

Cintas Combination First Aid and Safety Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"):

Baldwin County Commission

Phone:

Email:

Customer #:

Physical Address:

312 Courthouse Square, Suite 12, Bay Minette, AL 36507

☐ 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
☐ LIFELINE	☐ LIFELINE VIEW	☐ Cabinet ☐ Grab N' Run	\$ /unit	\$ 0.00 /month
☐ ZOLL® AED PLUS®	☐ ZOLL® AED 3	☒ Cabinet ☐ Grab N' Run	\$ /unit	\$ 0.00 /month
☐ CARDIAC SCIENCE G5		☐ Cabinet ☐ Grab N' Run	\$ /unit	\$ 0.00 /month
☐ AVIVE		☐ Cabinet ☐ Power Case	\$ /unit	\$ 0.00 /month
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

Customer Initials _____

☐ WATERBREAK® COOLER UNITS

COOLER UNIT DESCRIPTION	MONTHLY FEE/UNIT	# OF UNITS	TOTAL MONTHLY PAYMENT
FREESTANDING	\$ 40 /unit	1	\$ 40.00 /month
COUNTERTOP	\$ /unit		\$ 0.00 /month

☐ WATERBREAK® ICE UNITS

ICE MACHINE 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 OF THIS AGREEMENT, INCLUDING THOSE PRINTED ON PAGE 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. 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:

Date:

Printed Name:

Title:

TERMS AND CONDITIONS

- Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide Customer the Automatic External Defibrillator(s) ("Devices"), The Safety Director® Emergency Eyewash Station(s) ("Eyewash Stations") and the WaterBreak® Units, including the WaterBreak® Cooler Units and WaterBreak® Ice Machine Units (together, the "Units," and collectively with the Devices, Eyewash Stations, and related products and services outlined herein, the "Products" and individually a "Product") as selected by Customer, in accordance with the terms and conditions of this Cintas First Aid and Safety Service Agreement and the terms of the Delivery Confirmation (collectively, this "Agreement"). Customer shall select the Products desired by Customer on the pricing tables (each a "Pricing Table") shown on the first page of this Agreement. This Agreement applies to all Products selected by Customer.
- Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). Any terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas. The Parties agree and acknowledge that Cintas will be Customer's exclusive provider of first aid and safety goods and services for every Customer location that lies within Cintas's normal operating service areas. By signing this Agreement, Customer agrees and acknowledges that Customer will execute a Delivery Confirmation ("Delivery Confirmation") for each service requested by Customer, before Cintas installs the Product(s) requested hereunder.
 - Term; Renewal; Charges.** The initial term of this Agreement is 36 months, commencing on the delivery date of the first Product to the Customer, which shall be reflected in the first invoice from Cintas to Customer ("Initial Term"). This Agreement will renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives 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 monthly price for the Products as shown in each Pricing Table ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may 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 notice of the increase, which may be in the form of an invoice. If Customer objects to the increase, Cintas has the right to terminate this Agreement. If Customer does not object, Customer is bound by the new prices. If Customer fails to comply with any provision of this Agreement, Cintas may provide to Customer a written notice of default ("Notice") and if Customer fails to cure such default within 30 days of the date of such Notice, Cintas may terminate this Agreement.
 - Payment Terms; Credit.** Invoices are due within 30 days of the invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may: (1) suspend the delivery of Products pending receipt of cash or satisfactory security from Customer; or (2) repossess the Products. 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(s) not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at Cintas's nearest First Aid and Safety service office located at 561 Stuart Circle, Mobile, AL 36601.
 - DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT CINTAS DOES NOT MANUFACTURE THE DEVICES, EYEWASH STATIONS, OR UNITS AND THEREFORE ALL PRODUCTS WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCTS AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PRODUCTS PURSUANT TO THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE AND 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. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, AND OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE. Without limiting the enforceability of any other provision of this Agreement, after termination or expiration, the Parties specifically agree that the provisions of the foregoing paragraph will survive, and continue to be binding on the Parties, after any expiration or termination of this Agreement.
 - LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or Product(s) 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 (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the Product(s) or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, 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 REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES 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 PRODUCT(S) OR SERVICES. 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. Without limiting the enforceability of any other provision of this Agreement, after termination or expiration, the Parties specifically agree that the provisions of the foregoing paragraph will survive, and continue to be binding on the Parties, after any expiration or termination of this Agreement.
 - Governing Law; Disputes.** This Agreement shall be governed by, and all disputes arising hereunder resolved in accordance with, the laws of the State of Alabama. 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 dispute shall be the circuit court of Baldwin County, Alabama.
 - Cintas not an Insurer.** Customer acknowledges and agrees that neither Cintas nor its representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the Products. Customer releases and waives all rights of recovery against Cintas by way of subrogation.
 - RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** To the extent caused by such party, and as authorized by law, the parties agree to indemnify, defend and hold harmless each other against all actual and direct losses suffered by the indemnified party as a result of liability to third parties arising from any negligence or wrongful acts or omissions by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. The indemnifying party shall reimburse the indemnified party for all actual and direct losses, liabilities, fines, penalties, costs or expenses including reasonable attorney fees, which may be imposed on the indemnified party as a result of its liability to third parties due to the indemnifying party's negligence, wrongful acts or omissions as determined in a full and final adjudication by a court of competent jurisdiction, except that no consequential, incidental or punitive damages shall be recoverable.
 - LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
 - Force Majeure.** Cintas shall not be responsible or liable for its failure to perform which is 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; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike, 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 of 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.
 - Authority to Execute Agreement.** Each Party represents and warrants to the other Party that (i) the 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 and is enforceable 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.
 - Assignment.** This Agreement cannot be assigned by the Customer without Cintas's written consent, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.
 - Entire Agreement; Amendments; Waiver; Severability.** This Agreement and the Delivery Confirmation contain 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. No amendment of this Agreement is effective unless it is signed by Customer and Cintas. A waiver by either Party of a breach of this Agreement will not constitute or be construed as a waiver of any subsequent breach of this Agreement. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion.
 - Replacement Cost.** In the event any Product is lost, stolen, or damaged beyond repair, Customer will reimburse Cintas for Cintas's actual cost to replace such Product, which shall include the cost of the replacement Product, all necessary labor to install the replacement Product or remove the existing Product, and all other cost actually incurred by Cintas to replace such Product ("Replacement Cost"). The payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. Customer agrees to make the Products available to Cintas for maintenance during the then-current term.
 - Cancellation; Return of Product(s).** Customer may cancel this Agreement at any time with a 30-day advance written notification. If Customer terminates this Agreement prior to the end of the then-current term for any reason other than an uncured material breach by Cintas as set forth in Section 4 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. Upon any such cancellation, or at the expiration of this Agreement, Cintas shall regain possession of the Product(s) in the same condition as originally delivered, ordinary wear and tear excepted, provided however that Customer shall have the option to purchase any Devices or Eyewash Stations for \$399 each at the time of such cancellation or expiration. Customer acknowledges Cintas shall be entitled to repossess the Product(s) following cancellation or expiration of this Agreement and Customer shall grant Cintas access to the Product(s) for such purpose. Without limiting the enforceability of any other provision of this Agreement, after termination or expiration, the Parties specifically agree that the provisions of the foregoing paragraph will survive, and continue to be binding on the Parties, after any expiration or termination of this Agreement.
 - Scope and Limitations of AED Service.** If Customer requests AED Product(s)/AED services, the scope of Cintas's responsibilities under this Agreement are limited to delivering AED Product(s), performing AED Services as defined in the AED Delivery Confirmation (the "AED Services"), (unless Customer opted-out of the AED Services, in which case Cintas will not provide the AED Services) and providing access to third-party Medical Direction, as outlined in the AED Delivery Confirmation. Customer acknowledges that the scope of the AED Services expressly excludes: (i) performance of a risk or hazard analysis of any kind or type, (ii) providing regulatory guidance, or (iii) providing recommendations regarding the type, number, and placement or location of AED Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Product(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Product 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).
 - Scope and Limitations of Eyewash Service.** If 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 services as defined in the Eyewash Delivery Confirmation (the "Eyewash Service"). Customer acknowledges that the scope of the Eyewash Services expressly excludes: (i) performance of a risk or hazard analysis of any kind or type; (ii) determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; (iii) monitoring the water temperature; (iv) providing regulatory guidance; or (v) 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.
 - Scope and Limitations of WaterBreak® Units.** If Customer requests any WaterBreak® Unit(s)/WaterBreak® services, the scope of Cintas's responsibilities under this Agreement is limited to delivering the WaterBreak® Unit(s) and performing the WaterBreak® Unit services as defined in the WaterBreak® Delivery Confirmation (the "WaterBreak® Services"). Customer acknowledges that the scope of the WaterBreak® Services expressly excludes: (i) performance of a risk or hazard analysis of any kind or type; (ii) providing regulatory guidance; (iii) or providing recommendations regarding the type, number, or placement or location of the WaterBreak® Unit(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the WaterBreak® Unit(s) between Cintas's periodic WaterBreak® Service visits. Customer expressly acknowledges that the status of the WaterBreak® Unit(s) can change at any time subsequent to a service visit by Cintas and that Cintas has no responsibility to monitor the condition of the WaterBreak® Unit(s) between Cintas's periodic service visits.
 - 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 this 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. Cintas strongly recommends that Customer conduct an on-site inspection of the Units, Eyewash Stations, and services after delivery, installation, or other service call. Cintas further recommends Customer regularly inspect the Units and Eyewash Stations to confirm the fittings are in good working order and no leaks are detectable.

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