



FACILITIES SOLUTIONS AGREEMENT

Location No. 312

Contract No. 210080923
Customer No. _____

Main Corporate Code → 50716
Tile & Carpet Corporate Code → 50717

Date _____

Customer/Participating Agency LFUCG Phone 859-258-3015
Address 200 E Main St City Lexington State KY Zip 40507

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
<u>759</u>	<u>Pro Knit Polo</u>	<u>.271</u>
<u>935</u>	<u>Comfort Flex Shirt</u>	<u>.183</u>
<u>268</u>	<u>Pro Knit Polo</u>	<u>.194</u>
<u>270</u>	<u>Cargo Pants</u>	<u>.326</u>
<u>945</u>	<u>Mens Comfort Pant</u>	<u>.209</u>
<u>Current products approved via prod 50716</u>		<u>Book via 50716</u>

- This agreement is effective as of this date _____, for a minimum term of 36 months. The length of this rental agreement will _____
- Name Emblem \$ N/A ea • Company Emblem \$ N/A ea
- Customer Emblem \$ N/A ea • Embroidery \$ 3.95 ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due Is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item 2160 % of Inventory 5 \$ 467 Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 15 per delivery.
- Make-Up charge \$ N/A per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.)
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Shop towel container \$ N/A per week.
- Artwork Charge for Logo Mat \$ N/A
- Uniform Storage Lockers: \$ 2.00 ea/week, Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
- Service Charge
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge
- Other See Addendum A, see addendum B

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		<u>Prep Advantage</u>	<u>01</u>	<u>1-9999</u>	<u>.04</u>
		<u>Emblems Advantage</u>	<u>01</u>	<u>1-9999</u>	<u>.04</u>
		<u>Uniform Advantage</u>	<u>01</u>	<u>1-9999</u>	<u>.08</u>

*Indicated bundled items/services

Initial and check box if Unlease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of Items in possession or under control customer.

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments

Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: _____
By: _____
Title: _____
Accepted-GM: _____ Email: _____

CUSTOMER:
Please Sign Name _____
Please Print Name _____
Please Print Title _____

US Communities Participating Public Agencies Terms

Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

- 1 **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
- 2 **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
- 3 **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
- 4 **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
- 5 **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
- 6 **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
- 7 **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company
- 8 **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
- 9 **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.

10. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, 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 applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

11 If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

12 If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service

13 If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

14 If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

15 Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



**Addendum To Facilities Solutions Agreement
Flame Resistant Garments**

Cintas Corporation agrees to provide services to the agreed upon locations of LFUCG as governed by the Facility Solutions Agreement entered into on _____ by and between Cintas Corporation and LFUCG. Both parties agree to the terms below.

• Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.

• Customer hereby agrees to defend and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.

• In consideration of the sizeable investment Company is making in flame-resistant garments, Customer guarantees Company minimum weekly revenue equal to 70% of the initial invoice; provided, however, the minimum weekly revenue amount will increase by an amount equal to 70% of any increases in the weekly invoice.

Cintas Corporation

Addendum A – Mat & Uniform Locations

Account ID	Sold to	Street	Location
LFUCG - FAMILY SERVICES	11452810	1135 HARRY SYKES WAY	LEXINGTON KY RNTL
LFUCG CENTRAL SECTOR	11916886	1020 INDUSTRY RD	LEXINGTON KY RNTL
LFUCG FIRE DEPT LEXINGTON FIRE DEPT	12082514	219 E THIRD ST	LEXINGTON KY RNTL
LFUCG FIRE STATION 1 LEXINGTON FIRE DEPT	12082515	219 E THIRD ST	LEXINGTON KY RNTL
LFUCG FLEET SERVICES PARTS	12112376	699 BYRD THURMAN DR	LEXINGTON KY RNTL
LFUCG PUMP STATION GARMENTS	12112275	951 ENTERPRISE DRIVE	LEXINGTON KY RNTL
LFUCG STREETS & ROADS	12112278	951 ENTERPRISE DR	LEXINGTON KY RNTL
LFUCG WEST HICKMAN	12082526	645 W HICKMAN PLANT DR	LEXINGTON KY RNTL
LFUCG WEST HICKMAN FR GAR	12082527	645 W HICKMAN PLANT DR	LEXINGTON KY RNTL
LFUCG- BELL HOUSE	11105969	545 SAYRE AVE	LEXINGTON KY RNTL
LFUCG- COLEMAN HOUSE	11106013	1155 RED MILE PL	LEXINGTON KY RNTL
LFUCG- FLEET SERVICES	11106011	669 BYRD THURMAN DR	LEXINGTON KY RNTL
LFUCG- KENWICK	11106116	313 OWSLEY AVE	LEXINGTON KY RNTL
LFUCG- W HICKMAN	11107338	645 W HICKMAN PLANT RD	LEXINGTON KY RNTL
LFUCG-BLACK AND WILLIAMS	11107358	498 GEORGETOWN ST	LEXINGTON KY RNTL
LFUCG-CAMPUS BUILDING	11106129	1306 VERSAILLES RD	LEXINGTON KY RNTL
LFUCG-CARVER	11107215	522 PATTERSON ST	LEXINGTON KY RNTL
LFUCG-CASTLEWOOD	11107375	201 CASTLEWOOD DR	LEXINGTON KY RNTL
LFUCG-CENTRAL	11107431	1060 GOODWIN DR	LEXINGTON KY RNTL
LFUCG-CHARLES YOUNG	11106039	540 E THIRD ST	LEXINGTON KY RNTL
LFUCG-CKJC	11107549	1055 INDUSTRY RD	LEXINGTON KY RNTL
LFUCG-COMMUNITY CORRECTIO	11107382	2269 OLD FRANKFORT PIKE	LEXINGTON KY RNTL
LFUCG-DOWNTOWN ARTS CTR	11106096	141 E MAIN ST	LEXINGTON KY RNTL
LFUCG-DUNBAR	11105950	545 N UPPER ST	LEXINGTON KY RNTL
LFUCG-FAYETTE COUNTY CLER	11107419	164 E MAIN ST	LEXINGTON KY RNTL
LFUCG-FAYETTE COUNTY COUR	11107447	120/150 N LIMESTONE	LEXINGTON KY RNTL
LFUCG-GENERAL SERVICE	11105983	1555 OLD FRANKFORT PIKE	LEXINGTON KY RNTL
LFUCG-GOVERMENT CENTER BU	11107374	200 E MAIN ST	LEXINGTON KY RNTL
LFUCG-LEXCALL	11106820	218 W MAIN ST	LEXINGTON KY RNTL
LFUCG-LYRIC THEATRE	11105961	300 E MAIN ST	LEXINGTON KY RNTL
LFUCG-NORTH BASE	11107330	1793 LIBERTY RD	LEXINGTON KY RNTL
LFUCG-OAC BUILDING	11106054	1515 OLD FRANKFORT PIKE	LEXINGTON KY RNTL
LFUCG-PHOENIX BUILDING	11105957	101 E VINE ST	LEXINGTON KY RNTL
LFUCG-PICADOME	11107294	469 PARKWAY DR	LEXINGTON KY RNTL
LFUCG-POLICE DEPT-TECH SE	11107424	2269 OLD FRANKFORT PIKE	LEXINGTON KY RNTL

LFUCG-POLICE DEPT-WEST	11107352	1795 OLD FRANKFORT PIKE	LEXINGTON KY RNTL	
LFUCG-POLICE DEPT.-EAST	11107451	1165 CENTRE PKWY	LEXINGTON KY RNTL	
LFUCG-POLICE DEPT.-GYM	11107291	1799 OLD FRANKFORT PIKE	LEXINGTON KY RNTL	
LFUCG-POLICE HEADQUARTERS	11107461	150 E MAIN ST	LEXINGTON KY RNTL	LFUCG
LFUCG-PUBLIC SAFETY OP. C	11107053	115 CISCO RD	LEXINGTON KY RNTL	
LFUCG-PUBLIC WORKS PUMP S	11107556	951 ENTERPRISE DR	LEXINGTON KY RNTL	
LFUCG-SENIOR CENTER	11107080	195 LIFE LN	LEXINGTON KY RNTL	
LFUCG-SEWER LINE MAINTENA	11107437	900 ENTERPRISE DR	LEXINGTON KY RNTL	
LFUCG-SOUTH BASE	11107297	600 LARAMIE DR	LEXINGTON KY RNTL	
LFUCG-TATE BUILDING	11107387	125 LISLE INDUSTRIAL AVE	LEXINGTON KY RNTL	
LFUCG-TATES CREEK	11107480	1400 GAINESWAY DR	LEXINGTON KY RNTL	
LFUCG-WASTE MGNT	11107290	675 BYRD THURMAN DR	LEXINGTON KY RNTL	
LFUCG-WATER QUALITY TOWN	11107315	301 JIMMIE CAMPBELL DR	LEXINGTON KY RNTL	

Representative Signature

Cintas Representative Signature

X _____

X _____

Addendum B

Service Guarantee & Cancellation – The Company (Cintas) guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of service which are not resolved in the normal course of business must be communicated in writing to the General Manager. If the Company then fails to resolve any material complaint in a reasonable period of time, the Customer may terminate this Agreement provided all items are paid for at the then current Loss/Damage Replacement Values or returned to the Company in good and usable condition.

Cintas Representative

LFUCG Representative

Date

Date