

**UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.**  
**ON-SITE VENDOR FUNDRAISING EVENT APPLICATION GUIDELINES**

1. **Permission for Event.** University Hospitals (“UH”) may grant, in its sole discretion, the Vendor the right to operate a fundraising event (an “Event”) within a designated UH facility. Vendor shall be required to submit an Application Form, attached hereto as **Exhibit A** and incorporated by reference, for each individual vendor fair event that it seeks to attend on UH property (the “Facility” or “Facilities”). All events must be arranged through UH’s Volunteer Services Department.

2. **Vendor’s Obligations.**

a. **Application.** Vendor shall fill out, in full, the Application Form, and return it to UH as set forth on the Application Form.

b. **Fundraising and Payment.** Vendor shall pay the Auxiliary of University Hospitals (the “Auxiliary”) twenty percent (20%) of the total sales from any approved Event. When payroll deduction is provided, as contemplated by Section 3(e) herein, the Vendor shall pay the Auxiliary twenty-five percent (25%) of the total sales from any approved Event. Vendor shall provide UH appropriate documentation in the form of the Vendor Sales Reporting Form attached as **Exhibit B** and incorporated herein by reference. Vendor shall pay UH by check made payable to the Auxiliary. Vendor shall send such check to UH no later than two weeks following completion of the event to:

Barbara Nalette, Director  
Volunteer Services Department  
University Hospitals Case Medical Center  
11100 Euclid Avenue  
Cleveland, OH 44106

Notwithstanding the above, the parties acknowledge and agree that they are merely contracting for the applicable Event. In no way are Vendor and UH, by virtue of this arrangement, joint venturers or partners.

c. **Genuine Merchandise.** Vendor shall only sell genuine merchandise. UH expressly forbids the sale of any “knock-off” merchandise in any of its Facilities. UH reserves the right, in its sole and absolute discretion, to revoke Vendor’s privileges for any Event and immediately remove Vendor from such Event and the Facility if it suspects Vendor is selling anything other than genuine merchandise.

d. **Proof of Insurance.** Vendor shall carry comprehensive general liability insurance in customary amounts reasonable for the Event. UH shall have the right to request proof of such insurance at any time. Notwithstanding the limits above, Vendor shall be responsible for any claims, losses, damages, costs, fees, or expenses whatsoever against UH made as a result of the acts or omissions of Vendor, or Vendor’s presence, or sale of goods, at an Event. This provision shall survive the completion of the event.

e. **Advertising and Supplies.** Vendor is responsible for its own on-site advertising, including but not limited to posters, flyers and table tents. All advertising is limited to the Vendor’s designated area and is subject to UH’s advanced approval. UH may grant or deny approval of advertising at its sole discretion. Vendor shall ensure that all advertising states that a portion of the proceeds benefits the Auxiliary. Vendor shall provide its own table skirting or table covers and any individual supplies necessary for the event. UH shall provide only tables and chairs for the Event.

f. **Sales Tax.** Vendor shall charge customers the appropriate sales tax for the Facility at which the Event is held, and is responsible for payment of such sales tax to the applicable government entity. UH shall not be responsible for any sales tax.

g. **Phone Number.** Vendor shall supply UH with, and shall display at the event, a telephone number to be used to field any customer complaints. Vendor shall promptly attend to any calls resulting from the Event.

3. **Limitations.**

a. **Term.** Vendor is limited to attending two events per UH Facility per calendar year. UH may, with advance written approval, grant additional fair events. Any individual event may not exceed three (3) days in duration.

b. **Gift Shop.** Vendor’s Event may not compete with any Facility Gift Shop merchandise. UH will deny any application if Vendor’s merchandise competes with the Facility Gift Shop.

c. **Ownership.** Vendor represents and warrants it is not owned, operated, or controlled by any UH employee. The Auxiliary will not sponsor fundraising events conducted by UH employees. Any such request will be denied.

d. **Staffing.** Staffing and/or any assistance must be provided by Vendor. None will be provided by UH.

e. **Payroll Deduction.** If Vendor wishes to utilize the Payroll Deduction function for UH employees, Vendor must request such functionality on the attached Application Form. Payroll Deduction is available only on a very limited basis and must be approved by the Auxiliary Vendor Fundraising Chair. Approved Payroll Deduction sales are processed through the Atrium Gift Shop at University Hospitals Case Medical Center. Payment is made to the vendor after a reconciliation of the sale and both UH and Vendor agree upon the amount due.

f. **Hours of Operation.** Vendor shall only make on site sales on the dates set forth in an Application Form. Vendor must confirm hours of operation at the time of scheduling.

g. **Denial, Canceling, or Rescheduling.** UH reserves the right to deny any vendor application in its sole and absolute discretion, or to cancel or reschedule any Event in the event the hospital requires the Facility space for internal use. UH shall use commercially reasonable efforts to reschedule the Event at a future date.

5. **Waiver.** UH’s failure at any time or times to demand strict performance by Vendor of any of the terms, covenants or conditions of these Guidelines shall not be construed as a continuing waiver or relinquishment of any rights under these Guidelines, and UH may at any time demand strict and complete performance by Vendor of these terms, conditions and covenants.

6. **Liabilities.** Vendor agrees to pay the cost of repairs or replacement resulting from damage to Facilities or UH’s equipment arising from the acts or omissions of Vendor. Vendor shall indemnify and hold harmless UH from any and all claims arising out of Vendor’s use of the Facilities. Vendor assumes full responsibility for theft, loss, or damage to any property and equipment brought to the Facilities by Vendor.

7. **Compliance and Ethics.** By submitting a completed Application Form, Vendor certifies that it has read, understood and shall abide by the UH Policies and Procedures, (CE-1, CE-9, CE-10, CE-11 and CE-14) available online at [www.uhhospitals.org/vendorpolicies](http://www.uhhospitals.org/vendorpolicies) (username = uhhvenders; password = uhhvenders) and the UH Compliance and Ethics Program Code of Conduct available online at <http://www.uhhospitals.org/tabid/1806/Default.aspx>.

<u>Application Acceptance</u>	
Name:	_____
Print:	_____
Date:	_____

EXHIBIT A

**VENDOR APPLICATION FORM FOR ON-SITE EVENT**

This form must be submitted to and accepted by the Auxiliary prior to your event at University Hospitals. By filling out and submitting this form, Vendor hereby agrees to the Guidelines listed in the On-Site Vendor Fundraising Event Application Guidelines. Any questions should be directed to Betty Rosskamm at [Betty.Rosskamm@uhhospitals.org](mailto:Betty.Rosskamm@uhhospitals.org), or the Volunteer Services Department at (216) 844-1504.

**VENDOR INFORMATION**

Company Name ("Vendor"): \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of service/merchandise sold: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EVENT/PROMOTION INFORMATION**

Name of Event: \_\_\_\_\_

Date(s) requested: \_\_\_\_\_

Location requested – please check:

University Hospitals Cleveland Medical Center     University Hospitals Chagrin Highlands Health Center

University Hospitals Westlake Health Center     University Hospitals Management Services Center

University Hospitals Mentor Health Center     University Hospitals Twinsburg Health Center

Number of Tables (6' each): \_\_\_\_\_

Payment forms accepted (please check all that apply):     Check     Cash     Credit

Check here if Payroll Deduction function is requested (**Note: UH may deny use of Payroll Deduction functionality in its sole discretion.**)

Anticipated Total Income: \_\_\_\_\_    Anticipated Total Donation to Auxiliary: \_\_\_\_\_

Signature: \_\_\_\_\_    Date: \_\_\_\_\_

***Mail Completed form to: Barbara Nalette, Volunteer Services Department, University Hospitals Cleveland Medical Center, 11100 Euclid Avenue, Cleveland, OH 44106***

EXHIBIT B

VENDOR SALES REPORTING FORM

Company Name ("Vendor"): \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of service/merchandise sold: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Day 1 \$ \_\_\_\_\_

Date: \_\_\_\_\_ Day 2 \$ \_\_\_\_\_

Date: \_\_\_\_\_ Day 3 \$ \_\_\_\_\_

Total Sales \$ \_\_\_\_\_

Auxiliary's 20% \$ \_\_\_\_\_

INSTRUCTIONS:

Vendor shall keep an accounting of each day's sales on the Vendor Sales Reporting Form. At the end of the fundraising event, Vendor shall provide this accounting, along with all supporting receipts or sales logs, to the Auxiliary or its appointed representative. No later than two weeks following the final day of the event, Vendor shall send the required payment (made payable to the Auxiliary of University Hospitals) and this Vendor Sales Reporting Form to:

The Auxiliary of University Hospitals  
Volunteer Services  
University Hospitals Cleveland Medical Center  
11100 Euclid Avenue  
Cleveland, Ohio 44106

Thank you for your cooperation and support.