

## Supressors



## Short Barrel Rifles



## Short Barrel Shotguns



# Are Not Illegal!

## How To Buy NFA / Class III Items

Machine Guns  
Suppressors  
Short Barrel Shotguns  
Short Barrel Rifles  
Any Other Weapon (AOW)

### What Is A Class III Or Title II Firearm Or Item?

Under the National Firearms Act, a Class 3 Firearm (Or Title II Firearm) is defined as:

- A Machine Gun
- A Sound Suppressor (a.k.a. silencer)
- A Short-Barrel Shotgun (Less than 18" Barrel)
- A Short Barrel Rifle (Less Than 16" Barrel)
- A destructive device
- "Any other weapon" (AOW)

Your local gun shop can help you decide if you need to register your intended purchase.

### How Do You Buy A Class III Item?

By law, when individuals purchase Class 3 or Title II Firearms, the Chief Law Enforcement Officer (CLEO) of the city or county where the individual resides is required to sign a document called a Form 4. Unfortunately, many CLEO's have been reluctant or outright unwilling to sign any request for the purchase of a Class 3 firearm.

However, the ATF currently states that if the purchase is made through an entity, such as a trust, corporation, or LLC, then **NO CLEO SIGNATURE IS REQUIRED**. Furthermore, no fingerprints or passport photo is required.

### What Is A Firearms Trust?

NFA Trusts, Firearms Trusts, Title II Trusts, Class 3 Trusts are all specific types of a Revocable Living Trust that deal with the unique issues of owning, transferring, and possessing Title II firearms (Silencers, Short Barrel Rifles and Shotguns, and Machine Guns).

### Why A Trust And Not A Corporation?

Many individuals prefer the Revocable Gun Trust over a Corporation or LLC because the NFA Trust is less expensive to operate (only a one time setup fee) and provides privacy. Florida trusts do not require any disclosure or public filings, where corporation annual filings are public record. As a result of the private status of a Florida Revocable Trust, the only people who know the terms of the trust are those you choose to tell or provide a copy of the trust documents.

### Benefits Of A Trust

- No CLEO signature required
- No Annual Fees - the trust document is good forever
- Add as many Title II items as you like - there is no limit
- No registration/filing requirements (your information remains private)
- Allows for legal transfer of your Title II weapons if something were to happen to you

## ***Purchasing an NFA Item (Step By Step Process):***

- 1. Purchase your suppressor, short barrel rifle, short barrel shotgun from us.**
- 2. Receive a complimentary blank NFA trust template for your use.**  
(See a sample of the complimentary trust on the following pages)
- 3. Fill out, execute / notarize your NFA trust.**
- 4. Bring your executed NFA trust to us (your local class III dealer).**
- 5. We will setup the ATF paperwork for the transfer of your NFA item to your trust.**
- 6. You review & execute ATF paperwork.**
- 7. We send your ATF paperwork in to ATF for review, processing, approval.**
- 8. Wait 4 to 6 months for ATF to process your paperwork**  
(NOTE: IF YOU PURCHASE AN NFA ITEM THROUGH US YOU ARE WELCOME TO USE THAT ITEM AT YOUR CONVENIENCE IN OUR FACILITY ONLY. HOWEVER, IT MAY NEVER LEAVE THE PREMISES UNTIL YOUR PAPERWORK IS PROCESSED AND RETURNED BY ATF)
- 9. ATF processes, approves & returns your paperwork to us with the special tax stamp for your NFA item.**
- 10. We contact you to come in and pick up your NFA item.**
- 11. You come in and we conduct and FDLE required background check.**
- 12. You take your NFA item home with you.**

## **NFA FIREARMS TRUST SAMPLE**

We have prepared a sample NFA trust that has been submitted successfully to ATF (after a lawyers review) multiple times. Please see the sample NFA firearms trust on the following pages.

**(All Areas highlighted in gray are the trust specific information required by the applicant)**

**Should you choose to buy your  
Class 3 items from us,  
We will provide a complimentary  
Blank template of the following sample trust  
For your use to create your own trust .**

### **PLEASE NOTE:**

**A properly created trust for obtaining and holding  
Firearms is a complicated document and you should have it  
prepared and explained by a licensed attorney who can review any  
trust prior to the acquisition or transfer of regulated firearms.**

# DECLARATION OF FIREARM TRUST

BY

**John William Smith**

THIS TRUST AGREEMENT is entered into this **1 DAY OF January, 2010** by **John William Smith**, **123 Main Street, Osceola County, Florida, 12345**, herein referred to as "Grantor," and the same **John William Smith** herein referred to as "Trustee." Reference in this Trust to the "Trustee" shall be deemed a reference to whomever is serving as Trustee, whether original, or a successor. The Grantor is the Trust creator. The Term "Grantor" shall be synonymous with Settlers, Creators, or Trustors.

## Article I

### Title and Purpose

This Trust shall be known as the **John William Smith Firearms Trust** under Declaration of Trust dated **January 1, 2010**.

The purpose of this Trust Agreement is to carry out the desire of the Grantor to create a Trust into which they may transfer firearm assets during their life (and by testamentary devise). The Grantor's firearm assets, once transferred to the Trust and thus becoming assets of the Trust, may be managed, transferred or sold for the benefit of the Grantor during any period of periods of incapacity or disability which they may suffer. The Trust shall also serve as a means to preserve, to a greater extent than is normally possible through testamentary instrument, the privacy of the Grantor's firearm assets.

The Grantors specifically reserve the right to revoke, alter or amend this Trust in whole or in part so long as they have not been judicially determined to be incapacitated.

## Article II

### Trustee, Alternate & Successor

In the event of death or incapacity of the Grantor, the following person(s) are nominated and appointed as alternate or successor trustee(s) (with only one serving at any given time) in the order in which they are named:

**FULL NAME SUCCESSOR 1**

**FULL NAME SUCCESSOR 2**

**FULL NAME SUCCESSOR 3**

Upon signing a written acceptance of this Trust, any successor Trustee shall be vested with the title to all Trust property subject to the Trust herein declared. No further act on the part of the parties hereto or of any court shall be necessary to vest in a Trustee or successor Trustee the fiduciary powers and duties in the supervision and management of this trust.

A Trustee, in taking possession of the Trust property, even for a limited time, and/or for the limited purpose of making a distribution, must notify the Bureau of Alcohol, Tobacco, Firearms and

Explosives (ATF) in writing of any change in the location of the Trust Property. A Trustee who plans on taking possession of the Trust Property must be aware that there are some states which do not permit the possession of the Trust Property. If a Trustee plans on taking the property out of State of Florida, the Trustee should consult an attorney in that state. ATF does require advance notice of any change of location of the Trust Property.

In the event that an individual Trustee is judicially determined to be incapacitated, defined as determined by law, he or she shall be removed. No trustee named hereafter may properly serve under this trust unless legally capable of owning firearms, including being the minimum age of twenty-one years (21) and having no felony convictions, including any other such requirements as may be provided by law.

The Trustee of a Trust may have duties and responsibilities in addition to those described in the instrument creating the Trust. If you as Trustee have questions you should obtain legal advice.

The Grantor, unless judicially determined to be incapacitated as provided by law, shall have the right to discharge any Trustee of this Trust, including any successor Trustee, and to appoint a Trustee in its place.

In the case of death, resignation, removal, declination to serve, or incapacity of all of the Trustee and successor Trustee nominated herein, or in the event there is no Trustee who possesses the legal ability to act as Trustee under this specific trust, this Trust shall fail and the beneficiary's interests shall merge.

### **Article III Trust Property**

The Grantor acknowledges that they have transferred to the Trustee(s) without consideration, assets to be used by the Trustee(s) for the purchase of firearm assets, which consist of the original corpus of the Trust Estate and the Trustee(s) duly acknowledge(s) receipt in trust.

Additional firearms or related firearm accessories or property may be added to the Trust Estate at any time by the Grantor or by any person or persons (with the consent of the Trustee(s)), including by inter vivos or testamentary transfer. All such property is referred to herein collectively as the Trust Estate, and shall be held, managed and distributed as herein provided. The primary source for identifying assets in the Trust Estate is the schedule of property attached hereto.

**Article IV  
No Bond Required**

Unless otherwise provided herein and to the extent that such requirements may legally be waived, no trustee hereunder shall be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument. In the administration of the Trust or Trusts created by this Agreement, the Trustee or Trustee thereof shall have the power and authority, in addition to any other powers that may be conferred by law and with application to any court. This provision shall not be construed to eliminate or lessen the legal responsibilities of the Trustee.

**Article V  
Trust Property Disposition and Beneficiary Designation**

Upon the death of the Grantor, the Trustee(s) shall distribute the property in the Trust Estate and any property which is specifically provided for or transferred to the Trust pursuant to the Grantor's Last Will and Testament. All tangible personal property belonging to the Grantor and transferred to this Trust, if any, shall be distributed by the Trustee(s) to the beneficiaries as follows:

**FULL NAME SUCCESSOR 1**

**FULL NAME SUCCESSOR 2**

**FULL NAME SUCCESSOR 3**

Should the above-named beneficiary fail to survive me, or should the above-named beneficiary choose not to receive the assets, then the property shall be distributed by the Trustee(s) to:

**FULL NAME SUCCESSOR 4**

All of the rest, residue and remainder of the Trust Estate shall be distributed in the order of beneficiaries as written above, **FULL NAME SUCCESSOR 1**, then to **FULL NAME SUCCESSOR 2**, then to **FULL NAME SUCCESSOR 3**, then to **FULL NAME SUCCESSOR 4**

No beneficiary shall hold the corpus of the Trust unless and until they are legally capable of owning firearms, including being the minimum age of twenty-one (21) and having no felony convictions, including any other requirements as may be provided by law. If the beneficiary is legally incapable of holding the corpus of the Trust, the Trustee(s) is/are directed to hold the Trust property until the beneficiary is legally capable.

The Grantor authorizes any beneficiary under this trust to renounce and disclaim, in whole or in part, any transfer to or for the benefit of such beneficiary. Any such renunciation and disclaimer shall be made in accordance with state and Federal law.

The administration of this and any Trust provided for herein shall be subject to the laws of the State of Florida. The Grantor is creating an identifiable group or class of beneficiaries, and only the members of that group or class who survive the Grantor shall partake or participate in the distribution to that group or class of beneficiaries.

The beneficiary's interest under this Trust Agreement is subject to this spendthrift provision, and to the fullest extent permitted by law, each trust created by this Agreement shall be a spendthrift trust, which is intended to restrain both voluntary and involuntary transfer of any income, assets, or remainder beneficiary's interest. None of the assets or income of the trusts established in this Agreement shall, whether voluntarily or involuntarily, be subject to or liable for any of the debts, contracts, engagements, or taxes of any of the beneficiaries under this Trust, nor shall the same, whether voluntarily or involuntarily, be liable to execution, attachment, or any other legal process whatsoever at the suit of any creditor, or otherwise, nor shall the same, whether voluntarily or involuntarily, be subject to assignment, transfer, or anticipation; but all payments of principal and income as provided in this Agreement shall be made by the Trustee(s) to the beneficiary designated in accordance with the provisions of this Agreement.

A Trustee succeeding a Trustee who was also the Grantor of the Trust is not personally liable for any action taken or omitted to be taken by such prior Grantor-Trustee; nor does such a successor Trustee have a duty to institute any action against such prior Grantor-Trustee, or file any claim against such prior Grantor-Trustee's estate, for any of the prior Trustee's acts or omissions as Trustee.

## **Article VI General Provisions**

Reliance By Third Parties – Parties are authorized to rely upon the provision of this Trust instrument and are exonerated from any loss, claim, or liability in relying on said instrument and its provisions. Parties dealing with the Trustee(s) named hereunder are not required to determine the advisability of the transactions being conducted by the Trustee(s), or to see the proper exercise of powers under the Trust instrument, or to follow the disposition of monies and/or property delivered to the Trustee(s) or successor Trustee(s) hereunder.

Severability – If any part of any provision in this instrument shall be held to be invalid or unenforceable by a court having appropriate jurisdiction, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument. If any Trust herein established exceeds the longest permissible period, it shall persist in its period for the longest period permissible, then terminate.

Situs of the Trust/Governing Law – This Trust is established under the laws of the State of Florida and the validity, administration and interpretation of this Trust shall be governed by the laws of the State Of Florida. It is the Grantor's desire that the Trust at all times be administered in the State of Florida, especially if the Grantor dies domiciled in the State of Florida.



The Grantor of this Trust, in reserving broad powers for himself/herself, such as the right to receive as much of the income and principal of the Trust as he/she should elect during their lifetime, and in naming himself/herself as initial Trustee, are relying upon the modern law of trusts and in part, Florida State 689.075.

IN WITNESS WHEREOF, the provisions of this Declaration of trust shall bind **John William Smith**, as Grantor and **John William Smith**, as Trustee, successor Trustee assuming the role of Trustee hereunder, and the beneficiaries of this Trust.

Witnesses:

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
**John William Smith**, Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF ORANGE

Acknowledged and subscribed before me by the Grantor, and sworn to and subscribed before me by the above-named witnesses, all on the **1 DAY OF JANUARY, 2010**.

Witnesses personally known: \_\_\_\_\_

Grantor personally known: \_\_\_\_\_

\_\_\_\_\_  
Notary Public:

My commission expires:

SIGNATURES CONTINUE ON FOLLOWING PAGE.

Witnesses:

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
**John William Smith, Trustee**

STATE OF FLORIDA

COUNTY OF ORANGE

Acknowledged and subscribed before me by the Trustee, and sworn to and subscribed before me by the above-named witnesses, all on the **1 DAY OF JANUARY, 2010.**

Witnesses personally known: \_\_\_\_\_

Grantor personally known: \_\_\_\_\_

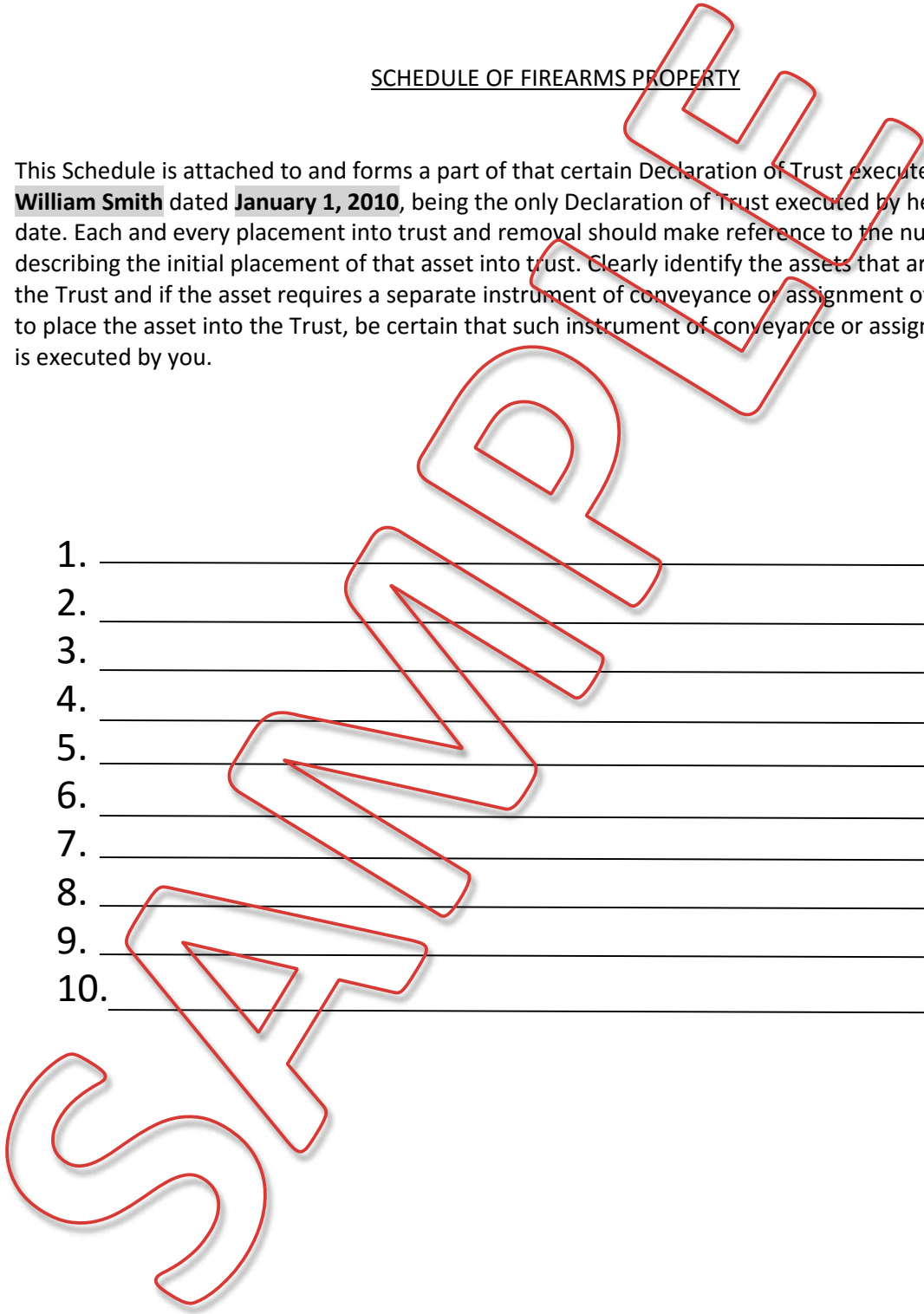
\_\_\_\_\_  
Notary Public:  
My commission expires:

SAMPLE

SCHEDULE OF FIREARMS PROPERTY

This Schedule is attached to and forms a part of that certain Declaration of Trust executed by **John William Smith** dated **January 1, 2010**, being the only Declaration of Trust executed by he/she on that date. Each and every placement into trust and removal should make reference to the numbered entry describing the initial placement of that asset into trust. Clearly identify the assets that are placed into the Trust and if the asset requires a separate instrument of conveyance or assignment of rights in order to place the asset into the Trust, be certain that such instrument of conveyance or assignment of rights is executed by you.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_



## Frequently Asked Questions

**Q: Can the “grantor” and “trustee” be the same person?**

A: Yes, developing a trust for yourself as the trustee requires that you are both the “grantor” and “trustee. This is perfectly legal and done all the time.

**Q: Can I put my existing items into my Firearms Trust?**

A: Yes, but because ownership of the NFA item is being transferred from you, as an individual, to the trust, you must file a Form 4 and pay the \$200 tax. Fortunately, since you are already the owner, you can maintain possession of the item while the transfer is processing.

**Q: Are there limitations as to who I can add as a trustee?**

A: Yes. If an individual is prohibited by federal, state, or local law from possessing a suppressor due to age, felony convictions, or other reasons, they cannot be added as a trustee. Only individuals legally allowed to purchase and possess NFA items may be added to the trust.

**Q: What if I want to add my child to my trust?**

A: So long as he or she is of the legal age as defined by your state to possess a suppressor and can sign and have their signature notarized, they can be added to your trust. If they are below the legal age for NFA item possession in your state, you may still add them as a beneficiary, not a trustee.

**Q: Can I add someone who lives out of state as a trustee?**

A: Yes. Once you have added them to the trust, the new trustee will need to sign and have the trust notarized, and then send a copy back to you for your records.

NOTE: Adding someone who lives in a non-NFA-friendly state to your trust does not make them eligible to possess NFA items in that state. They can, however, possess the items while they are in an NFA-friendly state. Local law supersedes federal law in this regard; obey all local laws.

**Q: Is there a limit to the number of people I can add to my trust?**

A: Theoretically, no, there is technically no limit to the number of additional trustees you can add through amendments to your trust.

**Q: How do I make an amendment to my Trust?**

A: At some point you will no doubt need to add an item, add a trustee, remove a trustee, or make other adjustments to your trust. To do so, type up the changes and label them accordingly (e.g. Amendment 1, Amendment 2, etc.). After each Amendment, note that “The trust continues from original date of creation” so that it is clear all preceding information is still relevant. We recommend that you then print out the trust and have each amendment notarized.

**Q: Am I required to record / register my trust with a courthouse?**

A: No, recording or registering a trust with a courthouse in the State of Florida is optional. Should you choose to do so your can, but there is absolutely no requirement to do so.

**Q: Does my trust need to be notarized and witnessed to be official?**

A: Yes. The State of Florida requires that notarized documents require a witness.

**A properly created trust for obtaining and holding Firearms is a complicated document and you should have it prepared and explained by a licensed attorney who can review any trust prior to the acquisition or transfer of regulated firearms.**