This Agreement ("Agreement") is made and entered into effective as of the date of the last signature below (the "Effective Date"), by and between the University of Dayton, 300 College Park Avenue, Dayton, Ohio 45469 (the "University"), and Fleaji, d.b.a. EZA, LLC, 102 Barrington Court, Summerville, South Carolina 29485 (the "Vendor"), each a "Party" and together the "Parties."

1. Vendor agrees to run a vintage clothing sale to campus according to the following sales plan:

a. SALE DATES: October 28, 2025

b. SALE LOCATION: University of Dayton, Kennedy Union Central Mall

c. SALE HOURS: 11 AM-5 PM

d. WEATHER SITE:

2. University will provide Vendor parking accommodations for 13 vehicle on the above sales dates.

3. Vendor will pay the University of Dayton 50% of vendor fees collected and 10% of EZA sales, within 30 days of event conclusion.

4. Vendor assumes sole responsibility for the security of all their materials and products. Vendor will collect/remit sales taxes and maintain all required documentation and records in the state of Ohio. Vendor shall be solely responsible for any damage or excessive wear and tear to the University property and to the surrounding areas arising from any acts or omissions by Vendor.

5. Vendor shall indemnify and hold harmless the University, its officers, agents, employees and students from and against any and all claims, demands, costs, or causes of action arising from or relating to the services, event, and/or sales under this Agreement.

6. Vendor will act in accordance with: (i) all federal and state laws, regulations, and local ordinances; (ii) University policies regarding the appropriate conduct expected of members of the University of Dayton campus community, including but not limited to the University of Dayton's Nondiscrimination and Anti-Harassment Policy (accessible at the "Nondiscrimination / Title IX" link in the footer of every www.udayton.edu webpage); the Smoking on the University of Dayton Campus Policy; the University's Policy on Alcohol and Other Drugs; Parking Services Policy; and (iii) other applicable University policies, protocols, and procedures.

7. This Agreement and the sales event may be terminated by the University at any time if the University has reasonable cause to believe that a safety issue, emergency issue, a willful violation of the terms of this Agreement, or a willful violation of applicable laws is taking place on or related to the University property due to Vendor.

8. Throughout the term of the Agreement and for two (2) years following, the Vendor shall maintain, at Vendor's expense, Commercial General Liability Insurance with respect to claims for bodily injury, personal

injury, advertising injury and property damage arising out of Vendor's services and operations, goods and products and completed operations in an amount not less than One Million Dollars ($1,000,000) per occurrence, and not less than Two Million Dollars ($2,000,000) in the aggregate.

a. Vendor shall also maintain throughout the term of the Agreement and any Scope of Work Automobile Liability for owned, leased, hired, and non-owned vehicles in an amount no less than $1,000,000 per occurrence.

b. ~~Vendor shall maintain Workers' Compensation, for the term of the Agreement, consistent with the requirements of the State of Ohio. The Vendor's workers' compensation policy shall be amended to include a Waiver of Subrogation against the University. Vendor shall also maintain through the term of this Agreement and any Scope of Work Employers' Liability (aka Stop Gap Liability) in an amount of not less than $1,000,000 per occurrence.~~

c. Vendor shall also maintain an Umbrella or Excess Liability policy for the term of the Agreement and any Scope of Work with at least Two Million Dollars ($2,000,000) occurrence and Two Million Dollars ($2,000,000) aggregate limit. The Umbrella or Excess Liability policy shall be inclusive of General Liability, Automobile Liability and Employers' Liability. The limit expressed herein is not intended to limit Vendor's liability to the amount of such coverage limits.

d. The Commercial General Liability shall include the following as Additional Insured: University, its affiliates and subsidiaries, members, directors, officers, employees, and volunteers. Coverage provided shall be primary to the Additional Insureds' and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing or excess. The above policies and Certificate of Insurance shall also provide for a thirty (30) day notice of cancellation or non-renewal to the certificate holder. A certificate evidencing such coverage shall be forwarded to:

University of Dayton

Attn: Office of Audit, Risk & Compliance

300 College Park

Dayton, Ohio 45469-1642

mkeenan1@udayton.edu[JG6]

9. Nothing in this Agreement or in the performance of the services contemplated by this Agreement shall be construed to place the University and Vendor in a relationship of partners or joint venturers, or to make Vendor an employee of the University. This Agreement shall be governed by the laws of the State of Ohio. Vendor will not assign or transfer this Agreement or sublet any portion thereof to any other entity. No forbearance to exercise any rights or privileges under this Agreement or waiver of any breach of any of its terms shall be construed as a waiver of any such terms, rights or privileges. This Agreement contains the entire agreement between the parties relating to the subject matter contained herein.

IN WITNESS WHEREOF, the following signatures represent that the Parties have read this Agreement in its entirety, and by their execution below have agreed to all its terms and conditions.

University of Dayton

By: _____

Printed Name: Dr. Casey Gill

Title: Vice President, Student Development

Date: _____

Vendor: Fleaji d.b.a EZA, LLC

By: Eric Harp Verified by pdfFiller 02/02/2026

Printed Name: Eric Harp

Title: Co-Owner

Date: 2/2/26