

# Ice & Water Unit with Stand Agreement

## CUSTOMER INFORMATION

Company Name ("Customer"):

Phone:

Email:

Customer #:

Billing Address:

Location Physical Address:

## TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Ice & Water Unit with Stand ("Units") at the prices and terms and conditions described in this Agreement.

COOLER UNIT DESCRIPTION	# OF UNITS	MONTHLY FEE/UNIT	TOTAL MONTHLY PAYMENT
		\$ /UNIT	= \$ /month
		\$ /UNIT	= \$ /month
		Total monthly service fee	= \$ /month
One Time Installation Fees		Cintas Cooler Installation #604907	= \$ 0
		Third Party Installation #604908	= \$ 0

- Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). By signing this Agreement, Customer acknowledges it has received the entire Agreement and has read and understands all terms and conditions, including terms and conditions listed on page two. Any other terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas.
- Term; Renewal; Charges.** The initial term of this Agreement is 36 months, commencing on the installation date of the Ice & Water Unit(s) with stand identified above ("Initial Term"). This Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to 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 above-referenced monthly price for use of the Unit(s) ("Monthly Service Charge"). The Monthly Service Charge does not include the cost for replacement filters, disposable cups, or other products or services. Customer acknowledges Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price 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 the notice of the increase. 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, in addition to all other rights and remedies under the Agreement and applicable law: (1) suspend the delivery of Unit(s), if not already delivered, and/or services pending receipt of cash or satisfactory security from Customer; or (2) repossess the Unit(s). 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 FAS service office. If Cintas then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided the Unit(s) is (are) returned in good working order.
- Ownership; Care of Units; Replacement, Repair & Maintenance.** Cintas maintains all right, title, and ownership of the Unit(s). Customer agrees to keep the Unit(s) free and clear of all liens. Customer expressly authorizes Cintas to file any Uniform Commercial Code financing statements Cintas deems necessary to protect its interest in the Unit(s). Customer agrees that it will not alter, repair, or otherwise make changes to the Unit(s). Customer agrees to protect the Unit(s) from mishap and misuse. If a Unit requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Unit or replace certain parts. If Cintas, in its sole discretion, determines a Unit must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Unit. In the event a Unit is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost of \$1,000 ("Replacement Cost."). If replacement is necessary and the Unit is still subject to the Initial Term or Renewal Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. Customer also agrees to make the Unit(s) available and accessible to Cintas, or its authorized representative, for maintenance during the then-current term. At the end of the service, the Unit(s) shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.
- Location of Unit(s); Installation of Unit(s).** Customer acknowledges it is responsible for designating the location of the Unit(s) at the Customer's facility(ies) and ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), 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, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.

**BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND PAGE.**

Customer Representative's Signature:

Date:

Customer Representative's Name:

Title:

### INTERNAL USE ONLY

Refurbished unit info:

Route:

7. **Movement of Unit(s) after Install.** Customer shall not move or relocate Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Unit(s) or associated water lines, Customer must contact the nearest First Aid and Safety service office and Cintas shall perform the relocation. Cintas will charge a \$150 fee for moving or relocating each Unit and/or associated water lines.
8. **Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the Unit(s) and services after delivery, installation, or other service call. Cintas further recommends Customer regularly inspect the Unit(s) to confirm the fittings are in good working order and no leaks are detectable. Cintas shall not be responsible for any defects, malfunctions, inaccuracies, insufficiencies or omissions Customer could have detected through such an inspection.
9. **Boil Advisory.** In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Unit(s) are not used during the advisory. Customer shall further ensure that the Unit(s) are not used after the advisory is lifted until such time that the Unit is serviced and the filter in the Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Unit(s); Cintas will charge a \$100 fee for servicing and replacing the filter in each Unit.
10. **Termination; Return of Unit(s).** Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation is made before the natural expiration of the then-current term, Customer shall pay all remaining Monthly Service Charges owed through the end of the then-current term and shall return all Unit(s). 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 and pay \$200 per Unit for removal and restocking fees. Customer acknowledges that Cintas shall be entitled to repossess the Unit(s) following cancellation or expiration of the Agreement. Following cancellation or expiration of the Agreement, Customer shall grant Cintas access to the Unit(s) for purposes of disconnecting and repossessing Unit(s). Customer shall not disconnect or remove the Unit(s).
11. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE RENTAL OF THE UNIT(S) OR THE SALE OF SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 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, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT.**
12. **LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's Monthly Service Charges are based on the value of services 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 to Customer or others. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY (INCLUDING DEATH), OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVES' COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES.** If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS 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 SERVICES TO CUSTOMER AT THE PRICES SET FORTH IN THIS AGREEMENT.** 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; provided that the foregoing limitation shall not apply to indemnification for a third party claim pursuant to Section 13.
13. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. 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, EQUITABLE 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. 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. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.** Cintas reserves the right to select counsel to represent it in any such action.
14. **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 or 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 or any national, state or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
15. **Governing Law; Disputes.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. **EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio.
16. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.
17. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees its continued request for service pursuant to this Agreement and/or use and/or accepts of the Units and service constitute acceptance of any such updated Terms and Conditions.
18. **Notice.** Unless otherwise specified in this Agreement and specifically excluding a price increase under Section 2, any notice given pursuant to this Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon receipt thereof.
19. **Authority to Execute Agreement.** Each Party represents and warrants to the other Party that (i) 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 as to it, enforceable against it 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.
20. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, 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.
21. **Entire Agreement; Modifications.** 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, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control.