

Attorneys On Retainer Association Membership Agreement



ATTORNEYS ON RETAINER ASSOCIATION MEMBERSHIP AGREEMENT

This Membership Agreement (“**Agreement**”) is made and entered into by and between The Attorneys On Retainer Association (“**AOR**”) and the undersigned individual or family member (“**Member**”). By joining AOR, the Member agrees to the terms and conditions as set forth below.

Membership Levels and Fees

Individual Membership

- \$100.00 one-time sign-up fee, and
- \$37.00/month or \$390.00/year

Family Membership (two or more people)

- \$75.00 one-time sign-up fee (per family member), and
- \$29.00/month (per family member) or \$306.00/year (per family member)

Membership Benefits

All Members of AOR automatically receive the following benefits:

1. Attorney-Client Relationship with The Attorneys For Freedom Law Firm (“**AFF**”)

All AOR Members immediately establish an existing attorney-client relationship with AFF.¹ Member is strongly encouraged to complete the attached “Confidential Emergency Information Form,” which should be sent directly to AFF via Member’s individual secured online portal. All Member information, including all information on the Confidential Emergency Information Form, is received and retained solely by AFF and is strictly protected by the attorney-client privilege and the ethical duty of confidentiality. No Member information is provided to RRG, AOR, or any other person or entity without a court order. AFF securely retains all information about all AOR Members, including name, address, and any other information, in accordance with the Rules of Professional Conduct.

2. 24/7/365 Emergency Legal Advice

¹ Subject to conflicts check, confirmation of fee agreement video review, client’s confirmation of no additional questions, and fully executed law firm fee agreement received by AFF.

Immediate 24/7/365 access to AFF Attorneys for urgent attorney-client privileged legal advice in self-defense-related legal matters. AFF Attorneys will immediately commence legal representation as needed for all self-defense-related legal matters.

3. The Attorneys For Freedom Risk Retention Group, Inc. (“**RRG**”) Policy (“**Policy**”)

All AOR Members are automatically covered as “Insureds” pursuant to the RRG Policy which provides comprehensive effective legal representation in all 50 states, including Washington D.C., in the event of a self-defense-related legal matter. All RRG Policy coverage determinations are resolved exclusively by AFF. All legal services are provided by AFF, and local counsel as needed. All funding is paid for by RRG subject to the terms and conditions in the RRG Policy.

4. Self-Defense Training Videos and Other Miscellaneous Benefits

All AOR Members will receive online training videos relevant to self-defense and firearms issues. Further, all AOR Members will receive additional benefits which may include discounts on firearms, ammunition, and related items, and the opportunity to take advantage of discounts on advanced firearms and self-defense training. AOR anticipates funding litigation to vindicate the Constitutional rights of firearms owners and other pro-freedom related issues.

5. Member Communications

As part of the AOR Membership, AOR will communicate with each AOR Member as needed about their account and membership. These communications are necessary to administer memberships and are not promotional. To facilitate these account communications, AOR requests an email address, phone number, and other essential information from each AOR Member. The AOR Member agrees to contact AOR promptly if the Member’s contact information changes.

As a benefit of joining AOR, AOR Members may also elect to receive alerts, periodic newsletters, video links, and other communications containing legal insights and commentary on developing case law and other newsworthy items relevant to self-defense issues of general interest to AOR Members. Additionally, AOR Members may elect to receive AOR news and other self-defense and firearms-related information. AOR Members may elect to receive marketing communications. Consent is not a condition of membership. These legal insights, newsletters, and marketing communications may be transmitted by email, or, if opted in, via SMS/text or push messages.

Please click here for AOR’s Terms of Services, which are updated from time to time:

<https://attorneysonretainer.us/policies/terms/> .

6. Commercial Affiliate Status

All AOR Members are automatically afforded commercial affiliate status to earn income by introducing AOR membership to other potential members who enroll in AOR.² Each AOR Member will have a unique URL link to share, which will tally enrollment numbers of resulting new AOR Members. Marketing support is also available to all AOR Members including additional training regarding business and personal development and networking opportunities.

² Terms and conditions apply, which will be provided separately.

7. AOR Conference Invitation

All AOR Members receive an invitation to the periodic AOR national conference to interact and familiarize themselves with AFF Attorneys, attend formal presentations on issues relevant to self-defense or firearms law, and network with other AOR Members and vendors of interest to AOR Members. All AOR Members are eligible to attend for free via the Internet. Discounted ticket pricing applies for AOR Members who wish to attend the conference in person.

Membership Benefits For Self-Defense-Related Legal Matters

If an AOR Member in good standing satisfies the following three criteria:

1. Member is charged with or reasonably concerned about being charged with any state or federal criminal offense;
2. The incident giving rise to the alleged or potentially alleged criminal offense entirely occurred after becoming an active AOR Member; and
3. Self-Defense or Defense of a Third Party can be asserted in good faith as a legally sufficient complete defense to the alleged or potentially alleged criminal offense.

Then, the Member is entitled to the following benefits pursuant to the RRG Policy³:

1. Criminal and Civil Defense:

Pursuant to the terms and conditions of the RRG Policy and separate agreement between RRG and AFF, all legal fees are covered to defend the criminal and related civil case up to and including trial with no financial limit.⁴

2. Civil Liability Coverage:

Up to \$100,000 for civil liability coverage in the event of a final civil judgment against an AOR Member resulting from a covered self-defense-related legal matter.⁵

3. Expert Witness and Investigator Fees:

All necessary expert witnesses, investigators, and court fees (excluding fines) are covered.

4. Appeals:

All legal fees are covered for any necessary good faith appeals with no financial limit.

5. Bail Bond Assistance:

Coverage for necessary cash or secured bail bond up to \$50,000.⁶

³ See RRG Policy for specific language.

⁴ Legal Fees are based on legal representation by AFF or such other qualified attorney if AFF is not able to represent the AOR Member due to legal conflict or other reason.

⁵ Higher limits may be available for an additional fee.

⁶ Higher limits may be available for an additional fee.

6. Psychological Counseling:

Up to \$1,500 for psychological counseling.

7. Scene Cleanup:

Up to \$4,000 for scene cleanup of AOR Member's home or vehicle.

8. Firearm Reimbursement:

Up to \$1,000 for firearm reimbursement.

9. Red Flag Protection Orders⁷:

All legal fees for red flag protection orders requiring AOR Members to surrender firearms are covered up to \$15,000.

10. Victim Representation:

All legal fees with no financial limit are covered to represent the AOR Member as a victim if criminal charges are filed against another person identified as the Defendant resulting from the same self-defense-related incident.

11. Expungement of Criminal Record:

If available in the relevant jurisdiction, up to \$5,000 for legal fees to set-aside or expunge any covered incident.

Conditions That Do Not Operate as Exclusions

The following specific circumstances are NOT exclusions to coverage in the RRG Policy:

- a. The "Act of Self-Defense" is ultimately determined to be imperfect self-defense, illegal conduct or a criminal act;
- b. The "Act of Self-Defense" involved a negligent, accidental, or unintentional discharge;
- c. The "Act of Self-Defense" occurred while the AOR Member was impaired by alcohol or any other drug;
- d. The "Act of Self-Defense" involved an illegal weapon;
- e. The "Act of Self-Defense" involved no weapon or a weapon other than a firearm;
- f. The "Act of Self-Defense" occurred at a place where firearms were legally prohibited;
- g. The "Act of Self-Defense" involved a person who was in a domestic relationship with the Insured;
- h. The AOR Member did not possess a concealed carry permit or possessed an expired concealed carry permit;

⁷ While the three criteria above need not apply, all allegations giving rise to the red flag protection order must have entirely occurred after becoming an active AOR Member and the protection order must specify that the AOR Member cannot possess firearms. Red Flag Coverage does not apply to court orders issued in family law court proceedings. All red flag matters are handled solely by local counsel.

- i. The “Act of Self-Defense” occurred while the AOR Member was a prohibited possessor;
- j. The “Act of Self-Defense” was not a threat or use of deadly physical force.

Additional Terms and Conditions

1. Termination of Membership

Any Member may terminate their AOR Membership at any time for any reason, or no reason at all, merely by notifying AFF either orally or in writing. Any such termination shall be effective immediately. Monthly membership fees are non-refundable. Annual membership fees will be prorated in monthly increments.

AOR may terminate any Member’s membership in AOR for nonpayment of membership fees, continued abusive conduct to any member of AFF after one written warning, or continued abuse of the 24/7/365 Emergency Hotline after one written warning.

2. Non-Transferability:

AOR Membership is personal to the Member and cannot be transferred or assigned to any other individual or entity.

3. No Recoupment Clause:

The RRG Policy contains no Recoupment Clause. As such, under no circumstances will RRG request any refund of legal fees, expenses, or costs from any AOR Member expended for any purpose other than RRG funds used to post any bond and only upon exoneration of that bond.

4. Membership Renewal:

The term of this Membership is one year, starting on the Membership Effective Date, which is the date accepted by AOR and AFF. This Endorsement and its coverage will automatically renew for successive one-year terms so long as the Member maintains the AOR membership in good standing and as further set forth in the RRG Policy.

By signing this Agreement, Member authorizes regularly scheduled charges to Member’s credit card pursuant to the terms of this Agreement. Member will be charged an amount consistent with this Agreement for each billing period. A receipt for each payment will be provided to Member and the charge will appear on Member’s credit card statement. Member agrees that no prior notification will be provided unless the date or amount changes, in which case the Member will receive written notice from AFF at least ten (10) days prior to the payment being collected.

5. Member Obligations:

Members’ responsibilities and obligations include keeping contact information up to date, timely paying Membership fees, and cooperating fully with AFF or any other law firm approved by Member and AFF.

6. Data Privacy and Confidentiality:

AOR does not retain any personal information about any Member. Instead, all information about all AOR Members is retained by AFF so attorney-client confidentiality rules apply and attorney-client privilege attaches to the extent permitted by law. AFF does not release any information about any Member for any purpose unless pursuant to a court order.

7. Specific RRG Policy Details:

Attached hereto is a copy of the RRG Policy.

8. Disclosures

See the AFF Retainer Agreement attached hereto for File Retention Policy. AOR is a 501(c)(6) nonprofit association separate from AFF. AOR wholly owns RRG. While some AFF attorneys may serve in advisory or board positions with AOR, as a nonprofit entity, no AFF attorney, other person, or entity has any ownership interest in AOR.

RRG is obligated by agreement to pay for all covered self-defense-related legal services that AFF provides to Member and costs incurred in representing Member pursuant to the RRG Policy. This agreement to pay for attorney's fees and costs does not render RRG a client of AFF, and an attorney-client relationship exists only between AFF and Member. RRG will not interfere with the attorney-client relationship and will not interfere with AFF's exercise of independent professional judgment on behalf of any Member. In furtherance of the independent nature of the attorney-client relationship, RRG has no right to direct or have access to any information about AFF's handling of any Member's legal matter.

9. Governing Law, Forum Selection:

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Arizona, without regard to principles of conflicts of laws. All matters in controversy related to this Agreement shall be adjudicated in a court of competent jurisdiction located in Maricopa County, Arizona, and the AOR Member hereby consents to the personal jurisdiction of such courts.

10. Exclusions and Limitations:

The RRG Policy details specific exclusions.

11. Severability:

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

12. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

13. Acknowledgement and Authorization to Charge Credit Card

By signing below, Member acknowledges that they have read and understood this Agreement and agree to be bound by its terms and conditions. Member understands and acknowledges that no legal advice was provided to them regarding entering into this Agreement or with respect to the RRG Policy or engagement with AFF. Member is encouraged to read the terms carefully and consult an attorney if they have any questions. By signing below, Member confirms they understand and agree to the terms of this Agreement.

Further, Member authorizes AOR to charge Member's credit card pursuant to this Agreement on a monthly or yearly basis. Such payment will satisfy Member's AOR monthly or yearly fee pursuant to this Agreement. By signing this Agreement, Member understands this authorization will remain in effect until Member cancels the AOR Membership or revokes this authorization to substitute an alternative form of payment. Member acknowledges that all credit card transactions must comply with all provisions of law. Member certifies that Member is an authorized user of the credit card to be used and will not dispute these scheduled transactions so long as the transactions correspond to the terms indicated in this Agreement and Authorization.

Member's Name (Printed)

Member's Signature

Date

AOR Association Representative (Printed)

AOR Association Representative Signature

Date

AFF Contact Information:

Attorneys For Freedom Law Firm

3185 South Price Road

Chandler, Arizona 85248

Phone: 866-404-5112

Email: support@AttorneysOnRetainer.us