

Exhibit A

Courtesy Vehicle Program Policy

Under the Courtesy Vehicle Program (“Program”), the University of Cincinnati (“University”) receives courtesy vehicles (“Vehicles”) from automobile dealers (“Dealers”) in exchange for certain benefits (“Dealer Benefits”). The University then provides the Vehicles to designated University employees (“Drivers”). The Program is managed in the Department of Athletics Business Office (“Business Office”) and by the CAT TRACKS Coordinator (“CAT TRACKS Coordinator”). All Drivers shall abide by this Courtesy Vehicle Program Policy (“Policy”).

- 1. Program Participation.** Approval by the University is a prerequisite to participation in the Program. Staff members of the Department of Athletics are prohibited from bartering their own ticket allotments in exchange for courtesy vehicles or other personal benefits, nor should they personally sign any documents from the Dealer with respect to the Vehicle, nor give any testimonials or endorsements of the Dealer or the Vehicle brand.
- 2. Income Taxes.** The Driver shall pay federal, state, and local income taxes based on the annual lease value of Vehicle and the percentage of personal use (or as otherwise required by law), and the Driver hereby authorizes the University to withhold such taxes from the Driver’s pay. The Driver shall keep a daily mileage log following IRS guidelines, and separating personal use from business use. The Driver shall consider travel to work from home and to home from work as personal use.
- 3. Responsible Driving.** The Driver agrees to permit the University to conduct periodic reviews of his or her driving record and agrees to execute any forms or documents necessary to enable the University to conduct such reviews. The Driver shall maintain a valid driver’s license, proof of insurance, and shall keep current on renewals of car registration and validation stickers. The Driver shall annually complete the University online defensive driver course and provide verification of successful completion to the Athletics Business Office. The Driver shall pay (in a timely manner) for any traffic or parking violations incurred while using the Vehicle.
- 4. Authorized Drivers.** The Driver shall not permit anyone other than the Driver and the Driver’s spouse to drive the Vehicle. The Driver shall not permit the Driver’s children, any student-athletes, or any managers to drive the Vehicle. The Driver shall log any use of the Vehicle by a spouse as personal mileage.
- 5. Collisions and Damages.** The Driver shall immediately (no later than 24 hours) notify the CAT TRACKS Coordinator, and the Dealer in the event of a collision or of any damage to or loss of the Vehicle. The Driver shall report all damage or loss, even when the cause is unknown. The Driver must report all accidents (with a fixed object or with another driver), regardless of fault or amount of damage. Failure to report an accident, or any other damage or loss, may result in denial of all claims and may result in the Driver’s personal liability for the damage or loss. The Driver shall work with law enforcement to complete the necessary police report. The Driver shall work with the Dealer if repairs are necessary. The Driver shall fill out the required Accident Report Forms (available in the Business Office) and shall provide the Business Office with a copy of the invoice for any repairs. The University’s

insurance policy covers the cost of the repairs, except for any deductible, which will be billed to and shall be the personal responsibility of the Driver. The University's deductible is currently \$350 and is subject to change. The Driver shall provide Accident Report Forms and all supporting documentation to the Business Office within 30 days of the damage or loss; otherwise, the Driver shall be personally responsible for the entire cost of the damage or loss.

6. Insurance.

- a. **By the University.** The University provides auto insurance for the Vehicle and will provide the Driver with insurance verification information upon issuance of the Driver's first Vehicle. The Driver shall keep the insurance verification information in the Vehicle at all times. The Driver shall notify the Business Office and the CAT TRACKS Coordinator when exchanging one Vehicle for another and shall transfer the insurance verification information into the new Vehicle. The University's insurance covers the Vehicle not the Driver. Failure to properly notify the University of a change in vehicle could result in no insurance coverage for the Vehicle, leaving the Driver fully responsible. **The University's insurance covers liability for bodily injury and property damage while the vehicle is being used for University business, but does not include underinsured/uninsured motorist coverage.** As a consequence of such coverage, if a Driver or other person is injured in a Vehicle due to the fault of an underinsured/uninsured motorist, the Driver's or injured person's protection is through health insurance and anything that is recoverable from the party at fault. Therefore, the Driver is advised to ensure that the Driver, any other authorized drivers, and any other Vehicle occupants maintain adequate health insurance.
- b. **By the Driver.** Driver shall obtain the following personal (through a private insurance company - not University insurance) insurance coverage on the Vehicle in at least the following amounts and agree to provide the University with a certificate of insurance which names the Dealer providing the Vehicle and "the University of Cincinnati and its Board of Trustees" as additional insured on such policy:
 - i. bodily injury - \$100,000 per person / \$300,000 aggregate
 - ii. property damage - \$100,000
 - iii. uninsured/underinsured
 - iv. medical payment
 - v. comprehensive

The purpose of this insurance is to cover liabilities arising from permitted personal or spousal use of the Vehicle.

NOTE: Drivers and/or their insurance agents, who have any questions regarding their personal insurance responsibilities, are welcome to contact: Anita Ingram, Asst. Vice President/ Chief Risk Officer at the University of Cincinnati [REDACTED]

7. **Return and Exchange.**

- a. The Driver shall return the Vehicle promptly to the Dealer at an agreed time or mileage allowance. In the event of separation from the University, the Driver should contact the CAT TRACKS Coordinator before returning the Vehicle. The Coordinator or a designee should inspect the Vehicle for damages before it is returned to the Dealer or reassigned to Driver. The Driver shall notify the Business Office immediately after receiving a new Vehicle, by filling out and submitting the Courtesy Car Form on file with the Business Office. The form covers year, make, and model of Vehicle, license number, serial number, and odometer reading. The Driver shall also turn in the Driver's mileage log, indicating business and personal use, each year for tax purposes.
 - b. The Driver recognizes that the Dealer has the right to recall the Vehicle at any time and replace it with another Vehicle. The Driver further recognizes that if there are insufficient numbers of Vehicles available through the Program, that the University has the right to provide a stipend rather than a Vehicle.
 - c. The Driver shall return the Vehicle to the Dealer in the same condition as received except for ordinary and expected wear due to mileage. Unless the Dealer specifically instructs otherwise, the Driver should have the Vehicle washed and cleaned prior to returning it.
8. **Dealer Relationship.** The Driver shall build and maintain a strong relationship with the Dealer and carry out all normal communication and activities with the Dealer. The Driver shall talk to the Dealer about expectations regarding Vehicle maintenance. The Driver shall provide the Dealer with a copy of his or her driver's license and UC's insurance verification documentation.
9. **Vehicle Maintenance and Repairs.** The Driver shall keep the Vehicle neat and clean at all times. The Driver shall not smoke in the Vehicle. The Driver shall service the Vehicle regularly to manufacturer specifications. The Driver shall have such service performed by the Dealer or at a shop acceptable to the Dealer. All routine maintenance and repairs that are not covered in the manufacturer's warranty are the sole responsibility of the Driver. The Driver shall not use the spare tire, except in emergencies. The Driver shall not use the Vehicle for towing or pushing any other Vehicle or equipment. The Driver shall not use or sublicense the Vehicle for transportation for hire of goods or passengers.
10. **Consequences.** Participation in the Program is a privilege. Failure by a Driver to abide by this Policy may result in the loss of participation by that Driver and loss of participation by the sport or area to which that Driver is assigned. Failure by a Driver to abide by this Policy may also result in University discipline, up to, and including dismissal of the Driver.

Exhibit B

Acknowledgement of Courtesy Car Policy Receipt

The below-named employee (herein, the "Employee") is employed by the University of Cincinnati (herein, the "University"). The Employee acknowledges receipt of and understanding of the Courtesy Vehicle Program Policy as referenced in the Employee's employment agreement.

Employee:

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit C

1. **CLAIM(S)** means any and all complaints, claims, liabilities, obligations, promises, agreements, grievances, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees actually incurred).
2. **RELEASEES** means the University of Cincinnati and its assigns, agents, directors, officers, employees, representatives, attorneys, current or former University of Cincinnati Board of Trustees members (individually and in their official capacity), and divisions and affiliates (and agents, directors, officers, employees, representatives, and attorneys of such divisions and affiliates), and all persons acting by, thru, under, or in concert with any of them.
3. **Coach's Release:** In consideration of the foregoing, the sufficiency of which is hereby acknowledged, and in exchange for the University entering into this Agreement, Coach, on behalf of himself and his heirs, successors, assigns, and agents, does hereby irrevocably and unconditionally release, discharge, compromise and settle any and all Claims, matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Agreement, including any CLAIMS in any way related or connected with or arising out of Coach's employment or separation thereof through the date of his execution of this agreement, including, but not limited to, any and all claims arising under the current version and any and all future amendments of the United States Constitution, the Constitution of the State of Ohio, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866 and 1871; the Americans with Disabilities Act; the Ohio Civil Rights Act; the Employee Retirement Income Security Act, as amended; the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990; any and all other state or federal laws or public policies. Coach shall have no right to obtain or receive any money damages, injunctive, or other relief through any lawsuit, complaint, action, or proceeding commenced or maintained in any court, agency, or other forum by him or by any person or entity on his behalf with respect to any act, omission, claim, or other matter as set forth in this paragraph.
4. **University's Release:** In exchange for Coach entering into this Agreement, RELEASEES do hereby irrevocably and unconditionally release, discharge, compromise and settle any and all Claims, matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Agreement, including any CLAIMS arising out of or in any way related or connected to Coach's employment with any of the RELEASEES and/or his separation therefrom, under any federal, state or local law, common law, or statute.

5. **Mutual Non-disparagement:** Coach agrees not to make any statements or remarks which are disparaging toward, or are reasonably likely to cause harm to University and its Releasees. The University agrees that the President, the Senior Leadership, the University of Cincinnati Board of Trustees members, the Athletics Director, and Athletics Senior Leadership will not make any statements or remarks which are disparaging toward, or reasonably likely to cause harm to Coach.