

Cintas Combination First Aid and Safety Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"): Water Quality

Phone: 859.425.2459

Email: KJennings@lexingtonky.gov

Customer #: 22079537

Physical Address: 125 lisle Industrial Ave Ste 180, Lexington, KY 40511

THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	PRICE / UNIT	# OF UNITS	MONTHLY PRICE
THE SAFETY DIRECTOR® EYEWASH BUNDLE	\$ /unit		\$ 0.00 /month
THE SAFETY DIRECTOR® EYEWASH UPGRADE	\$ /unit		\$ 0.00 /month
ONE-TIME WALL MOUNT INSTALLATION FEE (618333)	\$ /unit		

AUTOMATED EXTERNAL DEFIBRILLATORS

AED DEVICE	CASE	PRICE PER UNIT	# OF UNITS	MONTHLY PRICE
<input type="checkbox"/> LIFELINE	<input type="checkbox"/> LIFELINE VIEW	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ /unit	\$ 0.00 /month
<input type="checkbox"/> ZOLL® AED PLUS®	<input checked="" type="checkbox"/> ZOLL® AED 3	<input checked="" type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ 127.00 /unit	\$ 1,143.00 /month
MEDICAL DIRECTION <input checked="" type="checkbox"/> LifeREADY 360™ <input type="checkbox"/> LifeREADY™				
TRAINING AHA HEARTSAVER™ FA/CPR/AED COURSE \$ /CLASS				

By checking this box and initialing, Customer affirmatively opts out of the AED Services as defined in the AED Delivery Confirmation

Initials _____

WATERBREAK®

COOLER UNIT DESCRIPTION	MONTHLY FEE/UNIT	# OF UNITS	TOTAL MONTHLY PAYMENT
FREESTANDING	\$ /unit		\$ 0.00 /month
COUNTERTOP	\$ /unit		\$ 0.00 /month

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON PAGES 2. CUSTOMER FURTHER AGREES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO EXECUTE A DELIVERY CONFIRMATION FOR EACH SERVICE REQUESTED BY CUSTOMER, BEFORE CINTAS INSTALLS THE PRODUCT(S) REQUESTED HEREUNDER. SUCH DELIVERY CONFIRMATION WILL INCLUDE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND AGREED TO BY CUSTOMER. 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.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____



UNIVERSAL TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide Customer the Automatic External Defibrillator(s) ("Devices"), The Safety Director® Emergency Eyewash Station(s) ("Eyewash Stations") and the WaterBreak® Cooler Units ("Units") and collectively with the Devices, Eyewash Stations, related products, and services outlined herein, "Products" and individually a "Product" as selected by Customer, in accordance with the terms and conditions of this ("Agreement"). Customer shall select the Products desired by Customer on the pricing tables (each a "Pricing Table") shown on the first page of the Agreement. These Universal Terms and Conditions apply to all Products selected by Customer.

- Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). Any terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas. The Parties agree and acknowledge that Cintas will be Customer's exclusive provider of first aid and safety goods and services for every Customer location that lies within Cintas's normal operating service areas. By signing this Agreement, Customer agrees and acknowledges that Customer will execute a Delivery Confirmation ("Delivery Confirmation") for each service requested by Customer, before Cintas installs the Product(s) requested hereunder. Such Delivery Confirmation will include additional terms and conditions, which are hereby incorporated into this Agreement and agreed to by Customer.
- Term, Renewal, Charges.** The initial term of this Agreement is 36 months, commencing on the delivery date of the first Product to the Customer, which shall be reflected in the first invoice from Cintas to Customer ("Initial Term"). This Agreement will renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives 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 monthly price for use of the Products as shown in each Pricing Table ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may 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 notice of the increase, which may be in the form of an invoice. 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.
- Payment Terms, Credit.** Invoices shall be due within thirty (30) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may: (1) suspend the delivery of Products pending receipt of cash or satisfactory security from Customer; or (2) repossess the Products. If Customer fails to pay amounts due to Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees.
- Quality of Services.** Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at Cintas's nearest First Aid and Safety service office. If Cintas then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all Products are returned in good working order or Purchased at the Product's Replacement Cost (as defined below).
- DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT CINTAS DOES NOT MANUFACTURE THE DEVICES, EYEWASH STATIONS, OR UNITS AND THEREFORE ALL PRODUCTS WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCTS AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PRODUCTS PURSUANT TO THIS AGREEMENT. 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, AND (iii) SPECIFICALLY REFERENCE 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, AND 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.
- LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or 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 the goods or services 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 NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, CUSTOMER AGREES TO LIMIT CINTAS'S LIABILITY FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE. CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES 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 GOODS OR 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.

⁷ Governing Law. *Dispute:* This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

- Cintas not an insurer.** 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 Products. Customer releases and waives all rights of recovery against Cintas by way of subrogation.

⁸ RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. TO THE EXTENT ALLOWABLE BY LAW, 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 THEORY 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 PRODUCT(S) OR 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. THIS SHALL NOT BE DEEMED A WAIVER OF SOVEREIGN IMMUNITY OR ANY OTHER THIRD PARTY DEFENSE.

Commented [SG1]: These edits are acceptable.

- 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 ANY OTHER STATE, LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
- 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, 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 is beyond the reasonable diligence Cintas is unable to overcome.
- 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 and is enforceable 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.
- Assignment.** This Agreement cannot be assigned by the Customer without Cintas's written consent, 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.
- Entire Agreement; Amendments; Waiver; Severability.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supercedes 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. No amendment of this Agreement is effective unless it is signed by Customer and Cintas. A waiver by either party of a breach of this Agreement will not constitute or be construed as a waiver of any subsequent breach of this Agreement. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion.
- Replacement Cost.** In the event any Product is lost, stolen, or damaged beyond repair, Customer will reimburse Cintas for Cintas's actual cost to replace such Product, which shall include the cost of the replacement Product, all necessary labor to install the replacement Product or remove the existing Product, and all other cost actually incurred by Cintas to replace such Product ("Replacement Cost"). The payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. Customer agrees to make the Products available to Cintas for maintenance during the then-current term.
- Cancellation; Return of Product(s).** Customer may cancel the Agreement at any time with a 30-day advance written notification. If Customer terminates the Agreement prior to the end of the then-current term for any reason other than a material breach by Cintas or if Cintas terminates this Agreement for a material breach by Customer, Customer shall pay all remaining Monthly Service Charges owed through the end of the then-current term. Upon any such cancellation, or at the expiration of this Agreement, Cintas shall regain possession of the Product(s) in the same condition as originally delivered, ordinary wear and tear excepted, provided however that Customer shall have the option to purchase any Devices or Eyewash Stations for \$399 at the time of such cancellation or expiration. Customer acknowledges Cintas shall be entitled to repossess the Product(s) following cancellation or expiration of the Agreement and customer shall grant Cintas access to the Product(s) for such purpose.
- Scope and Limitations of AED Service.** In the event that Customer requests AED Product(s)/AED Services, the scope of Cintas's responsibilities under this Agreement is limited to delivering AED Product(s), performing AED Services as defined in the AED Delivery Confirmation, (unless Customer opted-out of the AED Services, in which case Cintas will not provide the AED Services) and providing access to third-party Medical Direction, as outlined in the AED Delivery Confirmation. 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 Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Product(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Product is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer within a reasonable period of time 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 Device. If Customer opted-out of the AED Services, Cintas has no liability of any kind in relation to, and Customer agrees to defend, indemnify, and hold Cintas harmless against, all liabilities and claims of any kind including losses or damages to person or property (including death) caused in connection with or arising from the AED Product(s).
- Scope and Limitations of Eyewash Service.** In the event that Customer requests Eyewash Product(s)/Eyewash Service, the scope of Cintas's responsibilities under this Agreement is limited to delivering the Eyewash Product(s) and performing Eyewash Service as defined in the Eyewash Delivery Confirmation. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard, monitoring the water temperature, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of Eyewash Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the Eyewash Product(s) between Cintas's periodic Eyewash Service visits. Customer further acknowledges that it bears sole responsibility for ensuring that Eyewash Product(s) and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. Customer expressly acknowledges that the status of the Eyewash Product(s) can change at any time subsequent to a service visit by Cintas and that Cintas is not responsible or liable for any such change in status, including but not limited to any change in signage.
- Installation.** Customer acknowledges it is responsible for designating the location that the Products will be installed in Customer's property and ensuring all necessary access, including electrical and plumbing, is available. Customer may choose not to install Products if technical issues are encountered or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface(s), including but not limited to, patching, covering, painting or texturing work. Further, at the end of the Agreement, Cintas shall not be responsible for any repairs necessitated by the removal of the Products, including but not limited to, patching, covering, painting or texturing work.

²⁰ Appropriation or Public Funds. Cintas acknowledges that the Customer is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. Subject to the cancellation requirements set forth in Section 16, in the event that public funds are unavailable and not appropriated for the performance of the Customer's obligations under this contract, then the contract shall expire without penalty to the Customer thirty (30) days after written notice to

Commented [SG2]: These edits are acceptable.

Cintas of the unavailability and non-appropriation of public funds. It is expressly agreed that the Customer shall not activate this non-appropriation provision for its convenience, or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Customer's statutory authority, mandate, and mandated functions, by state and federal legislative or regulatory action which adversely affects the Customer's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Customer upon written notice to Cintas of such limitation or change in the Customer's legal authority.

For full terms and conditions including delivery terms and conditions please go to <https://www.cintas.com/firstaidsafety/fas-universal-agreement/>

Commented [SG3]: This is a business decision; no legal concerns