



Agreement No _____

Customer No _____

FACILITY SERVICES RENTAL SERVICE AGREEMENTDate 8/9/2021Customer Galion City Health DepartmentPhone 419-468-1075Address 113 Harding Way E City Galion State OH Zip 44833**FACILITY SERVICES PRODUCTS RENTAL PRICING**

ITEM #	DESCRIPTION	INVENTORY	DEL FREQ	UNIT PRICE
	4x6 Logo Mat			13.50
	3x10 Runner Mat			14.50
	Z Fold			28
	Toilet Paper			18
	Disinfectant Wipes			56
	Hand Soap/Hand Sanitizer			9/10
	Air Fresher			3.55
	Wet Mop/ Dust Mop			2.5/2

- This agreement is effective as the date of execution for a term of 36 months from date of installation.
- 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.
- COD Terms \$ 0.00 per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments Due 45 Days After Each of Month
- 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
- Service Charge \$ 5.95 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.
- Other

CINTAS	CUSTOMER
Location: <u>03 – Columbus, OH</u>	I agree that I am authorized to sign on behalf of
Signature:	Please Sign Name: <u>Andrea Barnes</u>
Print Name: <u>Trent Link</u>	Please Print Name: <u>Andrea Barnes, REHS</u>
Title:	Please Print Title: <u>Interim Health Commissioner</u>



RENTAL SERVICE AGREEMENT

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 items will be cleaned and maintained by Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. 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. (Examples: Hazardous chemicals, sharp objects, exposure to bloodborne pathogens, etc.)
4. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all items issued to Customer, or the current replacement value of same, have been returned to Company. Any special products (i.e., logo mats, non-standard garments, non-standard facility services products, etc.) must be purchased by the customer if service is stopped. If items are lost or damaged by any means other than normal wear and tear, Customer will pay the then current replacement values for said items.
5. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on page one of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 30 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 price 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 45 days of date of invoice. 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.
6. Company & Customer each agree to defend, indemnify and hold the other harmless from claims for injury or property damage arising out of the performance of this Agreement, but only in proportion to and to the extent such injury or property damage is caused by or results from the negligence of the indemnifying party.
7. **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 reasonable amount 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.**
8. 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.
9. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
10. 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 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 applicable expiration date for any reasons 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 Customer's account prior to termination.
11. 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 by a written document executed by all parties.
12. This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, 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.