



STANDARD RENTAL SERVICE AGREEMENT

Location No. 0259 Agreement No. 210076971 Customer No. 11904546 Date _____

Customer CITY OF WILLOWICK Phone 440-585-0963

Address 31230 VINE ST City WILLOWICK State OH Zip 44095

UNIFORM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X270	MENS CARGO PANTS - Rental		ANY	0.955
X330	MENS COTTON WORK SHIRT - Rental		ANY	0.638
X340	CINTAS COTTON PANT - Rental		ANY	0.854
X383	CARHARTT DUNGAREE PANT - Rental		ANY	1.802
X935	CINTAS COMFORT MENS SHIRT - Rental		ANY	0.673

EMBLEM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
BA2000S	NAVY/ NAVY/ WHITE*		ANY	1.500
BA3300S	CHAR/ CHAR/ WHITE*		ANY	1.500
LXXXXXS	NON-STOCK CUSTOM COMPNY EMBLEM		ANY	2.000
LXXXXXS	NON-STOCK CUSTOM COMPNY EMBLEM		ANY	2.000

FACILITY SERVICES PRODUCTS PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X2169	SM SHOP TWL - BLUE - Rental	01	ANY	0.458

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an Invoice.
- o COD Terms \$ _____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge: Material _____ % of Inventory _____ \$ _____ EA
- o Make-Up Charge \$3.050 per garment.
- o Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$0.250 per garment
- o Artwork Charge for Logo Mat \$ _____
- o Under no circumstances will the Company accept textiles bearing flammable liquid. Shop towels may not be used to clean up oil or solvent spills.
- o Service Charge: \$7.90 per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- o Uniform Advantage \$0.120 per standard garment Premium Advantage \$ 0.000 per flame resistant/high visibility garment
- o Uniform Advantage and Premium Advantage cover damaged garments needing to be replaced outside of normal wear and tear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- o Emblem Advantage \$0.200 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
- o Prep Advantage \$0.100 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- o Other _____

 _____ Initial and check box if Unlease. All garments will be cleaned by Customer.
Date

 _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories
Date of items in possession or under control of customer.



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____/____/____
Date _____

Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

____/____/____
Date _____

Initial and check box if declining the Uniform Advantage Program

Customer certifies that It is is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc.No. 259
By Michael Bowman
Title SSP RT 3
Accepted-GM _____

Please Sign Name X
Please Print Name X
Please Print Title X
E-Mail X

X _____



STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

3. Unless specified otherwise, the garments supplied under this agreement are not flame resistant or acid resistant and contain no special flame resistant or acid resistant features. Flame resistant and acid resistant garments are available from Company upon request. If Customer has selected flame resistant or acid resistant garments, Customer agrees to notify its employees who are not receiving flame resistant or acid resistant garments that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Unless Customer has selected flame resistant or acid resistant garments, Customer warrants that none of the employees for whom garments are supplied under this agreement require flame resistant or acid resistant clothing.

4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

5. If Company provides floor mats to Customer, Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety locations at its location. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.

6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Charges.

7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten (10) days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.

8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.

~~9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.~~

10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

11. Additional customer employees, products and services may be added to this agreement and shall automatically become part of and subject to the terms hereof this agreement, and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the application expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customers' account prior to termination.

12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.

13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other similar service provider.

15. 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. This agreement may only be amended, modified or supplemented by a written document executed by all parties, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Cintas.

16. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

17. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

18. If Company provides rubber voltage gloves ("Gloves") or additional personal protective equipment ("PPE"), Customer assumes all risks and agrees it bears sole responsibility for selecting the Gloves and additional PPE and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION WHETHER THE GLOVES OR ADDITIONAL PPE CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE GLOVES' OR ADDITIONAL PPE'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USEFUL LIFE OF THE GLOVES OR ADDITIONAL PPE, THAT THE GLOVES OR ADDITIONAL PPE HAVE BEEN TESTED OR CERTIFIED, OR THAT THE GLOVES OR ADDITIONAL PPE WILL PASS ANY SAFETY, SPECIFICATION, OR CERTIFICATION TESTS. COMPANY DOES NOT WARRANT THE GLOVES OR ADDITIONAL PPE WILL COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF ANY FEDERAL, STATE, MUNICIPALITY OR OTHER JURISDICTION. THE GLOVES AND ADDITIONAL PPE ARE SOLD AS IS. ALL WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW, COURSE OF DEALING, OR USAGE OF TRADE (INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY EXCLUDED.

19. No agent, employee or representative of Company has authority to make any binding representation, affirmation of fact, or warranty (expressed or implied) with respect to the Gloves or additional PPE. Customer acknowledges that compliance with any and all OSHA or other safety regulations, including but not limited to satisfying the testing requirements under 29 CFR § 1910.137, is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the Gloves and additional PPE, including but not limited to any alleged failure of the Gloves and additional PPE to provide protection against electricity, fire, and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages associated with the Agreement or this Addendum or resulting from Customer's or any other third party's use of the Gloves and additional PPE, including the negligence or other fault of Company. For any claims brought by employees of Customer, Customer expressly waives its immunity under applicable state workers compensation statutes.

20. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the



minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

21. By signing the agreement, Customer authorizes Cintas to check its credit to determine payment terms for this agreement.

22. By signing the agreement, Customer waives its signature as a requirement for services rendered. Customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If Customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature.

Single Invoice: Signature Waived

Multiple Invoices: Signature Waived On All