

# Facilities Solutions Agreement



Location #: \_\_\_\_\_

Contract #: \_\_\_\_\_

Customer #: \_\_\_\_\_

Main Corporate Code → **New CC 21306 GPO: 13218 MLA: 210568905 GPO #210321258**

Date: \_\_\_\_\_

Customer/Participating Agency: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Space for additional entries provided on page 4

This agreement is effective as of the date of execution for a term of 36 months from the date of installation or renewal.					
Standard Name Emblem	\$	ea	Standard Agency Emblem	\$	ea
Custom Agency Emblem	\$	ea	Embroidery	\$	ea
Uniform Advantage	Item:			\$	ea per week
Premium Uniform Advantage	Item:			\$	ea per week
Emblem Advantage	Item:			\$	ea per week
Prep Advantage	Item:			\$	ea per week
Minimum Charge	\$35 per delivery				
Make-up Charge	\$ 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.) premium				\$ per garment	
Seasonal Sleeve Change	\$ 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.					
Artwork Charge for Logo Mat	\$				
Payment Terms: 2% Discount Net 15, Standard terms are Net 30					
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.				
Other					

## FACILITY SERVICES PRODUCT PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Space for additional entries provided on page 4

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments 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.	<input type="checkbox"/>		

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

## OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William 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.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

## SUPPLIER GENERAL SERVICE TERMS SECTION

3. **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.
4. **Buyback of Non-Standard Garments.** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-Standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the 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.
5. **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.
6. **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.
7. **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.
8. **FRC Warranty.** Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.
9. **High Visibility Garments.** For high visibility garments, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.
10. 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.
11. **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.
12. **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.
13. **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, injury, 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.
14. **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 termination charges and not as a penalty based upon the following schedule:
  - If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.
  - If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.
  - If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.
  - If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.
  - 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.
15. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.
16. **Prevailing Wage/Living Wage** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.

Cintas Location #:

Customer Signature:

By:

Print Name:

Title:

Print Title:

Accepted-GM:

Email:

Cintas Enterprise Account ☐ Yes ☐ No

Customer Contact:

Cintas MAM Partners:

Customer Contact Email:

Cintas Representative Initials:

Customer Initials:

# Accounts Payable Contact Billing Information



How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

**PAYER INFORMATION:** This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

**BILL-TO INFORMATION:** This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To OR ☐ Portal/Third Party

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

## WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

**PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30

## PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Cintas Representative Initials: Customer Initials:

## UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

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### FACILITY SERVICES PRODUCT PRICING (cont.): 2019

Continued from page 1

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Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

