

AGREEMENT

STATE OF ALABAMA }
 }
MORGAN COUNTY }

This Agreement is entered into this ____ day of _____, 2023 by and between THE HUNTER SAFETY SYSTEM, INC. (“HSS”) and _____ (“Outfitter”).

WHEREAS, HSS is an industry leader in the distribution and sales of safety products for use in elevated hunting; and

WHEREAS, Outfitter is an established and recognized outfitter in the North American market; and

WHEREAS, HSS and Outfitter share the mutual goal of providing hunters with quality safety products and encouraging the use of same;

NOW, THEREFORE, HSS and Outfitter hereby enter into this Agreement, in accordance with the following provisions:

1. The Agreement term shall commence on the ____ day of _____, 202____, and continue for a period of twelve (12) months terminating one year from the date of commencement; provided, however, this Agreement may be terminated by either of the undersigned parties by delivering a thirty (30) day written notice to the other undersigned party.
2. Under this Agreement, Outfitter agrees to purchase and maintain a current in date HSS Lifeline on all elevated tree stands on all property utilized by Outfitter in their course of business.
3. Outfitter agrees to have sufficient HSS safety harnesses available for use by its customers so that any customer that does not have their own harness will be provided with a harness for use while hunting from an elevated stand.
4. Outfitter agrees to require that all its customers wear a harness that meets the industry standards recognized by the TreeStand Manufacturer’s Association and always use a HSS Lifeline while hunting from an elevated stand.
5. Outfitter agrees to use HSS products exclusively provided HSS offers the product needed or desired.

6. HSS agrees to list and promote Outfitter on its website as a Preferred Outfitter.
7. HSS agrees to allow Outfitter the use of the HSS logo on the Outfitter's website and promotional materials.
8. HSS and Outfitter agree that this Agreement does not constitute any type of partnership and that neither party shall be liable to the other for the use/misuse of any HSS products.
9. Both parties hereto hereby represent and warrant that neither the execution and delivery of this Agreement nor the performance of any duties hereunder violates the provisions of any other agreement to which either is a party or by which either is bound.
10. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all previous representations, negotiations, commitments, and writing with respect thereto.
11. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by all the parties hereto.
12. This Agreement shall be governed by the laws of the State of Alabama.
13. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail to the principal office of the parties hereto, respectively.
14. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any of the parties hereto.
15. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, administrators, successors, and permitted assigns.

******* SIGNATURES FOLLOW ON PAGE 3 *******

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ day of _____, 2023.

THE HUNTER SAFETY SYSTEM, INC.

WITNESS

By: _____
JERRY WYDNER
ITS VICE-PRESIDENT

OUTFITTER LEGAL NAME

WITNESS

By: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

Its _____
TITLE OF AUTHORIZED REPRESENTATIVE