

**AGREEMENT TO STORE FIREARM**

Cincinnati Police Department Safe Storage Program

The purpose of the Cincinnati Police Department (“CPD”) Safe Storage Program is to allow the owner of a firearm (“Owner”) to temporarily store a firearm (“Firearm”) at a secure CPD location for a maximum of six months. By completing this form, Owner attests that the below-referenced firearm is the legal property of Owner. Only one firearm may be included in this Agreement; a separate Agreement is required for each firearm that is to be stored. The City will not store ammunition under any circumstance.

This Agreement is between Owner and the City of Cincinnati (“City”). Owner is voluntarily giving possession of a firearm, for temporary storage, to the law enforcement agency for the City, CPD.

The **Owner** of the Firearm is: (name) \_\_\_\_\_

(address) \_\_\_\_\_

(phone) \_\_\_\_\_ (email address) \_\_\_\_\_

The **Firearm** being temporarily transferred is: (serial number and description) \_\_\_\_\_

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1. **Storage of Firearm.** CPD will secure the Firearm in a safe location for three months from the date of this Agreement. At the end of the three-month period, CPD will contact Owner to assess if Owner wants to extend the Agreement for another three-month period (“Extension”). At the end of the six-month period, Owner must pick up the Firearm from CPD’s Court Property Unit.
  2. **Safety Protocol Upon Transfer.** Owner acknowledges that upon the temporary transfer of possession of the Firearm from Owner to CPD, CPD will:
    - a. discharge the Firearm and retain the cartridge casing indefinitely; and
    - b. input the Firearm into the National Crime Information Center (NCIC) and Law Enforcement Automated Data System (LEADS).

*In the event CPD obtains any information that the Firearm may be connected to a crime, CPD will follow all standard CPD protocol used when CPD comes into possession of a firearm that may be an instrument of crime, including comparing the cartridge casing from the Firearm against the National Integrated Ballistics Information Network (NIBIN) database.*

3. **Retrieval of Firearm.** Owner must make an appointment with CPD, during available pick-up hours, and bring a gun box/carrying case to the appointment to pick up the Firearm. Owner cannot walk into a CPD location and pick up the Firearm without an appointment. Owner may contact CPD to make an appointment to pick up the Firearm at any time during the Agreement period, but Owner must pick up the Firearm within seven (7) days of the end of the Agreement period.
  - a. Owner acknowledges that prior to returning the Firearm to Owner, CPD will conduct a background check of the Owner via National Instant Criminal Background Check System (NICS), to ensure Owner is not under disability.
  - b. In the event Owner is under disability, CPD will not transfer the Firearm to Owner. Owner may designate a person (“Designee”), per CPD’s Form 332-D and related procedures, to accept and retain possession of the Firearm until Owner is relieved of all disability. Designee may not be under disability.
  - c. If Owner or Designee fails to retrieve the Firearm within seven (7) days of the end of the Agreement period, CPD will consider the Firearm unclaimed and the Firearm may be disposed of by CPD.

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- 4. **Waiver and Release.** In consideration of CPD temporarily securing the Firearm, Owner releases the City and its employees and agents (“Releasees”) from any and all liability associated with taking possession of, storing, testing, and returning the Firearm to Owner. Owner waives the right to sue Releasees for any and all claims arising directly or indirectly out of securing the Firearm, including taking possession of the Firearm, storing the Firearm, testing the Firearm, and returning the Firearm to Owner. Owner agrees to indemnify and hold Releasees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of the City’s temporary storage of the Firearm pursuant to this Agreement, and Owner’s own errors, omissions or negligent acts in furtherance thereof.

Owner: (signature) \_\_\_\_\_ Date of Agreement: (date) \_\_\_\_\_

CPD Staff Receiving Firearm: (name & signature) \_\_\_\_\_

End of three-month period: (date) \_\_\_\_\_ End of six-month period: (date) \_\_\_\_\_

**THIS AREA FOR CPD USE ONLY**

**Drop-off check:**

- Photo ID check (current/unexpired) and copy made
- Copy of Agreement given to Owner

**Post-drop-off safety protocol:**

- Firearm discharged/casing retained (date) \_\_\_\_\_
- NCIC/LEADS check complete (date) \_\_\_\_\_

**End of initial three-month period check:**

- Communication to Owner re: Extension  
(date Owner contacted) \_\_\_\_\_  
(method of communication) \_\_\_\_\_
- or  Extension accepted by Owner? (circle)  
If no, end of seven-day period: (date) \_\_\_\_\_

**Pick-up check:**

- Pick up appointment scheduled  
(date Owner contacted CPD) \_\_\_\_\_  
(scheduled pick-up date) \_\_\_\_\_
- NICS Check complete (date) \_\_\_\_\_  
Owner eligible for pickup?  or  (circle) Why? \_\_\_\_\_  
If no, date CPD contacted Owner and discussed Designee return option? \_\_\_\_\_
- Firearm released to [Owner] or [Non-Owner Designee] (circle; must attach F332-D if Designee)  
(date of release) \_\_\_\_\_  
CPD Staff Releasing Firearm: (name/signature) \_\_\_\_\_

***If information of concern discovered on any check (NCIC/LEADS, NICS), Police Chief must be notified in writing.***