

AFFIDAVIT AND BILL OF SALE FOR A NON-NFA FIREARM

Parties to the Transaction:
 _____, Seller,
 residing at: _____

and

_____, Purchaser,
 residing at: _____

Purchase Price: \$ _____

Description of the Firearm

_____ Semiautomatic; Manually Chambered
Pistol; Revolver; Rifle; Shotgun; Other

Manufacturer: _____

Importer: _____

Model: _____

Caliber or Gauge: _____

Ammunition Capacity: _____

Serial N^o: _____

COME NOW THESE PARTIES, the Seller and Purchaser identified above, both of whom state that they are over the age of majority, that they are *bona fide* **residents of the same state** as specified in the physical addresses listed for each party above, that they have personal knowledge of the facts herein stated, and that they are otherwise competent to make this statement under oath:

1. Seller agrees to sell, and Purchaser agrees to buy, the firearm described above, as-is, where-is, and with all its faults and without warranty of any kind other than warranty of title, for the sum identified above, receipt of which is hereby acknowledged, shipping to be arranged separately.
2. Seller affirms that he has no knowledge of, or reason to believe that there is any legal or equitable impediment to his transfer of the firearm described above; and that he acquired the firearm in a lawful manner and is the legitimate owner thereof.
3. Purchaser affirms that he has no knowledge of, or reason to believe that there is any legal or equitable impediment to his ownership, possession, or receipt of the firearm described above; that he is not prohibited by the provisions of Chapter 44 of Title 18, United States Code from receiving a firearm in interstate or foreign commerce; that his receipt of this firearm will not be in violation of any statute of his state of residence or of any published ordinance applicable to the locality in which he resides; and that he is lawfully entitled to purchase the same and that he is acquiring the handgun for his personal use and not in contemplation of the sale or transfer of the handgun to any other person.
4. Neither Party is a "dealer" as that term is defined in 27 C.F.R. §478.11 or otherwise licensed to sell firearms at retail.

WHEREFORE, these parties affirm under penalty of perjury that these statements are true and correct to the best of their knowledge and belief, this _____ day of _____, 20_____:

 Seller

 Purchaser

INSTRUCTIONS FOR USE OF AFFIDAVIT/BILL OF SALE FORM

This document contains the instructions for use of the "Affidavit and Bill of Sale" form. These instructions must be followed to the letter for transfer of handguns unless otherwise stated; a failure to use the form properly can result in serious legal problems, including criminal prosecutions. Long guns have more liberal rules, but we strongly suggest that you follow the same procedure.

1. The form is designed to facilitate the transfer of a handgun between private parties, neither of whom is in the business of buying and selling firearms, and neither of whom is licensed as a dealer in firearms by the Bureau of Alcohol, Tobacco, Firearms, and Explosives ("BATFE"). It is also designed to provide documentation of ownership, for example if the gun should be lost, stolen or destroyed and the owner has to be able to make a report to law enforcement or an insurance company, or even to prove ownership for a subsequent transfer to another person.
2. Both the seller and the purchaser must be actual residents of the same state at the time of the transaction. It is possible, under BATFE regulations, for one person to be a resident of more than one state, but at the time of the transaction, he must be actually residing in the same state as the other party. In a face to face transaction, both parties should inspect the identification of the other to verify that the proper name and address was used on the form, and check a picture-id if possible to confirm the identity of the other party. If any aspect of the transaction is questionable, don't go through with it until the confusion is cleared up.
3. The form functions as an affidavit, which can be used to justify the shipment of a handgun to a non-federal firearms licensee within the same state. This must be done using a common carrier, such as Federal Express or UPS. Handguns cannot be mailed by non-licensees (USPS Domestic Mail Manual Rule 11.1.2). The Gun Control Act of 1968, section 992, makes it a crime for a nonlicensee to ship a firearm "in interstate commerce" which basically means beyond the borders of his state of residence. For protection of the seller from prosecution, shipment of a handgun from one private party to another within the same state should be done, if, and only if, the affidavit has been executed first, and the shipper has an original of the affidavit in his possession prior to the shipment. There is no federal record keeping requirement, and this affidavit is designed only for the protection of the parties from legal attacks on other grounds.
4. The use of the affidavit can provide a reasonable basis for the assertion that the seller did not have reason to know that the purchaser was in reality not entitled to purchase a handgun. It is not a way of getting around the requirement that the seller have a good faith belief that the purchaser was not violating the law by his acquisition of the firearm. It is reasonable to rely on the purchaser's sworn statement, unless and until the seller has knowledge of other facts not stated within the affidavit which effectively give him actual notice that the purchaser is not entitled to purchase a handgun. For example, if someone happens to mention, "I think I know that guy; I think that he was convicted of armed robbery ten years ago.", that gives rise to a duty to check on the facts, notwithstanding the affidavit. In a case like that, and where the purchaser says "I lived in Oklahoma, but that was not me.", have him get a criminal background check from where he lived in Oklahoma and show you that he was never convicted, or else execute the transfer through a federal firearms licensee who can get the purchaser to fill out the standard form and submit to an NICS check.
5. Note that the terms state that the only thing the Seller is promising is that he actually owns the gun and has legal authority to sell it. It is assumed that the Purchaser is aware that he is buying a used gun from a person who gives no warranty, and has negotiated the price he's willing to pay accordingly.
6. Not all of the fields listed under "identification" need to be filled out - guns made in the U.S. will not have an "importer", for example. But all of the information normally required for adequate identification should be available and should be filled out completely.