

EXHIBIT AN



National Rifle Association
11250 Waples Mill Road Fairfax, VA 22030-9400
Phone: (703) 267-1680

PURCHASE ORDER**739579**

This number must appear on all invoices,
Packages, and shipping papers.

Special Instructions:

SEND ALL INVOICES TO NRA, ATTN: ACCOUNTS PAYABLE
OR E-MAIL TO APINVOICES@NRAHQ.ORG

FEIN #53-0116130

VENDOR 10018282

SHIP TO

04600

JIM POWELL ADVERTISING PHOTOGRAPHY,
INC.
11670 RAMSEYER DR.
PLAINWELL, MI 49080

NATIONAL RIFLE ASSOCIATION
ATTN: B. EPLEY
11250 WAPLES MILL ROAD
FAIRFAX, VA 22030-9400

PAGE 1

ORDER DATE	DATE REQUIRED	SHIP VIA	F.O.B. POINT	TERMS
6/8/2018	12/31/2018	Bestway	Origin	60 Days
LINE	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST

B. EPLEY

1	1	OPEN PO: 6/2018-12/31/18: COMP SHOOTING PHOTOGRAPHY	49,300.00000	49,300.00
		Acct: 5405 43700-0000		
		NOT TO EXCEED TOTAL AMT		
		OF PURCHASE ORDER		

USE MULTIPLE ACCOUNTS

CONDITIONS

1. TRADEMARKS: Nothing in this Agreement shall be construed as granting to Contractor any right or license to copy, reproduce, or make use in any way of any NRA trademarks, trade names, copyrights, registered marks, service marks, logos, and other identifying marks and indicia of the status of the NRA.
2. Discount will be computed from delivery and acceptance date or date of correct invoice, whichever is later
3. By undertaking performance, to any degree, pursuant to this Purchase Order, you (Contractor) are agreeing to the exclusive contractual terms and conditions on the reverse side hereof

TOTAL**49,300.00**

The NATIONAL RIFLE ASSOCIATION OF AMERICA

Buyer _____

FILED: NEW YORK COUNTY CLERK 03/20/2023 07:26 PM

INDEX NO. 451625/2020

NYSCEF DOC. NO. 1563

RECEIVED NYSCEF: 03/20/2023

NRA-NYAG-00013874

NYAG-00032852

AGREEMENT WITH INDEPENDENT CONTRACTOR

By undertaking performance, to any degree, pursuant to this Purchase Order (PO), you (Contractor) are agreeing to the exclusive contractual terms and conditions set forth herein.

This agreement with Contractor (Agreement) is entered into by and between the National Rifle Association of America (NRA), a New York Not For Profit Corporation, and Contractor performing services and/or providing goods to NRA pursuant to this PO. For and in consideration of the mutual promises and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

WARRANTY: Contractor warrants that Contractor is the owner of all products, goods, services and/or work provided hereunder, or otherwise has the right to convey title and to grant to NRA the license to use same without violating any rights of any third party; that said products, goods, services and/or work shall be furnished with good and clear title, free of all liens, security interests and encumbrances; and, that there is currently no actual or threatened suit by any third party based on an alleged violation of any proprietary right by Contractor. Contractor furthermore warrants that Contractor is fully aware of NRA's needs and requirements in regard to the products, goods, services and/or work and NRA's intended uses of and for same and that the same are fit for such intended uses and Contractor warrants that Contractor has the expertise, qualifications, equipment, trained employees and capability to meet said needs and satisfy such requirements to NRA's satisfaction, and to manage and undertake the services contemplated herein. Contractor furthermore warrants that the products, goods, services and/or work shall: not contain any defects, errors or malfunctions; function properly and in conformity with the descriptions and specifications set forth herein; perform according to the manufacturer's published specifications; be new and unused; shall be of a professional quality conforming to generally accepted industry standards; and, be fit for NRA's intended business purposes and uses. Contractor furthermore warrants that it shall perform the services and/or work in a good and workmanlike manner and that it shall exercise diligence and reasonable skills.

INDEPENDENT CONTRACTOR: Contractor warrants that it is an independent contractor. Nothing in this Agreement or in the performance thereof shall be construed to create an employer-employee relationship, partnership, sales agency, dealership, joint venture or joint employer relationship between NRA and Contractor or between NRA and any agent, servant, employee, subcontractor, or invitee of Contractor.

HOLD HARMLESS AND INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless NRA, its officers, employees, agents and servants against and from any and all claims, losses or expenses arising from, or in any way related to: the occupancy or use of NRA's building or property (Premises) by Contractor, or by any agent, servant, employee, subcontractor, or invitee of Contractor; any latent or other defect in the Premises; any products, goods, services and/or work sold, leased, licensed, supplied or otherwise provided by Contractor, whether pursuant to this Agreement or not; the conduct of Contractor's business; any activity, work, or other thing done, permitted or suffered by Contractor; any breach or default in the performance of any obligation on Contractor's part of those activities to be performed hereunder; any claims of infringement of copyright, trademark, trade secret or other proprietary or intellectual property rights; any claims of product liability; any claims of defamation, libel, slander, fraud, fraudulent inducement or misrepresentation; the actual or alleged negligence of Contractor or of any agent, servant, employee, subcontractor, or invitee of Contractor; or, any act or omission of Contractor whatsoever, or of any agent, servant, employee, subcontractor, or invitee of Contractor. Contractor shall so indemnify, defend and hold harmless NRA, its officers, employees, agents and servants against and from all such claims, injuries, damages, costs, losses or expenses, whether or not they are due or are claimed to be due to any negligence Contractor, NRA, their respective officers, employees, agents, servants, or any other person. Contractor shall further indemnify and hold harmless NRA, its officers, employees, agents and servants against and from any and all costs, attorney's fees, court costs, expenses, damages, settlement costs, and liabilities incurred as a consequence of any such claim or action or proceeding brought thereon against NRA by reason of any such claim. Contractor, upon notice from NRA, shall defend the same at Contractor's expense by counsel reasonably satisfactory to NRA.

RELEASE AND WAIVER: Contractor assumes sole responsibility and liability for any injury to any of its employees, NRA, and/or its officers, employees, agents and servants shall not be liable for any damage to Contractor's property, nor for any injury or damage to persons or property, unless caused solely by the gross negligence of NRA, and Contractor hereby expressly releases, discharges and waives any claim against NRA, and/or its officers, employees, agents and servants.

LIABILITY INSURANCE: Contractor shall, at Contractor's expense, obtain and keep in force a policy of comprehensive liability insurance insuring NRA and Contractor against any liability arising out of Contractor's products, goods, services and/or work, and Contractor's use, occupancy or other activity on or about the Premises. Said policy shall

include, but not be limited to, insuring against any claim for any injury whatsoever by any agent, servant, employee, subcontractor or invitee of Contractor. Contractor also shall, at Contractor's expense, obtain and keep in force a commercial all risk insurance policy against any liability arising out of or relating to the products, goods, services and/or work provided by Contractor, including, but not limited to, insurance against any claims of product liability or of infringement of copyright, trademark, trade secret or other proprietary or intellectual property rights. Said insurance policies shall each have at least a minimum coverage of one million dollars (\$1,000,000.00) per single occurrence. The limits of said insurance policies shall not, however, limit the liability of Contractor hereunder. Contractor may carry said insurance policies under a blanket policy, providing, however, said insurance by Contractor shall have a protective liability endorsement attached thereto in a form satisfactory to NRA. Contractor also shall, at Contractor's expense, obtain and keep in force a policy of comprehensive worker's compensation insurance in accordance with the laws of the state(s) in which Contractor's employees are employed, the Premises are located, the products, goods, services and/or work are rendered, manufactured or delivered. If Contractor shall fail to procure and maintain said policies of insurance, NRA may, but shall not be required to, procure and maintain same, but at the expense of Contractor. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to NRA.

LIENS: Contractor shall keep the Premises, any property situated in the Premises, and any products or goods provided by Contractor to NRA free from any liens arising out of any work performed or materials furnished to or any obligations incurred by Contractor. NRA may require, at NRA's sole option, that Contractor shall provide to NRA, at Contractor's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times any and all estimated cost of any improvement, additions, or alterations in the Premises, to insure NRA against any liability for mechanics' and materialsmen's liens and to insure satisfactory completion of work.

FAIR LABOR STANDARDS ACT: Contractor hereby certify that the products, goods, services and/or work were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

TAXES: Contractor shall be responsible for the payment of any and all taxes and transaction fees and licenses, including, but not limited to, any sales, use, property, excise, value added and gross receipts levied by any governmental authority on this transaction and/or the products, goods, services and/or work provided hereunder. Contractor hereby agrees to promptly make all such payments to the appropriate governmental authority. Contractor hereby furthermore agrees to indemnify NRA for any and all taxes, fees, penalties and interest imposed by any governmental authority levied on this transaction and/or the products, goods, services and/or work.

TRADEMARKS: Nothing in this Agreement shall be construed as granting to Contractor any right or license to copy, reproduce, or make use in any way of any NRA trademarks, trade names, copyrights, registered marks, service marks, logos, and other identifying marks and indicia of the status of the NRA.

GOVERNING LAW AND CONSENT TO JURISDICTION: This Agreement and any disputes arising thereunder shall be governed by and construed solely under the laws of the Commonwealth of Virginia. The parties hereto hereby agree that any and all legal proceedings relating to the subject matter hereof shall be maintained in courts sitting within the County of Fairfax or the City of Alexandria, in the Commonwealth of Virginia. The parties hereby subject themselves to the personal jurisdiction of such courts and agree that jurisdiction and venue for any proceeding arising hereunder shall lie exclusively with such courts.

COMPLETE AGREEMENT: This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous agreements, representations, or understandings with respect to the subject matter hereof. The acceptance of this Agreement by course of conduct waives and voids all terms and conditions contained in any acknowledgement or correspondence, whether written or oral, or in any work order, contract, document or other writing submitted by Contractor and Contractor agrees that no other terms or conditions contained in any such document, unless executed by an authorized officer of NRA, whether those terms and conditions be additional to, different from, or conflicting with the terms and conditions hereof, shall be deemed, in law or in fact, a part of the Agreement between the parties, or agreed to by NRA. Neither the failure of NRA to object to any communication from Contractor, nor any performance by NRA, shall be deemed an acceptance of any terms or conditions which are additional to, different from, or conflicting with the terms and conditions contained herein.

SEVERABILITY: If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.



NATIONAL RIFLE ASSOCIATION PURCHASE REQUISITION


PURCHASE ORDER NUMBER:

739579

Quantity	Inventory #	Complete Description	UNIT COST	TOTAL COST
1		OPEN PO	49300	\$ 49,300.00
		Jim Powell Photography		\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
		Invoice Charges put to Accounts:		\$ 0.00
		5405-43700-5015		\$ 0.00
		5405-43700		\$ 0.00
		5405-43500-5015		\$ 0.00
		5405-43400-5015		\$ 0.00
		0		\$ 0.00
		0		\$ 0.00
				\$ 49,300.00

Purchasing Use Only		Vendor #
Vendor Name & Address: Phone No./Fax No.: <i>Jim Powell</i> <i>10018282</i>		

To be completed by Requisitioner (complete vendor name & address above if new Vendor)		
Last Vendor: <i>Jim Powell</i>		Last PO#
Purchase for which used? National Championship Awards		Date:
Ship to: N/A See Attached		Maximum Authorized Cost: \$ 54,230.00
5405	split accounts	Delivery Date: <i>July 9, 2018</i>
Attention: Beth Epley		percent to add to maximum cost: <i>10.00%</i>
Ordered By: Beth Epley		Extension: 1485
Approved By: <i>[Signature]</i>		Date: <i>4/9/18</i>

BIDS	
	
Purchasing Approval	
Manager	Date: <i>[Signature]</i>

PURCHASING COPY

Jim Powell Advertising Photography
11670 Ramsayer Dr.
Plainwell, MI 49080

Estimate

Name/Address
Cole

Date	Estimate No.	Project
05/03/18	2868	

Item	Description	Quantity	Cost	Total
Shooting Fee	2 photographers at each event 12 days total	12	3,400.00	40,800.00
Travel	Mileage, airfare, hotel etc.	1	8,000.00	8,000.00
Misc	Online portfolio setup fee.	1	500.00	500.00
Photo shoot of NRA Competitive Shooting Championships. Travel expenses are estimated.			Total	\$49,300.00

Epley, Beth

From: McCulloch, Cole
Sent: Tuesday, May 08, 2018 5:04 PM
To: jim@jphoto.com
Cc: Epley, Beth; Farmer, Aaron
Subject: Fw: NRA COMPETITIVE SHOOTING MATCHES
Attachments: NRA COMPETITIVE SHOOTING Matches2868.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Jim,

Sounds great. Please just send us an invoice to Beth Epley via email as these events occur and we will send payment.

Thanks again for everything!

Cole McCulloch
NRA Director of Competitive Shooting
304-712-6233
cmcculloch@nrahq.org

From: Jim Power <jim@jphoto.com>
Sent: Tuesday, May 8, 2018 9:21 AM
To: McCulloch, Cole
Subject: NRA COMPETITIVE SHOOTING MATCHES

Enclosed is my estimate for the 2108 NRA Competitive Shooting matches.

Schedule is for the following:
May 20 World Action Pistol Championship
May 25 Bianchi
July 5 High Power Rifle
July 11-12 High Power Rifle
July 13 Precision Pistol
July 14 Smallbore Rifle
July 16 High Power Rifle
July 22-23 Smallbore Rifle
July 30 Smallbore Rifle
September 22 World Shooting Championship

Photography will consist of a photojournalist and portrait photographer at each location. Full usage rights are granted to the NRA. Online portfolio of every event will be posted for one year. Competitors are given free rights of digital downloads.

NRA to receive all raw images and an uncompressed jpeg version of every photograph.

Please let me know if you need anything else.

Thanks, Jim



Jim Powell Advertising Photography
jphoto.com

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