

Automatic External Defibrillator Service Agreement

CUSTOMER INFORMATION

Company Name: Effingham County **Phone:** _____

Email: _____ **Customer #:** _____

Billing Address: _____

Physical Address: _____

TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide the Customer the Automatic External Defibrillator(s) selected by Customer below (the "AED Devices") and related products and services as specifically outlined in this agreement ("Agreement").

AED DEVICE	CASE	PRICE PER UNIT	NUMBER OF UNITS	MONTHLY PRICE
Zoll 3	Cabinet/Pelican Case	\$ 110.35 /unit	6	\$662.10 /month
MEDICAL DIRECTION: <input checked="" type="checkbox"/> LifeREADY™ 360 <input type="checkbox"/> LifeREADY™				

1. **Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). By signing this Agreement, Customer acknowledges it has received the entire Agreement and has read and understands all terms and conditions, including terms and conditions listed on page two. Any other terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas.

2. **Term; Renewal; Charges.** This agreement is effective as of the date of execution for a term of 12 months with (2) additional 12-month renewal from the date of installation. This Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the above-referenced monthly price for use of the AED Device(s) and/or related services ("Monthly Service Charge"). If at the end of the 12 months, the customer is not able to receive additional funding beyond the additional 12 months, they would owe \$680 per unit. Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price increase, and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices. 3. **Products.** Cintas will provide for use by Customer the AED Device(s). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit (together, including the AED Device, "Product"). (Additional batteries, sets of pads, data recording cards, and other accessories are not included in the definition of Product; such items may be purchased separately from Cintas.)

4. **Service.** Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

5. **Medical Direction.** Customer acknowledges that it must obtain a prescription for the AED Device(s) and the AED Device(s) must be subject to medical oversight. Customer acknowledges that Cintas is not a health-care provider and does not issue the prescription, provide medical oversight, or provide other related health-care or medical services. Rather, by signing this Agreement, Customer receives access to a third-party, at no additional cost to Customer, who will provide a prescription for the AED Device(s), provide medical oversight, register the AED Device(s) with local EMS (together, "Medical Direction"), and provide Customer access to the third-party's on-line software portal. As a condition to being granted Medical Direction and access to third-party's software portal, Customer acknowledges it will be required to agree to the terms and conditions applicable to those services, which will be provided at the initial log in to the software portal. Failure to do so: (a) will relieve any third-party providing the services from any liability for AED management and (b) will result in Customer assuming full responsibility and any associated liabilities for failing to acknowledge the terms and conditions.

6. **Quality of Services.** Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service that are not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at the local FAS service office. If Cintas then fails to resolve a material complaint in a reasonable period, Customer may terminate this Agreement provided AED Device(s) are returned in good working order or purchased at Replacement Cost.

7. **Scope and Limitations of Service.** The scope of Cintas's responsibilities under this Agreement is limited to delivering, performing AED Services and providing access to third-party Medical Direction, as outlined above. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.

8. **Ownership; Care of AED Products; Replacement, Repair & Maintenance.** Cintas maintains all right, title, and ownership of the AED Device(s). Customer agrees it will not alter, repair, or otherwise make changes to the AED Products. Customer agrees to protect AED Device(s) and Product(s) from mishap and misuse. If an AED Device requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement AED Device or send the AED Device for repair by the manufacturer at no charge to Customer. If Cintas, in its sole discretion, determines an AED Device must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the AED Device. In the event an AED Device is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost of \$1,995 ("Replacement Cost"). If replacement is necessary and the AED Device is still subject to the Initial Term or a Renewal Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. If an AED Device must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement AED Device and have Customer ship back to Cintas the AED Device requiring repair or replacement (rather than Cintas physically delivering a replacement AED Device). Upon receipt of a replacement AED Device, Customer shall return to Cintas the original AED Device, postage prepaid by Cintas, with the Customer taking reasonable care to protect the AED Device during transit. If, at any time, Customer identifies any concern, including, but not limited to, an expired battery or set of pads, a fault on the AED Status Indicator, or any other alarm, fault or other notification that an AED Device is not functioning correctly, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

9. **Replacement AED Device.** Customer may choose to replace an existing AED Device ("Original AED") with an AED Device of a different make or model ("Replacement AED") at any time after the expiration of the Initial Term with no penalty or cancellation charges; Customer may return Original AED to Cintas or purchase Original AED for \$399. If Customer chooses a Replacement AED, Customer must sign a new Service Agreement.

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND AND THIRD PAGE.

Customer Signature: _____ Date: _____

Customer Name: _____ Title: _____

10. **Cancellation: Return of AED Device.** Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation is made during the Initial Term, Customer shall pay all remaining Monthly Service Charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of the Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.

11. **Manufacturer Recalls.** Customer acknowledges that, from time to time, an AED Product may be subject to a voluntary recall initiated by the manufacturer and/or an involuntary recall initiated by the United States Food and Drug Administration. Under either or both scenarios, Customer agrees to cooperate fully with Cintas regarding timely execution of any required recall procedures and to provide Cintas and/or its authorized representatives and agents with access to all of the Customer's locations and facilities where recall-affected AED Products are or may be located. Customer agrees to permit Cintas and/or its authorized representatives and agents to collect any and all recall-affected AED Products and transport any and all such AED Products away from the Customer's locations and facilities for destruction or other processing. Cintas may supply Customer with alternate AED Products having similar functions and characteristics to the recall-affected AED Products.

12. **TRAINING ACKNOWLEDGEMENT.** CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.

13. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT ALL AED PRODUCT PURCHASES UNDER THIS AGREEMENT WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE AED PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

14. **LIMITATION OF CINTAS'S LIABILITY: LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's Monthly Service Charges are based on the value of services provided and the limited liability provided under this Agreement and not on the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of any AED Product or AED Service to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVES' COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE TWENTY FIVE PERCENT (25%) OF CUSTOMERS SPEND AS TO AED SERVICES IN THE TWELVE MONTHS (12 MONTHS) IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE AED PRODUCTS AND AED SERVICES. Neither Party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity; provided that the foregoing limitation shall not apply to indemnification for a third party claim pursuant to Section 17.

15. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio.

16. **CINTAS NOT AN INSURER.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. Customer acknowledges and agrees that neither Cintas nor its Representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the AED Devices. Customer releases and waives all rights of recovery against Cintas by way of subrogation. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF AN AED DEVICE TO OPERATE EFFECTIVELY OR AS DESIGNED.

17. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE AED PRODUCT(S) OR AED SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

19. **Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; pest; epidemic; earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

20. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio.

21. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.

22. Updated Terms and Conditions and Policies. Customer acknowledges and agrees Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees its continued request for service pursuant to this Agreement and/or use and/or acceptance of the AED Products and AED Services constitute acceptance of any such updated Terms and Conditions.

23. Notices. Unless otherwise specified in this Agreement and specifically excluding a price increase under Section 2, any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon the receipt thereof.

24. Authority to Execute Agreement. Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

25. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

26. Entire Agreement; Modifications; Waiver. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.