

Vendor Services Agreement

This agreement (the "Agreement") is entered into as of _____, 2024 (the "Effective Date") by and between University Hospitals Samaritan Medical Center ("UHSMC") and _____ ("Vendor"), each a "Party" and collectively the "Parties."

RECITALS

- A. UHSMC desires to establish a community benefit program designed to respond to the identified community health need for better access to healthy food.
- B. Through the community benefit program, UHSMC will host a farmers market at UHSMC at 663 E Main, Ashland, Ohio (the "Farmers Market").
- C. Vendor desires to sell fruits, vegetables, grains, herbs, flowers, potted plants, spices, bedding plants, and other locally made goods (the "Products") at the Farmers Market.

NOW THEREFORE, in consideration of the opportunity to use stall spaces(s) and sell products at the Farmers Market, the Parties agree as follows:

1. Services. UHSMC agrees to allot space to Vendor and Vendor agrees to sell the Products at the Farmers Market in such allotted space. UHSMC shall designate a Market Manager or Market Manager(s) (the "Market Manager(s)") to supervise the operations of the Farmers Market. During the Term of this Agreement, Vendor acknowledges and agrees to abide by the Farmers Market Policies and Procedures attached hereto as Exhibit A, and hereby incorporated herein by this reference.

2. Fees. Prior to the date of Vendor's participation in the Farmer's Market, Vendor shall pay to UHSMC Ten Dollars (\$10) when attending for each week the Farmers Market is in operation during the Term of this Agreement.

3. Term and Termination. The term of this Agreement shall commence on the Effective Date and will continue for one year thereafter, unless sooner terminated. Either party, in its sole discretion, may terminate this Agreement at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. This Agreement may be terminated by either party, if the other Party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within ten (10) days after the breaching party's receipt of written notice of such breach.

4. Permits. Vendor is responsible for obtaining all licenses and permits required by law to sell or promote their products. All items sold by Vendor must be sold in accordance with all applicable local, state, and federal laws, rules, and regulations. Vendor shall provide copies of certifications, inspection forms, licenses, permits, and any other necessary documents to UHSMC upon request.

5. Compliance. In performing its obligations under this Agreement, each party will comply with, and will cause its affiliates, employees, and agents to comply with, the requirements of all applicable laws, rules, and regulations, including, If any terms or conditions of this Agreement are determined by any court or by the Office of Inspector General of the Department of Health and Human Services to be contrary to any such statutes or regulations, the parties agree to promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations. In the event the parties are unable to agree to new or modified terms as required to bring the

entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days' written notice to the other party.

6. Warranty. Vendor represents and warrants that as of the signing of this Agreement and at all times during the term of this Agreement, neither it nor any of its owners is, or shall become, a recipient or a source of healthcare business or referrals from or to UHSMC or any of its affiliates. Should such representation and warranty be untrue, UHSMC may immediately terminate this Agreement upon written notice with no further liability by UHSMC to Vendor.

7. Independent Contractors. Each party shall be considered to be an independent contractor hereunder. The relationship between the parties hereto shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind. Neither party shall have the right to bind the other party to any contract or other commitment

8. UHSMC Policies. Vendor and its employees, agents, subcontractors, and other personnel ("Representatives") will conduct themselves in a professional manner and use best efforts to minimize interference with UHSMC patients, visitors, employees, and daily business operations. Vendor will comply with, and will ensure that each Representative complies with, all UHSMC policies and procedures while at UHSMC facilities

9. Insurance. During the performance of this Agreement, each party ("Insured") shall, as applicable, self-insure and/or maintain insurance: (a) reasonable in light of each party's respective obligations hereunder; (b) at all times consistent with industry standard; and (c) as required by law. Insured shall provide certificates of coverage evidencing compliance with these obligations to the other party upon reasonable request.

10. Indemnification. Vendor hereto shall indemnify, defend and hold UHSMC and its directors, partners, officers, employees, representatives, agents and affiliates, harmless from and against any and all liabilities, suits, damages, taxes and all other withholdings and charges, including reasonable attorneys' fees, arising from Vendors actions or omissions under this Agreement.

11. Waiver and Release of Liability. To the fullest extent permitted by law, Vendor hereby releases, holds harmless, and waives any and all claims that Vendor may have, now or in the future, against UHSMC, its parent, subsidiaries, affiliates, or related entities, or their respective officers, employees, directors, members, attorneys, predecessors, successors, and assigns, from any and all liability for any loss, damage, injury, or expense that Vendor may suffer as a result of Vendor's presence at, participation in, or preparation for, the Farmers Market.

12. Assignment. This Agreement may be amended or modified only by means of a written instrument executed by both UHSMC and Contractor, which amendment must contain the legend "Approved As To Form," which legend must also be executed by an attorney within the University Hospitals Health System Law Department.

13. Notice. Service of all notices required or permitted under this Agreement shall be sufficient if in writing, and either personally delivered, mailed by certified mail return receipt requested, or sent by a national overnight service such as Federal Express, to the address of a party specified on the signature page, or to such other address as a party may from time to time indicate in writing to the other party is the party's address. All notices to UHHS must be copied by the same method of delivery to: University Hospitals Health System, Attn: General Counsel, 3605 Warrensville Center Road, Shaker Heights, Ohio 44122.

14. Marketing. Neither party shall use the other party's names, logos, trademarks, or other identifiers ("Identifiers") on any website or in any press release, advertisement or other marketing material without the other party's prior written consent to the specific instance of use. All requests to use University Hospitals' Identifiers must be submitted, with a draft of the specific instance of use, to the UH Marketing and Law Departments for review and authorization.

15. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Ohio, including without limitation, all matters of construction, validity and performance (without giving effect to any choice of law or conflict of laws principles that would cause the laws of any jurisdiction other than the State of Ohio to be applied).

16. Survival. The provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect after termination of this Agreement.

17. Entire Agreement. This Agreement and any attached exhibit(s), schedule(s), and/or addenda (which exhibit(s), schedules, and/or addenda are made a part of this Agreement and incorporated herein by reference) constitute the entire and integrated agreement between the parties hereto with respect to the subject matter hereof. All previous understandings relative thereto, either written or oral, are hereby annulled and superseded.

18. Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall be effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart signature by facsimile or electronic means is as effective as executing and delivering the counterpart in the presence of the other party to this Agreement. No party may raise the fact that any signature was delivered by facsimile or electronic means as a defense to the enforcement of this Agreement.

UHSMC

VENDOR

University Hospitals Samaritan Medical Center

Signature: _____

Signature: _____

Printed Name: Kriss Ott

Printed Name: _____

Title: Market Manager

Title: _____

Date: _____

Date: _____

Address: 1025 Center Street
Ashland, OH 44805
Attn: Kriss Ott
Email: Kriss.Ott@UHhospitals.org
Phone: 419-685-8118

Address: _____

Exhibit A
Farmers Market
Policies and Procedures

Farmers Market Hours:

1. The Farmers Market will operate every Wednesday beginning June through October 9th, from 4:00PM to 6:00PM ET, subject to cancellation or rescheduling at UHSMC's discretion. In the event of cancellation, Fees paid by Vendor cancelled dates shall be eligible for a refund.
2. Vendors may sell products at UHSMC only during the Farmers Market hours of operation.

Products/Sales:

1. Vendor is permitted to sell fruits, vegetables, grains, herbs, flowers, potted plants, spices, and bedding plants. Vendor is not permitted to sell poultry, seafood, meat, eggs, cheese, or dairy products. All other products require the prior written permission of the Market Manager(s).
2. All produce preparation, packaging, display, and handling must comply with applicable health code regulations.
3. Products must be labeled, when required, in accordance with local, state, and federal guidelines, including, but not limited to, Ohio Department of Agriculture guidelines and the United States Department of Agriculture National Organic Program.
4. Poor quality or overripe produce must be labeled and can be sold at a discounted price.

Acceptance and Space Assignments:

1. Each Vendor will be allotted a 10 foot space. Additional space needed will require an additional fee of \$10 per booth.
2. Space assignments will be made at the discretion of the Market Manager(s).

Arrival, Setup, and Departure:

1. Vendors may be asked to park vehicles off of UHSMC's campus.
2. Vendors shall arrive no later than ½ hour prior to the opening of the Farmers Market. Vendors must complete set up prior to the start of the Farmers Market.
3. Vendor must check in with the Market Manager(s) upon arrival and check out with the Market Manager(s) prior to departure.
4. Vendors must notify the Market Manager(s) as soon as possible if they will be late to or unable to attend the Farmers Market.
5. Each Vendor shall provide the necessary tables and other equipment for their displays. If Vendor uses a tent, the tent must be safely secured.
6. Vendors are responsible for maintaining the appearance and cleanliness of their assigned space. Displays must be completely removed following the closing of the Farmers Market.
7. Vendors are required to stay until the close of the Farmers Market (rain or shine).

Conduct:

1. With the exception of service animals, no pets are allowed in the Vendor's stall.
2. Smoking is not permitted on UHSMC property.
3. Vendors shall maintain a clean stall that is free of offensive odors and debris. Vendor shall dispose of their own trash in the proper receptacles on site.
4. Vendor shall sell goods in a business-like fashion. Shouting, hawking, and other objectionable tactics of solicitation are not permitted.

Enforcement of Rules:

1. Vendors who suspect that there is a violation of any Farmers Market Rules should report the matter to the Market Manager(s). Vendors should not attempt to address violations themselves.
2. The Market Manager(s) have complete authority to interpret and implement policy on the Farmers Market. In the absence of a specific policy, the Market Manager(s) have the authority to use their judgment in the resolution of a problem, issue, or concern, including, but not limited to, removal or suspension from the Farmers Market.