



## **Application**

### **2023**

2100 Roosevelt Avenue • Springfield, MA 01104  
1.800.331.0852  
[www.smith-wesson.com](http://www.smith-wesson.com)

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## ***Dear Firearms Retailer:***

Thank you for your interest in Smith & Wesson's ***American Guardians® Authorized Dealer Program.***

This program offers the opportunity to sell specially priced firearms to certain eligible members of the Law Enforcement, Military, and First Responder communities through a network of Authorized Dealers.

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

As an express condition of this program, all American Guardian Dealers must (i) sell the firearm at the required American Guardian pricing and (ii) pass along to the purchaser at no additional cost to them a pair of Smith & Wesson® M-100 nickel handcuffs provided to you for each and every firearm sold hereunder pursuant to the program. 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 PROGRAM APPLICATION



Dealer Name		<b>American Guardians® Authorized Dealer Program Application</b>		DSM	
Yrs This Location	# Employees	Phone		Retail App Phone	
Dealer Contact Name		Dealer Contact Email		Manager Name	
Website URL				Has SOT	
		Store Sq. Foot >		Does Store Carry	Smith & Wesson
		Total Volume \$ >			Gemtech
		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	N	Y	N
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) -**

**American Guardians® 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



The Smith & Wesson American Guardians Authorized Dealer Program (the "AG Program") consists of this Application and the AG Program Terms and Conditions which are available at [https://www.smith-wesson.com/sites/default/files/SWAmericanGuardiansProgramTerms\\_Conditions.pdf](https://www.smith-wesson.com/sites/default/files/SWAmericanGuardiansProgramTerms_Conditions.pdf) which are expressly incorporated into this Application. BY SIGNING THIS APPLICATION BELOW, YOU CONFIRM THAT YOU HAVE READ, COMPLETELY UNDERSTAND, AND VOLUNTARILY AGREE TO BE LEGALLY BOUND BY, ALL OF THE TERMS AND CONDITIONS OF THE AG PROGRAM.

Signature of Dealer / Owner / Manager	Date	Smith & Wesson Approval	Date
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# Welcome to the Smith & Wesson® *American Guardians®* Program! - POINT OF SALE FORM -

Only those persons meeting the eligibility criteria below may purchase Smith & Wesson® firearms at a discount offered under the Smith & Wesson® American Guardians® Program.

- Sworn LEO (Law Enforcement Officers) State, County and Local
- Federal LEO; F.B.I., U.S. Marshals, DEA, DHS, etc.
- Corrections Officers, including Parole Officers and Probation Officers
- Retired LEO with "retired" credentials including Federal, State, County and Local
- Law Enforcement Academy Cadets with Enrollment Documentation from the Academy
- State Licensed Security Companies and State/City Licensed Security Officers
- Federal Flight Deck Officers
- State and Federal Court Judges, District Attorneys (including Assistant and Deputy District Attorneys)
- First responders including fire fighters and rescue personnel with appropriate I.D.
- Military (including National Guard): Active, Retired, Active-Reserve, Disabled in any capacity
- Veterans Honorably Discharged with Form DD214 (or National Guard equivalent)

I, \_\_\_\_\_ swear or affirm, under penalty of perjury, that  
(Print name of eligible American Guardians Customer)

I meet the eligibility criteria (above) to purchase the Smith & Wesson® product identified below under the American Guardians® Program offered by Smith & Wesson, that I am the actual purchaser (transferee or buyer) of the product, that the product is for my own personal use, and that I may lawfully own and possess the product purchased under the American Guardians Program. I further swear or affirm, under penalty of perjury, that I am not purchasing the product for the purpose of resale. I understand that false statements could subject me to criminal or other penalties and exclusion from participation in the American Guardians Program.

\_\_\_\_\_  
(Signature of eligible American Guardians Customer)

\_\_\_\_\_  
Date

MODEL \_\_\_\_\_

Provide one form per product.

SKU \_\_\_\_\_

Serial Number \_\_\_\_\_

### Authorized Dealer Verification of Customer Identification:

As an Authorized Dealer participating in the Smith & Wesson American Guardians Program, I certify that the Customer identified above has provided me with proper and valid identification or documentation to establish that he/she is: (a) the Customer making the purchase; and (b) eligible to participate in the American Guardians Program.

\_\_\_\_\_  
Sales Signature / Date

\_\_\_\_\_  
Store Name / Dealer Trade Name

**Note to Authorized Dealers:** this Point of Sale Form is not a substitute for the certification letter required for certain sales to law enforcement officers under 27 C.F.R. sec. 478.134. You are responsible for ensuring that all sales comply with all applicable laws and regulations.

**ATTACH A COPY OF DEPARTMENT/AGENCY I.D., LETTERHEAD OR HONORABLE DISCHARGE FORM (WHERE APPLICABLE AND PERMISSIBLE).**



## Smith & Wesson® Dealer Code of Responsible Business Practices

**A**s 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)
- Dealer will complete and maintain LEO Point of Sale Forms for all applicable sales under this program.
- 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.

*continued....*

## **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 U.S. 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.