**SHINE THE SHOE AGREEMENT**

THIS Shine the Shoe Agreement (“Agreement”) is entered into this \_ day of \_\_\_\_\_\_\_\_, 201\_\_, between the **UNIVERSITY OF CINCINNATI,** a state institution of higher education organized under Section 3361 of the Ohio Revised Code, having its primary business address at 2614 McMicken Circle, 625 University Pavilion, Cincinnati, OH 45221 **(“UC”)** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a non-profit, tax-exempt organization, having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Group”).

**W I T N E S S E T H:**

WHEREAS, UC and Group desire that Group enter into this Shine the Shoe Agreement pursuant to which it cleans the Fifth Third Arena at Shoemaker Center (the “Facilities”) located on UC’s main campus in Cincinnati, Ohio following UC home basketball games in accordance with the terms and conditions set forth below;

WHEREAS, Group represents that it is a non-profit, tax-exempt organization as defined in Section 501 of the Internal Revenue Code; and

WHEREAS, Group has requested that UC permit Group to engage in fund raising for civic, charitable, religious, or educational purposes through the conduct of cleaning the Facilities.

NOW, THEREFORE, UC and Group agree as follows:

1. **CLEANING SERVICES.** Group will perform the following cleaning services (“Services”): clear debris from the floors and aisles of the 42 seating sections of the Facilities, compact all trash and debris collected from floors and aisles in the assigned dumpsters, and, once the floors and aisles are clear from debris, mop the aisles and floors. Further instructions regarding these responsibilities will be provided to Group prior to each date that Group provides Services pursuant to this Agreement.

**2. EQUIPMENT.** UC will provide Group with bags, brooms, shovels, buckets and mops. Individuals providing Services for Group are responsible for supplying their own gloves.. Group shall treat equipment and supplies with care. Group shall be responsible for the repair and/or replacement of all equipment and supplies damaged by Group through its negligence.

**3. DATE OF SERVICES.** Group agrees to perform Services on the following date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**4. MINIMUM PARTICIPATION REQUIREMENTS.** Group must arrive with the agreed-upon number of volunteers one hour and forty minutes after the start of the UC home basketball game on each of the agreed upon dates listed in Section 3 of this Agreement.

**5. PAYMENT.** In consideration of its Services, Group shall receive a payment of $800. Following each date upon which Group has performed Services under this Agreement, Group shall submit to UC an invoice for payment.

**6. VOLUNTEERS.**

1. Group shall submit to UC in writing, via e-mail or fax, a list of volunteers for each basketball game one week prior to the event date.
2. Group shall provide a sufficient number of volunteers, as directed by UC, to complete Services within four hours following the completion of the basketball game. No volunteer shall be less than 16 years of age.
3. No volunteer performing Services on Group’s behalf shall, under any circumstances, be, or deemed to be, an employee of UC, and Group shall so advise each volunteer in writing in advance. Group agrees to indemnify UC from any and all claims made by Group volunteers for any wages or benefits of any kind or nature. In addition, Group shall not provide any compensation or benefits to its volunteers of any kind or nature in exchange for Services hereunder, including, without limitation, reimbursing volunteers for their costs and expenses, such as childcare or transportation.
4. Group shall provide one leader for each event to be responsible for supervising the Group’s volunteers. UC staff will communicate directly with the Group’s designated leader regarding the performance of Services under this Agreement.

**7. RULES AND REGULATIONS.** Group shall comply with all applicable UC rules and policies and all applicable federal, state and local laws and regulations.

**8. TERMINATION.**

A.UC may terminate this Agreement immediately by providing written notice to Group if (i) Group fails to observe or abide by any provision of this Agreement; or (ii) any Group volunteer fails to comply with any applicable UC rule or policy or any federal, state or local law or regulation.

B. UC may terminate this Agreement at any time without cause by providing to Group ten (10) days prior written notice.

**9. INSURANCE.** Group shall maintain insurance coverage for its operations in the amount of $1,000,000 per occurrence combined single limit for third party bodily injury and personal injury (including death) and property damage. Group shall provide a certificate of insurance to UC upon execution of this Agreement.

**10. INDEMNIFICATION.** Group shall indemnify and hold UC harmless from any and all claims, litigation, damages, losses, or expenses (including attorney’s fees) arising from Group’s activities at the Facilities and for injury or damage to any persons or property by reason of any of the foregoing, except to the extent directly caused by the sole gross negligence of UC.

**11. DAMAGE.** Group shall be responsible for any damage to UC Facilities caused by the Group’s volunteers. UC may deduct such amounts from the payment otherwise payable to Group.

**12. TAX EXEMPT STATUS.** Group represents and warrants to UC that it is, and shall remain throughout the term of this Agreement, a non-profit, tax-exempt entity as defined in Section 501 of the Internal Revenue Code. Upon the request of UC, Group shall provide UC with evidence of such status which must be reasonably satisfactory to UC.

**13.** **TERM**. This Agreement shall commence as of the first date the Group provides Services under this Agreement and shall terminate on the date after the last date that the Group provides Services under this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives effective as of the day and year first set forth above.

**UNIVERSITY OF CINCINNATI**

(“UC”)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“Group”)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

**GROUP INFORMATION SECTION:**

**Group:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Group Leader’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Group Leader’s Contact information:**

Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payment Address (if different than address on first page):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ IRS Determination Letter Attached

\_\_\_ Federal Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_ Proof of Insurance Attached