)	
ADDRESS (P.O. BOX UNDELIVERABLE FOR SUPPLIES	S)	
СІТҮ	STATE	ZIP CODE
DAYTIME TELEPHONE	CELL PHONE	E-MAIL ADDRESS*
· ·	ct and communication is by email. We send out one NRA Rec provide an email address that you check on a regular basis.	ruiter email per week.
HAVE YOU EVER BEEN CONVIC	TED OF A FELONY?	(IF YES, ATTACH EXPLANATION)
HOW DO YOU PRIMARILY F	PLAN TO RECRUIT?	NRA Recruiters are an important part of the NRA
As a Gun/Hunting Club	In your classes as a Firearms Instructor	Grassroots network. We encourage all recruiters
At your Retail Store or Range	At Gun Shows or Public Events	to "Strive for 25" recruited members a year.
Other - Please explain:		
HOW DID YOU HEAR ABOUT TH	IS PROGRAM?	
	e the commission for every NRA M	embership sold.
 See section 9 in agreement for details r Federal Tax ID or Social Security number 	egarding commission structure. er <u>REQUIRED</u> for this option in addition to a COMPLE	TE W-9 FORM.
Federal Tax ID (if using business n • The IRS requires a nine digit Federal Ta	name), or Social Security # : x Identification number for all organizations earning commi	ssion revenue.

If you need to obtain a Federal Tax ID number, please call the IRS at 800-829-1040

I/ We choose NOT to receive the commission for every NRA Membership sold.

NRA Recruiter Web Link: Qualified recruiter personal or business web sites are eligible to receive an NRA Recruiting web link. Check the box to participate. Recruiters choosing to participate in this program must abide by the Web Recruiting policies contained in this agreement. Applicant will receive web link via their provided email address.

YES, I/We will <u>PROMINENTLY DISPLAY*</u> an NRA membership web link on our website.

WEB SITE ADDRESS (URL)

* **Prominently Display:** This is the area the viewer first sees when a web page loads before the viewer does any scrolling.

AGREEMENT BETWEEN THE NATIONAL RIFLE ASSOCIATION OF AMERICA ("NRA") AND RECRUITER ("RECRUITER")

This Agreement is a binding contract between Recruiter and NRA, the terms of which are set forth below, and which Agreement becomes effective as of the date of NRA's signature below. Recruiter agrees and certifies that Recruiter has read and understands the terms and the conditions set forth below and that Recruiter will abide by such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recruiter shall sell NRA memberships to eligible customers.

 a. NRA, at NRA's direction and at NRA's expense, shall furnish to Recruiter a stock of NRA membership applications, in a quantity and form to be determined solely by NRA.

b. Recruiter shall use its best efforts to display and have such NRA membership applications available in as many locales and as often as possible, including in all stores and places of business which Recruiter owns or operates.

3. a. Recruiter shall sell such NRA memberships to any eligible customers at the price and under such terms as specified by the NRA, now and hereafter, for the Recruiting Program. Recruiter shall quote only the prices and terms specified by NRA, now and hereafter, for the Recruiting Program. Recruiter shall at all times observe NRA's rules and regulations regarding membership and eligibility and the sale of NRA memberships. The NRA shall set the prices and terms for the sale of NRA Memberships pursuant to the Recruiting Program, and the NRA may change such prices and terms at any time by giving written notice to Recruiter.

b. Each application is subject to NRA's acceptance.

c. Recruiter shall not sell NRA Memberships at any events, shows, functions or conferences where NRA staff are in attendance or exhibiting or selling NRA Memberships without NRA's prior written permission.

d. i. Any use by Recruiter of the Internet for the sale of NRA memberships must be approved in advance in writing by the NRA. Such approval shall be in NRA's sole discretion.

ii. Recruiter shall comply with all NRA policies regarding Recruiter's use of the Internet for the sale of NRA memberships

iii. Recruiter shall not engage in paid search engine marketing so as to appear on any search results for NRA membership-related criteria.

iv. Recruiter shall seek NRA's prior written approval for the address of Recruiter's internet web site on which Recruiter wishes to advertise NRA membership recruiting.

v. A. Recruiter shall seek NRA's prior written approval of any website of Recruiter which Recruiter wishes to use to advertise NRA membership recruiting.

 ${\rm B.} \qquad {\rm As \ judged \ by \ the \ NRA, \ in \ the} \\ {\rm NRA's \ sole \ discretion, \ all \ websites \ of \ Recruiter \ must \ have \ some \ principle \ purpose \ other \ than \ the \ selling \ of \ NRA \ memberships. }$

C. As judged by the NRA, in the NRA's sole discretion, Recruiter's websites and web pages shall not lead a visitor to believe that the visitor has visited a NRA website.

D. Any website of Recruiter which Recruiter wishes to use to advertise NRA membership recruiting must have a visible disclaimer that informs any visitor that this is not an official NRA website.

E. Recruiter's websites are subject to periodic review by the NRA to ensure compliance with NRA's recruiting policies.

recruiting policies. vi. A. As judged by the NRA, in the NRA's sole discretion, the domain portion of Recruiter's internet addresses shall not be such as to appear to be officially associated with the NRA.

B. The domain portion of Recruiter's Internet addresses shall not contain any of the following, whether capitalized or not: "NRA" or "National Rifle Association."

vii. Applications resulting from Recruiter's web recruiting efforts must be submitted to the NRA online via the direct link to the NRA Membership web site (membership.nrahq.org), as designated by the NRA.

viii. Recruiter shall not use a customer's or applicant's records for the purpose of soliciting renewals, or for any purpose other than the follow-up of processing the original application.

ix. Any NRA approval may be revoked by NRA, at NRA's sole discretion, at any time.

e. At all times, Recruiter shall abide by any and all rules and regulations that NRA, in NRA's sole discretion, may promulgate in regard the recruiter program.

4. a. Recruiter shall exert its best good faith efforts to promote and increase the sale of NRA memberships to the general public, including its customers, students or club members.

b. At NRA's request, Recruiter shall conduct special promotions of a character and at a time as may be specified by NRA.

5. a. NRA may, in its sole discretion, and at NRA's expense, provide to Recruiter promotional materials, in such quantities and forms as shall be determined solely by NRA.

b. Recruiter shall display and use such materials in all stores which Recruiter owns or operates.

c. This Agreement and the Recruiting Program do not authorize Recruiter to use any NRA trademark, trade name, logo or other intellectual property of the NRA in any way other than to use the materials provided by the NRA in the manner specified by the NRA.

6. a. All materials provided by NRA to Recruiter hereunder shall remain the exclusive property of NRA and Recruiter shall immediately return same to NRA upon the sooner of: termination of this Agreement; or, NRA's demand.

b. Recruiter shall at no time be deemed a purchaser of such products or to have any interest, legal or equitable, therein or in their proceeds.

7. a. Recruiter shall be responsible for collecting al monies and fees for NRA memberships sold pursuant to this Program by Recruiter, the proceeds from the sale of such NRA memberships by Recruiter, and accounts receivable arising therefrom (collectively, "Membership Fees"). All Membership Fees shall be held by Recruiter in trust for the benefit and for the account of NRA until transferred to NRA as herein provided.

b. Recruiter agrees and warrants that, on a weekly basis, it will promptly pay to NRA all Membership Fees collected by Recruiter. Recruiter shall promptly, on a weekly basis, forward to the NRA all completed NRA membership applications and Membership Fees. Recruiter shall send the Membership Fees and applications to the NRA in the Recruiting Program envelopes provided by the NRA or to the NRA Recruiter Program, Membership Division, 11250 Waples Mill Road, Fairfax, Va. 22030.

c. The amount of monies remitted weekly shall equal at least the total sales value of NRA memberships sold during such week.

 a. NRA will issue Recruiter a unique I.D. number which Recruiter shall use on all NRA membership applications submitted by Recruiter.

b. If customer elects to pay by personal check, Recruiter shall instruct customer to make such personal check out to "NRA" and shall provide such check to the NRA at the close of the week along with the membership application.

c. If a customer elects to pay by credit card, Recruiter shall instruct customer to fill in customer's credit card number in the space provided therefore on the NRA membership application.

9. If, in the Recruiting Program Application, Recruiter has elected to receive a Commission, then:

a. At least once a month, NRA will tabulate the number of new NRA membership applications and membership fees submitted during such month by Recruiter. Based upon such tabulation, the NRA shall, within 30 days of receipt of application and fee, remit a check to recruiter for the sale of each NRA membership made by recruiter during such month (for which the Membership Fees have been received by the NRA), in the amount of:

 \$10.00 for the sale of each new NRA membership to a non-member, whose Membership Fee is \$25.00-\$29.00;
 \$5.00 for the sale of each new NRA membership to a non-member, whose Membership Fee is less than \$25.00;
 \$5.00 for the sale of each NRA membership renewal to

an NRA member, whose Membership Fee is \$25.00-\$29.00; iv. \$2.00 for the sale of each NRA membership renewal to an NRA member, whose Membership Fee is less than \$25.00.

v. \$12.00 for the sale of each new NRA membership to a non-member, whose Membership fee is \$30.00-\$274.00;
vi. \$6.00 for the sale of each NRA membership renewal to an NRA member, whose Membership fee is \$30.00-\$274.00;

vii. \$25.00 for the sale of each NRA membership to a non-member or the sale of each NRA membership upgrade

to an NRA member, whose Membership fee is \$275.00 or greater.

b. It is understood and agreed that Recruiter shall not be entitled to the Commission, nor any other compensation, for: (1) any membership application which is rejected by NRA; or, (2) any sale or application for which the NRA has not received Membership Fees. It is specifically understood and agreed that Recruiter shall not be entitled to a Commission, nor any other compensation, in regard to the subsequent renewal of an NRA member whose renewal is not submitted by Recruiter. Recruiter does not receive commissions for memberships sold at rates other than those approved by the Recruiting Programs Department.

c. NRA shall be obligated to pay such Commission to Recruiter if, and only if, Recruiter timely forwards all statements, inventories, reports, payments and remittances and performs all its obligations as required hereunder.

d. NRA, may, at any time during the term hereof, change the rate of Commission of Recruiter, by giving notice to Recruiter.

e. Commission checks paid to Recruiter shall be treated as a contribution to NRA if not cashed or otherwise submitted for payment by Recruiter within six (6) months after remittance to recruiter by NRA.

10. a. Recruiter shall keep a record with complete information regarding all transactions in connection with the sale and distribution of NRA memberships hereunder. Recruiter shall permit NRA to examine all such documents.

b. Recruiter shall furnish information as requested by NRA relating to the sale, and proceeds therefrom, of NRA memberships sold hereunder.

11. a. It is understood and agreed that all names, addresses and information regarding persons that are or become NRA members, any NRA membership lists or data, or any other information or materials regarding NRA members (herinafter collectively referred to as "NRA Membership Information") is the confidential and proprietary information of the NRA. At no time shall Recruiter use or compile such NRA Membership Information, coming to knowledge of Recruiter as a result of Recruiter's activitieshereunder, for any purpose other than compliance with this Agreement. Recruiter shall not disclose, directly or indirectly, to any third party NRA Membership Information without the prior express written permission of the NRA.

b. Recruiter may disclose NRA Membership information to governmental authorities only when required to do so by law.

c. Recruiter warrants and agrees to prevent disclosure of NRA Membership Information by its employees, agents and subcontractors.

d. Recruiter shall not make or cause to have made copies of any NRA Membership Information.

e. Recruiter, its employees, agents and subcontractors, shall comply with all security arrangements imposed by the NRA respecting access to NRA membership information.

f. This section shall survive the termination of this Agreement.

12. Prohibited conduct on the part of a Recruiter includes, but is not limited to: Using, distributing, or revealing NRA Membership Information; illegal or dishonest conduct; violating one's obligation of loyalty to the Association; willfully making false or negative statements or misrepresentations about the Association, its Officers, or Board of Directors; publicly endorsing candidates for office, initiatives, or policy positions that are not approved by NRA; any conduct or procedure that creates confusion as to whether a customer or applicant is dealing with the NRA or not; any conduct or program that could lead a customer or applicant to believe that Recruiter is the NRA or an employee of the NRA; and other valid causes of action.

With respect to reports of prohibited conduct on the part of any Recruiter, the NRA Membership Division will screen complaints, cause investigations to be conducted, and make recommendations for appropriate action to the NRA Executive Vice President.

 a. This Agreement shall become effective upon NRA's execution of this agreement, after it has been executed by Recruiter and returned to NRA.

b. This Agreement shall remain in force until terminated by either party in writing.

c. Either party may terminate this Agreement in writing for any reason whatsoever, for or without cause.

d. Upon termination, Recruiter shall immediately return any and all materials provided by NRA to Recruiter hereunder and any and all Membership Applications and Membership Fees in Recruiter's possession, to such place and in such manner as NRA may specify.

e. Termination of this Agreement in any manner shall not impair or abrogate any accured rights or liabilities hereunder.

14. Recruiter shall not assign its rights or delegate the performance of its duties hereunder without the prior written consent of NRA.

15. a. Recruiter shall pay all taxes and charges, now

and hereafter imposed, whether by federal, state or municipal or other public authority, with respect to any and all materials distributed or memberships sold by Recruiter hereunder. Recruiter shall make all reports required by the public authorities with respect to such sales, distributions, or activities. When authorized by the law imposing such tax or charge, and when consistent with this Agreement, Recruiter may increase the price of NRA memberships to the purchaser by an amount equal to the tax or charge and Recruiter shall forward such amount to the appropriate public authorities.

b. Recruiter shall comply with any and all laws, ordinances, or regulations, whether federal, state or local, and shall satisfy any permit, application or license requirements, whether federal, state or local, required to undertake any of the activities contemplated for hereunder.

16. a. Recruiter hereby acknowledges that is has committed no outlay of funds, credit or other investment in this program.

b. Recruiter shall pay all costs of conducting its own business and of undertaking its duties hereunder.

17. a. Nothing in this Agreement or in the performance thereof shall be construed to create and employer/employee relationship, partnership, sales agency, dealer, joint venture, or joint employer relationship between NRA and Recruiter. NRA and Recruiter are and shall remain independent contractors.

b. Neither Recruiter, nor any individual whose compensation for services are paid by Recruiter, is in any way, directly, indirectly, expressly, or by implication, employed by the NRA. Recruiter accepts exclusive liability for any payroll taxes, income taxes, withholdings, or contributions imposed by any federal, state, or local law, regulation or ordinance whatsoever with respect to employment, unemployment, disability or compensation for employment with respect to Recruiter and any individual whose services are paid for by Recruiter.

18. Neither Recruiter, nor any of its employees, shall be authorized to accept any service of process for NRA, and Recruiter shall in no manner misrepresent the status of the relationship between Recruiter and NRA.

19. Recruiter hereby agrees to indemnify, defend and hold NRA harmless from and against any and all losses, expenses, damages, injuries, liabilities and claims (including attorneys' fees, court costs and settlement costs) arising out of or relating to any act or omission of Recruiter whatsoever.

20. a. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia, or, if applicable, federal law.

b. Any action in any way arising under or relating to this Agreement or the breach thereof shall be brought only in a court situated in the Counties of Fairfax or Prince William or in the City of Alexandria, in the Commonwealth of Virginia, and the parties hereto hereby submit and consent to the exercise of personal jurisdiction over them by such courts for the purpose of any such action.

21. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

RECRUITER APPLICANT

DATE

SIGNATURE

PRINT NAME

PRINT TITLE

TRADING AS OR COMPANY NAME

NATIONAL RIFLE ASSOCIATION OF AMERICA

DATE

SIGNATURE

PRINT NAME

PRINT TITLE

SUBMITTING ENROLLMENT FORM

ENROLLMENT FORM CHECKLIST

Please ensure the following items are in order prior to submitting:

- Page 1 Contact info and required information.
- Page 3 Terms of Agreement must be signed and dated.
- Page 5 Federal form W-9 Commissioned recruiters only. Please submit either a social security number or a federal tax ID number, not both. Signature and date required.

All applications are subject to consideration. Please allow us time to review and process your application.

To expedite processing of this enrollment form: Email to: recruiter@nrahq.org or fax application to (703) 267-3810.

To submit via regular mail send to: NRA Recruiting Programs Department 11250 Waples Mill Road Fairfax, VA 22030

RECRUITING PROGRAM FAQ'S

What is my Recruiter ID number and why do I need it?

Your recruiter ID number is used to keep track of the memberships you sell and to properly allocate and distribute commissions. Print your recruiter ID number legibly in the top right hand corner of every application. Applications received at NRA that do not contain a recruiter ID number will not be eligible for commission. Additionally, you will need your recruiter ID number to order recruiting materials from the Recruiter Supply Center.

When and where do I send the completed membership applications?

Per the signed recruiter agreement, all monies and applications collected are to be sent to NRA on a weekly basis. Remember, the faster a new member receives their credentials, the more impressed they are with both you and the NRA. All completed membership applications should be sent to the following address:

NATIONAL RIFLE ASSOCIATION RECRUITING PROGRAMS DEPARTMENT 11250 WAPLES MILL ROAD FAIRFAX, VA 22030

How do I send in the completed applications?

When sending a small number of applications – less then 10 – you may send in a standard envelope via first class mail. If mailing a larger number of applications please send via some type of trackable method, to ensure they do not get lost or misdirected.

There are three copies of the application, what do I do with each?

The top, or white copy, is mailed directly to NRA with the payment attached. The bottom, or pink copy, is the customer's copy and proof of purchase. The middle, or yellow copy, is your copy. Keep your copies in a safe location at least until you've received your statement and confirmed that NRA has received the white copies. You may then discard your copies. Make sure to shred them or rip them apart since they contain the personal information of our members.

How do I receive my commissions?

Approximately every two weeks NRA will send you a check and statement detailing the memberships you sold and your commission. In order to receive commission you must put your recruiter ID in the boxes at the top right corner of the application.

What if someone pays me in cash?

Do not send cash through the mail. Write a personal, business or cashiers check to cover the amount of the memberships.

What if my customers are already members?

There are a few things to keep in mind here. NRA sometimes sends prospective mailings that include temporary membership cards. While no payment has been made, the recipient may think that he is a member when he receives this temporary card. Moreover, a person's membership may be expired but they don't realize it. A good way to find out if he is currently a member is to check his membership card or ask if he currently receives one of the NRA Official magazines. Additionally, unless they are life members, existing members will need to renew their membership. Instead of renewing through the mail at full price they can renew with you and receive the discounted pricing. If they renew their membership early it won't overlap what they currently have, it will simply add a year of membership to how many months or years they have left on their current membership.

Why does NRA send so much mail?

While NRA sends a good amount of mail, it's important to realize that these mailings accomplish several things. Some of the mailings raise needed monies for NRA, often vital to the success of training, safety, and educational programs, as well as important legislative programs and initiatives. They also serve as a primary vehicle to disseminate current information and important legislative issues. And finally, some mailings come from our affiliated business partners, who dedicate a portion of the proceeds and profits to NRA when their services are utilized.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
lge 2.	2 Business name/disregarded entity name, if different from above				
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation S Corporation Partnership Trust/e single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above the tax classification of the single-member owner.		Exemption from FATCA reporting code (if any)		
2.2	Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)		
Specifi	5 Address (number, street, and apt. or suite no.)	Requester's name a	and address (optional)		
See	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
Par	t I Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social se			curity number		
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>					
TIN or	n page 3.	or			
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page		4 for Employer identification number			
guidel	ines on whose number to enter.		-		

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign	Signature of	
Here	U.S. person ►	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), $% \left({{{\rm{D}}_{\rm{A}}}} \right)$

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Date 🕨