

## QUALITY HUNTS

### MASTER OUTFITTER AGREEMENT

This Master Outfitter Agreement (the "Agreement") is made by and between Quality Hunts, LLC, a Texas limited liability company with address at 1012 Rayford Rd, Spring, TX 77386 ("Company") and Outfitter designated on the electronic Quality Hunts Package Submission Form (herein referred to as "Outfitter") (Quality Hunts and Outfitter are each a "Party" and are collectively referred to as the "Parties").

### WITNESSETH

WHEREAS, Quality Hunts is a comprehensive concierge hunting service which assists clients with planning and booking hunting adventures.

WHEREAS, Quality Hunts wishes to establish relationships with Outfitter who are able to provide first class service to Quality Hunts' Clients (herein referred to as "Clients"); and

WHEREAS, Quality Hunts is desirous of contracting with Outfitter to become and remain part of Quality Hunts' preferred outfitter list; and

WHEREAS, Quality Hunts is desirous of contracting for Outfitter's services on behalf of Clients.

NOW THEREFORE, in consideration of the business opportunities provided to Outfitter by being on Quality Hunt's preferred Outfitters List, as described herein in further detail, and in further consideration of the promises, covenants, and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

### ARTICLE I

#### SERVICES

1.1 Services to be Provided by Outfitter. Outfitter shall provide such services to Clients as are usually provided by Outfitter in its business, as set out on Exhibit A attached hereto, and will provide such services upon request by Quality Hunts. Outfitter agrees to provide exemplary service, with Client's complete satisfaction being the ultimate goal. Outfitter's exemplary service will be measured, among other factors, by Client's satisfaction, and Outfitter's ability to work with Quality Hunts. Outfitter agrees to provide service to all of Quality Hunts' Clients without prejudice.

1.2 Hunting Service Contract. The specific services ("Services") to be provided under this Agreement shall be set out in individual Hunting Service Contracts, which Outfitter will provide to Quality Hunts upon request (the "Hunting Contract"). Upon Client's acceptance of the proposed Hunting Contract, Client and Outfitter will both execute the Hunting Contract, which will then be subject to this Agreement. Each Hunting Contract will include, in detail sufficient to

effectively define the obligations of each party: (i) a description of the services; (ii) the responsibilities and obligations of Outfitter; (iii) the responsibilities and obligations of Quality Hunts and Client; (iv) the dates; (v) the payment(s) due; and (vi), any other terms as may be required by either Quality Hunts or Outfitter. The Hunting Contract(s) will be effective upon execution by both Client and Outfitter. The parties expressly disclaim any alternate terms and conditions accompanying drafts issued by Outfitter.

1.3 Outfitter Rates. Outfitter agrees to bill Clients at the rates agreed upon and set forth on Exhibit A attached hereto. Quality Hunts acknowledges that from time to time Outfitter may wish to raise its rates. However, Outfitter agrees that it cannot collect any charges above and beyond the fees set forth in Exhibit A, unless it gives at least thirty (30) days prior written notice to Quality Hunts and such changes are approved by Quality Hunts, in writing.

1.4 Duration of Agreement. This Agreement shall become effective once signed by both parties, and shall continue for a period of five (5) years unless earlier terminated as provided in this Agreement. This Agreement may be terminated by either party hereto at any time upon thirty (30) days written notice to the other party, except that such termination will not affect any prior bookings for which Outfitter or Quality Hunts has already received a deposit. Either party reserves the right to terminate this Agreement for any reason whatsoever.

1.5 Outfitter availability. Because of the nature of the services provided, Outfitter agrees to provide a phone number where they can be reached during business hours seven (7) days/week. Outfitter further agrees to promptly return voicemails, text messages, and emails within two (2) business days.

1.6 Non-Exclusivity. The Parties acknowledge and agree that the services provided hereunder are provided on a non-exclusive basis, and nothing herein shall be construed as prohibiting Quality Hunts from engaging similar services with third parties during the Term of this Agreement. Similarly, nothing herein shall be construed as prohibiting Outfitter from providing similar services to other third parties.

## ARTICLE II

### COMPENSATION

2.1 Outfitter Compensation. Quality Hunts will remit the deposit, less Quality Hunts' referral fee, to Outfitter within five (5) business days of Quality Hunt's receipt of the deposit amount from Client. Client will pay the remaining balance directly to Outfitter pursuant the terms contained in the Hunting Contract.

2.2 Quality Hunts Referral Fee. Outfitter agrees to pay Quality Hunts a fee for referring Outfitter to Clients. This fee (hereinafter the "Referral Fee") shall be deducted from the Client's deposit by Quality Hunts prior to remitting the remaining deposit amount to Outfitter as described herein. The referral fee shall be charged at a rate of fifteen percent (15%) of the total cost of the Hunt Contract. Quality Hunts reserves the right to increase the Referral Fee upon thirty (30) days prior written notice to Outfitter.

2.3 Other Fees. Banking fees, such as credit card fees, wire transfer fees, etc. associated with deposits or payment for a booked hunt shall be deducted from the Clients deposit by Outfitter in the form of a premium over and above Quality Hunts commission.

## **ARTICLE III**

### **OBLIGATIONS AND REMEDIES**

3.1 Damages. Outfitter acknowledges that its failure to perform as contracted, whether due to quality of service, timely service, or other failure to perform may severely impact Quality Hunts' business. Accordingly, any breach of this Agreement due to Outfitter's failure to perform its services pursuant to the terms of the Hunting Contract, Outfitter will pay Quality Hunts, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to ten percent (10%) of the total cost of the hunting package.

3.2 Disputes. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Montgomery County, Texas pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. Each Party acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial.

3.3 Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. The Agreement is performable in Montgomery County, Texas, and the Parties agree that venue for any legal dispute under the Agreement shall be Montgomery County, Texas. Any Party, who is the prevailing Party in any legal proceeding brought under or in relation to The Agreement shall be entitled to recover arbitration costs and reasonable attorneys' fees from the non-prevailing Party.

3.7 Outfitter Warranties. In addition to other warranties and guaranties expressly or impliedly required by this agreement, Outfitter shall, and hereby does warrant and guarantee that: (1) Outfitter is licensed by its respective state or province and able to provide proof thereof, it is in good standing with its state or province's licensing authority, and it has not had its license suspended within the last two years; and (2) All of Outfitter's leases are current and in good standing.

## **ARTICLE IV**

### **LIMITATION OF LIABILITY**

4.1 Independent Contractor. Both Quality Hunts and Outfitter agree that the relationship created by this Agreement is that of Independent Contractor, and not that of employee

and employer, and shall not be construed otherwise. Outfitter shall furnish duly qualified persons to provide the services under this Agreement, which persons shall at all times be either employees or subcontractors of Outfitter, and not employees of Quality Hunts. Quality Hunts is not responsible for deducting, and shall not deduct, from payments to Outfitter any amounts for withholding tax, FICA, insurance or other similar items relating to Outfitter or Outfitter's employees. Outfitter shall be solely responsible for deducting and paying such items. Neither Outfitter nor Outfitter's employees shall be eligible or entitled to any of the benefits to which employees of Quality Hunts may be entitled on the account of their employment with Quality Hunts, such as worker's compensation, unemployment compensation, insurance, paid vacations, paid holidays, pension, profit sharing, Social Security and other benefits that may be available

4.2 NON-LIABILITY. QUALITY HUNTS SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY PORTION OF OUTFITTER'S SERVICES TO QUALITY HUNTS'S CLIENTS. QUALITY HUNTS MAKES NO WARRANTY, OR GUARRANTY, NEITHER EXPLICIT NOR IMPLIED, THAT ANY OF QUALITY HUNTS'S CLIENTS WILL MAKE PAYMENT FOR SERVICES RENDERED BY OUTFITTER.

4.3 LIMITATION OF LIABILITY. THE LIABILITY OF QUALITY HUNTS, IF ANY, AS A RESULT OF THIS CONTRACT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO OUTFITTER BY QUALITY HUNTS DURING THE PERIOD OF ONE (1) YEAR FROM THE DATE OF THIS CONTRACT. THE QUALITY HUNTS WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THE QUALITY HUNTS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT MAY NOT BE LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS. ALL CLAIMS OF ANY TYPE BY OUTFITTER AGAINST QUALITY HUNTS MUST BE BROUGHT WITHIN ONE (1) YEAR OF OCCURRENCE OR BE FOREVER BARRED. THE REMEDIES EXPRESSED IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE.

## ARTICLE V

### GENERAL PROVISIONS

5.1 Advertising: Outfitter hereby agrees to allow Quality Hunts to utilize Outfitter's name, photos and all information Outfitter has available pertaining to any specific hunt offering on Quality Hunts' website, pamphlets, or other publications to promote the relationship created herein.

5.2 Non-Competition Agreement. Outfitter hereby agrees to utilize Quality Hunts for all Clients referred to Outfitter by Quality Hunts for a period of one year following the termination of this Agreement, and Outfitter agrees not to independently negotiate with Clients without the prior written consent of Quality Hunts. Outfitter further agrees not to establish or be a partner in any service similar to that run by Quality Hunts for a period of one year following the termination of this Agreement, without written permission of Quality Hunts.

5.3 Severability: If any part of this Agreement contravenes any applicable statutes, regulation, rules or common law requirement, then, to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed non-binding while all other parts of this Agreement shall remain binding, so long as the material purposes of this Agreement can be determined and effectuated.

5.4 Entirety of Agreement: This Agreement and any attachments hereto, contain the entire understanding between the Parties and supersede any prior understanding or written or oral agreements between them respecting this subject matter. There are no representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement not fully expressed in this Agreement. Any modification or Amendment to this Agreement must be written and executed by all Parties.

5.5 Section Headings. Section Headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

5.6 Notices. All notifications under this Agreement shall be sent by electronic mail, UPS, or certified U.S. mail return receipt requested. All notifications shall be sent to:

If to Quality Hunts:

Fred@qualityhunts.com  
Joshua@qualityhunts.com

Quality Hunts, LLC  
1012 Rayford Rd  
Spring, TX 77386

5.7 Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereon were upon the same instrument.

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