

Cintas Combination First Aid and Safety Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"): LFUCG - Phoenix Building Phone: 859.425.2518
 Email: sdonaldson@lexingtonky.gov Customer #: 22079537
 Physical Address: 101 East Vine Street (Suite 130), Lexington, Kentucky 40507

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	\$ 135.00 /unit	1	\$ 135.00 /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: Linda Gorton Date: 3/27/26
 Printed Name: Linda Gorton Title: Mayor



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).

- 12. 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.
- 13. 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. Cintas 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. Approval to Use in Public Places. Cintas acknowledges that the Customer is a governmental entity and the contract hereby is a contract for the purchase of goods, including under the authority of its statutory provision, subject to the contractual requirements set forth in Section 10. In the event that public funds are expended and/or are obligated to the performance of the Customer's obligations under this contract, this contract shall remain wholly and jointly to the Customer (not Cintas) after which notice to Cintas of the unavailability and non-appropriation of public funds. It is hereby agreed that the Customer shall not activate the non-representation provision for its compliance, or to circumvent the requirements of this contract, but only as an emergency first response using a substitute financial source, which affects generally its governmental operations, or the event of a change in the Customer's statutory authority, executive, and legislative functions, by state and federal legislation or regulatory action which adversely affects the Customer's authority to continue its obligations under this contract, this contract shall nevertheless remain wholly and jointly to the Customer upon either notice of Cintas at such time or change in the Customer's legal authority.

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

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

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Authorized Signature: Linda Gorton Date: 3/27/20
 Printed Name: Linda Gorton Title: Mayor



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18. **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 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.
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20. **Agreement for Public Funds.** Cintas acknowledges that the Customer is a governmental entity, and the contract hereby is issued upon the availability of public funding under the authority of its statutory mandate. Subject to the cancellation requirements set forth in Article 18, in the event that public funds are appropriated and/or appropriated for the performance of the Cintas's obligations under this contract, then the contract shall expire without penalty to the Customer thirty (30) days after written notice by Cintas of the unavailability and non-appropriation of public funds. It is expressly agreed that the Customer shall not utilize this contract as a basis for its operations, or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a successive fiscal year, when such is generally its governmental operations. In the event of a change in the Customer's statutory authority, revenue, and required services, by state and federal legislative or regulatory action which adversely affects the Customer's ability to continue its obligations under this contract, then the contract shall automatically terminate with no penalty to the Customer upon written notice to Cintas of such legislative 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/firstaid/safety/ias-universal-agreement/>

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