



RANGE PROGRAM AGREEMENT

Welcome to the Avidity Arms Range Program!

Avidity Arms designs firearms for defense. Owners will need to, literally, trust our firearms with their lives... and the lives of those they intend to protect during a worst-case scenario. Putting our pistols in a customer's hands and letting them experience using it on your range is the most legitimate way for them to begin to develop that trust. We recognize that Avidity Arms is still a new company and that many potential owners aren't yet familiar with our brand or products. Seeing our firearms being featured and used on *your range* is the best way for them start learning about them. This program will help you boost your sales of Avidity Arms products and help your business' reputation as a trusted resource for quality defensive firearms and a willingness to offer new & exciting products to your customers.

The program is intended for Avidity Arms retailers with a range & retail facility at one location. Participating businesses will receive significantly reduced pricing for Avidity Arms products for use on your range. The program includes an agreement to feature Avidity Arms and hold any firearm obtained through this program in your range gun inventory for at least one year or 5000 rounds of use, whichever comes first.

Range Program Partners will receive a **50% Discount from MSRP** on firearms covered by our agreement. The discount may be used for 2 firearms, or up to 5% of the total number of firearms purchased from Avidity Arms or our distributor in the previous year, whichever is greater.

Avidity Arms has a very assertive social media & marketing program in place and is excited to announce and support all Range Program Participants. We view you as a collaborator, not just another retailer and would love to be directly involved in your promotions and social media activities. We can also provide marketing and content material to support your own efforts. To participate in the Avidity Arms Range Program, complete the attached application and return to us via Sales@avidityarms.com. After your approval, your order will be fulfilled by Davidson's.



Our PD10 Pistol is currently available in Standard or Optic-Cut Configurations. We will be adding more PD10 variants and new firearms soon!

If you have specific questions about the program, our company or our products, please contact the Avidity Arms Sales team at sales@avidityarms.com.



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To participate in the Avidity Arms Range Program, the Retailer agrees to the following Terms & Conditions:

1. The Range Program Partner (RPP) must operate an on-site range and physical retail space for the duration of their participation in the program.
2. Retailer agrees to remain subject to this agreement for at least six (6) months from date of last Program Firearm delivery.
3. The RPP is responsible for ensuring that all employee's and/or contractors involved in their range and retail operations have read any manual provided by Avidity Arms with any product related to this program.
4. RPP agrees to make at least one program firearm available as an option to members of the following customer categories, provided they pay all related fees, meet all related eligibility and abide by all range rules & policies:
 1. The largest group of customers using the range facility.
 2. The highest level of membership to the range facility, if applicable.
 3. Participants in any "new shooter", "beginner courses", "lady's night", corporate events, carry permit classes, or similar events where similar firearms are being provided as part of a package, experience, competition, promotion or class.
5. RPP will be solely responsible for ensuring that all shooters of program firearms have previously completed* basic firearms safety & handling training before using program firearms.
 1. *unless program firearms are being used *during* such training, when conducted by a certified professional instructor.
6. The RPP is solely liable for ensuring the safe operation of all firearms on their range. Further, RPP is responsible for the safe operation of their range including rules, policies, procedures, shooter supervision, emergency medical equipment/plan, ventilation, proper backstop, as well as any and all other aspects of range operations.
7. The RPP agrees to only allow shooters to use ammunition of the designated caliber meeting SAAMI specifications in program firearms. Avidity Arms shall not be liable for damage or injury caused by defective ammunition.
8. All firearms purchased through the program must be made available for use on the on-site range for a minimum of one year from date of delivery.
9. RPP agrees to include at least one Avidity Arms Firearm in retail inventory throughout the duration of this agreement, provided they are available from the manufacturer and/or distributor.
10. Program Firearms may not be sold, transferred, loaned or otherwise removed from the property or range rental/loaner/sample inventory during this period without written approval from Avidity Arms.
11. RPP agrees to Avidity Arms Personnel or representatives visiting program facility without advance notice to observe compliance with this agreement.
12. At the conclusion of this period, the firearms may be sold by the Retailer as "used". The Retailer is responsible for any sales tax liability that may be incurred upon sale of a Range Program firearm.
13. Retailer shall maintain the firearms in proper working order during the period they are made available on the range. Firearms may not be modified with aftermarket components* or other gunsmithing beyond standard maintenance or component replacement. Avidity Arms will provide product support, as needed.
 1. Please notify sales@avidityarms.com whenever parts or accessories are replaced.
 2. RPP will ensure that only OEM Magazines are used with program firearms.
 3. *Unless an optic is provided from Avidity Arms as part of a firearm package or promotion related to this program, any appropriate optic may be mounted on a program firearm that is designed to accommodate such an optic.
14. RPP agrees to defend, indemnify, and hold Avidity Arms, its owners, employees, representatives, and affiliates harmless from all claims, losses, damages, liabilities, and expenses (including legal & attorney's fees) arising from RPP's participation in the Avidity Arms Range Program, including through the use or misuse of program firearms.

AVIDITY ARMS

EMAIL: SALES@AvidityArms.com



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15. RPP agrees to operate their business in accordance with all applicable Federal, State and Local laws.
16. This program is void where prohibited by law. RPP is solely responsible for ensuring firearms ordered under this program are compliant with state and local laws in their jurisdiction. Nothing in this agreement establishes a joint venture, partnership, or employment agreement between the parties. Avidity Arms reserves the right to modify the terms of this program or cancel this program at any time. These Terms & Conditions contain the entire agreement between Avidity Arms and the undersigned. Should any of these Terms & Conditions be adjudicated as unenforceable, all other portions shall remain valid and enforceable, and Avidity Arms reserves the right to modify the terms of the agreement such that they are fully enforceable. The terms of this agreement, and the adjudication of all matters related to this program, shall be governed by the laws of the State of North Carolina.

By signing below, the RPP agrees to the preceding terms & conditions.

Range Program Participant: _____ (Legal Business Name)

Also Known As / Doing Business As: _____

Range Program Facility Address: _____

Related FFL Name / Number: _____

Shipping Address: _____

Authorized RPP Representative: _____ Position: _____

Signature: _____ Date: _____

Email: _____ Direct Phone: _____

Approved By:

Avidity Arms or Authorized Distributor Representative Name: _____

Position: _____ Signature: _____ Date: _____