THIS NON-MONETARY EXCHANGE AGREEMENT ("Agreement") is by and between The University of Cincinnati, an instrumentality of the State of Ohio, through its Department of Athletics ("University") and the Vendor located at __________________________ ("Vendor").

WHEREAS, University seeks to have Vendor provide products or services described herein in exchange for the consideration noted below, and Vendor desires to provide such products or services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, Vendor and University hereby agree as follows:

1) **TERM/TERMINATION.** The term of this Agreement shall commence from the date of execution by both parties, and shall continue in effect until June 30, 2016. Either party may terminate this Agreement on at least thirty (30) days written notice to the other party.

2) **PRODUCTS/SERVICES VENDOR IS PROVIDING TO UC.** The Vendor agrees to provide the following products or services to the University:
   
   A) Description: ____________________________________________________________

   B) Date Products/Services Received /To be Received by University: ________________

   C) Quantity/$ Amount/Total: ________________________________________________

3) **CONSIDERATION TO VENDOR.** Date Consideration To Be Given
   
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Location: Sec:Row:Seat(s)</th>
<th>$ Amount</th>
<th>TOTAL$</th>
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<tbody>
<tr>
<td>Season Football Tickets</td>
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<tr>
<td>Single Game Football Tickets</td>
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<tr>
<td>Football Parking</td>
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<tr>
<td>Season Basketball Tickets</td>
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<tr>
<td>Single Game Basketball Tickets</td>
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<tr>
<td>Basketball Parking</td>
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<tr>
<td>Football Priority Seating Fund Gift</td>
<td></td>
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<tr>
<td>Basketball Priority Seating Fund Gift</td>
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<tr>
<td>Other (Cash)</td>
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</tbody>
</table>

   B) Total Consideration to Vendor ______________________

   C) Net Value of Products/Services Received Less Consideration to Vendor ____________

   D) Should Vendor receive Consideration and fail to provide Products/Services by the dates noted in Section 2 above, Vendor agrees that it will either:
      i) Provide Products/Services in such amounts and at such later date as agreed by the Parties, or
      ii) Pay University the current market value of the Consideration, or
      iii) Provide some combination of cash payment and Products/Services in such amounts and at such later date as agreed by the Parties.

4) **PUBLIC INFORMATION.** The parties acknowledge that any documents, information, or data maintained or in control of University may be subject to disclosure pursuant to ORC chapter 149 et seq.

5) **PRIMARY CONTACTS / NOTICE.** Primary contacts for the purpose of formal communication are:

   For VENDOR: ___________________________ For UNIVERSITY: ___________________________

   ___________________________ ___________________________
6) **INDEPENDENT CONTRACTOR.** In performing services under this Agreement, Vendor acknowledges that it is an independent contractor and not an agent or employee of University.

7) **INSURANCE.** Vendor shall procure and maintain for the term of this Agreement general liability insurance in a minimum amount of $1,000,000/$3,000,000 covering its activities under this Agreement, and shall furnish University policies or certificates evidencing such coverage. University shall be named as an additional insured on such policy. Vendor shall notify University of any cancellation or significant change in this policy.

8) **INDEMNIFICATION.** Vendor shall indemnify, and save and hold harmless the University of Cincinnati, its Board of Trustees, officers, agents, and employees from and against any and all claims, demands, actions, or causes of actions and costs of any nature or character, including attorney fees, arising from its acts or omissions in connection with its performance of this Agreement, or the failure to comply with its terms, except where the claims, demands, actions, or causes of actions are solely the result of the gross negligence or wanton misconduct of the University of Cincinnati, its Board of Trustees, officers, agents, and employees.

9) **FORCE MAJEURE.** No party shall be liable for any delay or failure to carry or make timely Services available if such delay or failure is due to any cause beyond the control of the party, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

10) **ADVERTISEMENT.** Vendor shall not advertise the fact that it has contracted with University or appropriate or make use of University’s name or registered marks, logos, or University property without the prior written consent of University’s Office of Trademark and Licensing. Such consent shall be within the sole discretion of University.

11) **JURISDICTION.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Ohio.

12) **ASSIGNMENT.** Neither party may assign this Agreement nor any of the obligations contained in this agreement to a third party without the express written permission of the other party. Such permission shall not be unreasonably withheld.

13) **COMPLIANCE WITH LAWS.** Vendor agrees that it shall comply with all applicable Federal, State and Local laws and regulations, including but not limited to tax laws and regulations.

14) **ENTIRE AGREEMENT.** This Agreement, including attachments hereto, and any subsequent addenda, contains the entire agreement between Vendor and the University. This Agreement may be modified or extended only by prior written agreement signed by the parties. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

15) **AUTHORITY.** The parties represent and warrant that the individuals signing this Agreement have the authority to do so and to bind the respective parties for whom they sign.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

__________________________________ (Vendor)  THE UNIVERSITY OF CINCINNATI

By: ________________________________  By: ________________________________
Print Name: __________________________  Print Name: __________________________
Title: ______________________________  Title: ______________________________
Date: ______________________________  Date: ______________________________