



2100 Roosevelt Avenue • Springfield, MA 01104
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www.smith-wesson.com

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Dear Firearms Retailer:

Thank you for your interest in becoming an Authorized Dealer for Smith & Wesson's ***American Guardians Authorized Dealer Program***. To be eligible for enrollment in the program, your business must be a licensed retail store front operation. Your business must also be registered to collect any applicable sales taxes and possess a current and valid Federal Firearms License (FFL).

As a Smith & Wesson® American Guardians Authorized Dealer you identify your dealership as a legitimate retail business adhering to all local, state and federal laws. American Guardians Authorized Dealers are eligible to receive a number of exclusives, including:

- Business Listing on the Smith & Wesson® Website as an American Guardians Dealer
- Consumer Referral Service
- New Product Announcements and Updates
- High Resolution Photos
- Authorized Dealer Exclusive Promotions
- Exclusive Smith & Wesson Point of Sale Merchandising Program
- Access to Hands-On Educational Field Seminars
- Access to exclusive SKUs and pricing through S&W Authorized Law Enforcement Wholesalers

Smith & Wesson may at any time change or discontinue any dealer benefits. Attached is the Smith & Wesson American Guardians Authorized Dealer Application. Using a pen, please complete the application. Return the original along with a photograph of your store (inside and outside), a copy of your retail tax certificate and a valid signed copy of your FFL. Please include a valid e-mail address on application.

If you have any further questions, please contact us.

Sincerely,

Smith & Wesson
1-800-331-0852
channel@smith-wesson.com



AMERICAN GUARDIANS AUTHORIZED DEALER APPLICATION



Dealer Name		American Guardians Authorized Dealer Application		DSM	
Yrs This Location		# Employees		Phone	
Dealer Contact Name		Dealer Contact E-mail		Manager Name	
Website URL		Store Sq. Foot >		<input type="checkbox"/> Has SOT	
				<input type="checkbox"/> Smith & Wesson <input type="checkbox"/> Gemtech	
		Total Volume \$ >		Does Store Carry	
		Total Inv. (units) >			
		S&W Vol. \$ >			
		S&W Inv. (units) >			
		Top 3 Distributors - List Below			
Mailing Address					
City		State		ZIP	
Buying Group Member		Gunsmith on Site		Shooting Range	
		Y <input type="checkbox"/> N <input type="checkbox"/>		Y <input type="checkbox"/> N <input type="checkbox"/>	
Dealer		* Website and E-mail address will be published on the Smith & Wesson Dealer Locator			
		* Authorized Dealers will receive promotional updates via E-mail and USPS			
NOTES					

- REQUIRED MATERIALS (PLEASE MAIL) -

Authorized Dealer Applicants Must Enclose the Following Items:

- Retail Tax Certificate (or Equivalent)
- Signed Federal Firearms License
- Photograph of Store (Inside and Outside)
- Signed Application



By signing below, Dealer affirms that the above information is true and correct to the best of their knowledge and Dealer agrees to and will abide by (and will ensure that its employees / agents agree to and abide by) the attached Smith & Wesson Dealer Code of Responsible Business Practices which are incorporated by reference.

Signature of Dealer / Owner / Manager

Date

Smith & Wesson Approval

Date

Smith & Wesson® Dealer Code of Responsible Business Practices

As an Authorized Dealer of Smith & Wesson products, you recognize that the sale and distribution of firearms is a significant and important undertaking for both your business and the community. As a Smith & Wesson Authorized American Guardians Dealer, you accept the responsibilities and obligations delineated by law and by virtue of your relationship with Smith & Wesson. You pledge and agree to the following, on behalf of yourself and the employees or agents of your store (collectively “Dealer”):

- Dealer will maintain a store premises, which will serve as a principal place of business while participating in a Smith & Wesson Authorized Dealer program.
- As part of this application, Dealer will provide to Smith & Wesson the following:
 1. Verification by photograph or similar means of a store (Inside and Outside)
 2. A completed application
 3. Retail tax certificate (or equivalent)
 4. Valid signed Federal Firearms License (FFL)
- The retail sale and distribution of firearms is regulated by numerous federal, state and local laws/regulations. As a retailer of firearms, Dealer will be familiar with and comply with all laws.
- Dealer will employ trained and competent personnel who will adhere to all laws and requirements which relate to the sale and distribution of firearms.
- Dealer will not sell or advertise new Smith & Wesson products through {Shotgun News, Gun List} or other similar publications.
- All new Smith & Wesson firearms will be sold with a locking device and all applicable safety and instruction manuals as provided by Smith & Wesson.
- Dealer will not make a sale of a firearm without completing all required federal, state and local applications and forms, satisfying all legal requirements.
- Dealer will verify, as required by law, all information for the completion of the sale of a firearm. Dealer will not knowingly sell a firearm to anyone who cannot produce proof of identity, age and residence. Dealer will not knowingly sell a firearm to an individual not authorized by law to own one.
- Dealer will not make any sale in which Dealer has reason to believe false or misleading statements have been made with respect to the actual purchaser of the firearm. Dealer will not knowingly sell firearms to “straw purchasers”, i.e., persons who illegally purchase a firearm for another.
- Dealer will not knowingly buy or sell stolen firearms.
- Dealer will not knowingly sell a firearm to any person if the person’s purchase or possession would be in violation of any law or regulation applicable at the place of sale or delivery.
- Dealer will maintain all records required by the Bureau of Alcohol, Tobacco, Firearms and Explosives, as well as all other records required under applicable federal, state and local laws which relate to the sale and distribution of firearms and Dealer will cooperate with law enforcement officials when requested to provide information relating to those records.

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Smith & Wesson® Dealer Code of Responsible Business Practices Continued

- Dealer will complete an “LEO Point of Sale” form (copy of which is attached), for each LEO firearm transaction executed while participating in the Smith & Wesson American Guardians Program
- Dealer agrees to maintain a copy of all LEO Point of Sale forms with ATF 4473 documentation for up to five years
- Dealer agrees to provide Smith & Wesson or its authorized LE Wholesale Distributor, from which LEO products were purchased, with copies of any requested LEO Point of Sale forms; and allow Smith & Wesson and/or its LE Wholesale Distributor to view all 4473 paper documents related to such sales in association with an audit.
- Dealer agrees to allow Smith & Wesson and/or its authorized LE Wholesale Distributor to audit LEO point of sale forms within two weeks of written request by Smith & Wesson or its authorized LE Wholesale Distributor. Failure to allow Smith & Wesson or its authorized LE Wholesale Distributor to view and audit such forms and documentation will result in immediate termination from Smith & Wesson’s American Guardians Program.
- Dealer will not sell or ship any Smith & Wesson product outside of the 50 US States
- Dealer will not engage in any sales to the US Military, US Federal agencies, or to state or local municipal agencies.
- Dealer may not apply to Smith & Wesson for Federal excise tax exemption
- Dealer agrees that under the American Guardians Program, Dealer may only sell product from its individual storefront locations, and may not ship Smith & Wesson American Guardians Program products to other dealers or distributors without express written permission from Smith & Wesson.
- Dealer will only sell product under the American Guardians Program to those individuals listed as authorized customers on the LEO Point of Sale Form

Smith & Wesson may at any time change or discontinue its Authorized American Guardians Dealer program, and the benefits available to any Dealer.

Smith & Wesson may, at its sole discretion, suspend or terminate the Authorized American Guardians Dealer status of any Dealer in the event a claim is brought by a government or law enforcement agency in which the business or distribution practices of the American Guardians Authorized Dealer are called into question.



