



REVERE'S
—RIDERS—

TM

Memorandum of Understanding

WHEREAS, **Revere's Riders**, a non-profit 501(c)3 corporation, incorporated under the laws of the State of Nevada, and **John Viray of Adaptive Consulting and Training** (hereinafter, "Independent Contractor") have a common interest in firearms training; and

WHEREAS, Revere's Riders desires to obtain the benefit of the advanced firearms training services of the Independent Contractor, and the Independent Contractor desires to render such services on the terms and conditions set forth;

IN CONSIDERATION, of the promises and other good and valuable consideration, the parties herein desire to enter into a Memorandum of Understanding setting forth the obligations and services of each party.

Hereinafter, Revere's Riders and John Viray of Adaptive Consulting and Training shall be referred to collectively as the "Partners".

Terms

Under this Memorandum, John Viray/Adaptive Consulting and Training is an Independent Contractor of Revere's Riders. Nothing contained in this document will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The Independent Contractor may not act as agent for, or on behalf of Revere's Riders, or to represent or bind Revere's Riders in any manner.

Both parties represent that they are fully authorized and empowered to enter into this Memorandum, and that the performance of the obligations under this Memorandum will not violate or infringe upon the rights of any third-party, or violate any other agreement(s) between the parties and any other person, firm or organization or any law or governmental regulation.

This Memorandum shall be in effect for all Pistol 145 ("Intro to Defensive Pistol") and Pistol 209 ("Defensive Pistol") classes listed on the Revere's Riders website during 2020 (mutually agreeable class dates/times to be determined).

This Memorandum remains in full force and effect until the Independent Contractor has completed the services described below, unless earlier terminated.

"Every American Choosing Liberty – Every Day!"
Revere's Riders, PO Box 856, Zionsville, IN 46077

SHOOTING SPORTS – AMERICAN HISTORY – CIVIC ENGAGEMENT

Obligations of the Partners

Services and resources to be provided by Revere's Riders in association with firearms training events conducted by the Partners (hereinafter, "Partner Training Events") shall include:

1. listing of Partner Training Events on the Revere's Riders website;
2. obtaining explicit approval by the Independent Contractor of the prerequisites (if any), required equipment, course of instruction, pricing, etc. for website listing of Partner Training Events prior to publication;
3. provide online ticket sales functionality for Partner Training Events;
4. include Partner Training Events in Revere's Riders usual "Upcoming Events" email newsletter;
5. include Partner Training Events in Revere's Riders other usual and customary event promotions;
6. provide Independent Contractor with suitably qualified Range Safety Officers ("RSOs") as well as other volunteer staff as Independent Contractor shall deem necessary to properly and safely run the Partner Training Events;
7. appropriate liability insurance coverage for Revere's Riders volunteer staff ONLY.

Services to be provided by Independent Contractor shall include:

1. all firearms instruction;
2. all targets (steel, paper or otherwise) needed to carry out Independent Contractor's firearms instruction program;
3. all range fees;
4. appropriate liability insurance coverage for all event staff who are not Revere's Riders volunteers;
5. any other services, materials or fees necessary to conduct the Partner Training Events not listed above as an obligation of Revere's Riders.

Compensation

Proceeds from the ticket sales of each Partner Training Event shall be divided among the Partners as follows:

- Independent Contractor shall receive \$110 per Partner Training Event participant;
- Revere's Riders shall receive \$40 per Partner Training Event participant.

Payment Criteria

Revere's Riders shall provide a full, accurate and complete accounting of ticket sales for Partner Training Events to Independent Contractor no later than two ("2") weeks following each Partner Training Event.

Revere's Riders will submit Independent Contractor's share of monies no later than two ("2") weeks following said Partner Training Event via check drawn on the Revere's Riders corporate account and sent via postal mail to Independent Contractor's business address as documented below or via other means mutually agreed upon.

Dispute Resolution

Should a dispute arise between the Partners regarding the interpretation of this Memorandum, a dispute resolution group will convene consisting of the President of Revere's Riders, the Independent Contractor and one additional person independent of the Partners to be appointed by the two aforementioned members of the dispute resolution group. The dispute resolution group may receive any information it believes fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Indiana.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning Partner.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the Partners and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by the Partners of this Memorandum that:

1. Each Partner will work together in a coordinated fashion to ensure the success of all Partner Training Events;
2. In no way does this Memorandum restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, or individuals;
3. This Memorandum will be effective upon the signature of both Partners;
4. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner at least one ("1") week prior to the next scheduled Partner Training Event.

SHOOTING SPORTS – AMERICAN HISTORY – CIVIC ENGAGEMENT

Signatories

Your signature will acknowledge that you have read, understood and agreed to the terms and conditions of this Memorandum.

Bruce D Williams

Bruce D. Williams, President, Revere's Riders
PO Box 856
Zionsville, IN 46077

12/20/2019

Date

John V Viray

John Viray, Adaptive Consulting and Training

21DEC19

Date

Address: 8802 Bono Rd
Terre Haute, IN 47802
