

CITY OF SMYRNA
PURCHASING DEPARTMENT
2800 KING STREET
SMYRNA, GEORGIA 30080
678-631-5406

TO: Frank Martin, Public Works Director
John Corn, Buildings & Grounds Supervisor

FROM: Kelly Brown, Purchasing Manager

DATE: July 3, 2019

SUBJECT: **Recommendation – RFP 19-025 Fire Systems Maintenance Contract**

The City of Smyrna requested proposals for a three-year contract for Fire Systems Maintenance, including annual inspections of citywide Sprinkler, Fire Alarms, Fire Extinguishers and Fire Suppression systems and Hood Suppression. Eighteen suppliers requested the proposal documents and one bid was received from our current provider, All-Star Fire, LLC in the amount of \$66,917.00. All-Star Fire has been our contracted provider since November 2015. Due to ongoing performance issues and equipment with expired tags and non-repair we have opted to reject the bid.

We researched other solutions including Cobb County and cooperative contracts. Cintas has provided a fire protection services agreement using the Omnia Partners cooperative. Cintas will perform the inspections for the total cost below. Repairs and replacement equipment will be priced using the Omnia Partners preferred contract customer rates. The total for fire inspection services is shown below:

Fire Alarm, Sprinkler, FM200, Extinguisher & Hood System Inspections – annual cost	\$15,668.75
Fire Alarm Notification Devices (strobe devices that alert in event fire alarm system is triggered. Potential cost not expected to exceed \$500.00)	\$1.50 each

It is the recommendation of Purchasing and Public Works that this annual contract be awarded to Cintas Fire Protection for one year with option to renew if performance and pricing is acceptable.

Please prepare any necessary paperwork to present to Mayor and Council for approval.

CINTAS®

FIRE PROTECTION

COMPLETE FIRE PROTECTION

“ONE SOURCE, ONE COMPANY, ONE ANSWER”



Kelly Brown
City of Smyrna
OMNIA PARTNRS COOPERATIVE CONTRACT
INSPECTION SERVICES PROPOSAL

Presented By: Keith Butler



Table of Contents

- The Cintas Advantage
- Fire Alarm and Detection Systems
- Automatic Fire Sprinkler Systems
- Fire Pumps
- Portable Fire Extinguishers
- Emergency / Exit Lighting
- Kitchen Hood Fire Suppression Systems
- Clean Agent Fire Suppression Systems
- Preferred Customer Labor Rates
- Service Agreement
- Scope of Services
- Terms and Conditions of Sale



The Cintas Advantage

There's no question that fire protection is critical. Wouldn't it ease your mind to trust that your **people, property, and productivity** are protected by the most proficient technical experts? And wouldn't it be simpler to receive comprehensive services from **one, professional, expert** supplier?

Comprehensive protection from ONE supplier

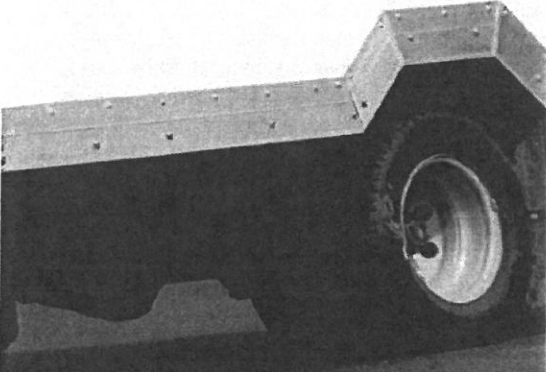
Cintas simplifies your life and saves you time and money by consolidation all your fire protection into one solution. No matter what your needs are, one call gets you quick resolution. And regardless of your business scope or size, Cintas has you covered.

Exceptional service from the PROFESSIONALS

From our trucks to our service technicians and sales professionals, we understand image is important. While at your location our service professionals are trained and evaluated on providing a positive customer experience. With meticulous hiring policies, major investments in training, and rigorous certification requirements, there is no doubt that we are the service professionals.

EXPERTS take you beyond compliance

Fire standards and requirements can change quickly and can vary across your operation. As codes continue to change, Cintas takes your business beyond compliance by providing service and training on equipment and new requirements. Our site surveys proactively identify and document issues, providing guidance to properly protect your business.



Complete
protection that
saves time
and money



Fire Alarm and Detection Systems

Introduction

Fire detection and alarm systems are designed to detect fires and fire conditions, and to initiate audible and/or visual signals that warn building occupants and supervisory personnel of fire and other unsafe conditions. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 72 – *National Fire Alarm Code*® as a guide for establishing its Scope of Service for installing, inspecting, and maintaining fire detection and alarm systems.

Inspection Requirements

The facility owner is required to have the detection and alarm system components visually inspected annually, semi-annually, quarterly, or monthly, in accordance with Table 10.3.1 of NFPA 72. More frequent inspections may be required by the local authority having jurisdiction.

Semi-Annual Testing Requirements

The facility owner is required to have the detection and alarm system components tested in accordance with Table 10.4.3 of NFPA 72. More frequent testing may be required by the local authority having jurisdiction. Cintas recommends that the customer have the detection and alarm system tested at least semi-annually (every six months). Semi-annual and annual inspection and testing procedures may vary slightly according to NFPA and Local requirements

System Detail

The Testing and Inspection Service shall be completed on the listed Fire Alarm System along with its components at the frequency as indicated below. The fire alarm interface to auxiliary systems (fans, dampers, generators, pumps, specialty detection or suppression, etc.) will be tested only through the fire alarm control or monitoring module. Functional testing of auxiliary systems, as required by respective code or manufacturer, is excluded unless specifically mentioned in this proposal. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 72 and other applicable documents for more detailed information. **This inspection does not include any repair work needed to pass the system or its devices. All repairs will be at an additional cost. Your Cintas representative can provide a cost break down of such repairs. In addition, inspection price is based upon total device counts. If the actual devices inspected are more than what is listed within this agreement, Cintas shall adjust the price accordingly.**

<u>Fire Alarm Detection System Testing and Inspection</u>	<u>Quantity</u>	<u>Frequency</u>
Fire Alarm Panels	9	Annual
Digital Communicator	9	Annual
Smoke Detectors	401	Annual
Duct Detectors	39	Annual
Heat Detectors	71	Annual
Manual Pull Stations	75	Annual
Audio/Visual units	n/a	Annual
Visual only units	n/a	Annual

Total Annual Investment for Fire Alarm and Detection System Test & Inspect:

\$5,979.00



Automatic Fire Sprinkler Systems

Introduction

Automatic sprinkler systems are designed to detect fires, release water, and suppress fires. Well-maintained sprinkler systems are highly reliable and provide protection of both people and property. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 25 – *Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems* as a guide for establishing its Scope of Service for inspecting, testing and maintaining automatic sprinkler systems.

Inspection Requirements

The facility owner is required to have the automatic sprinkler system components visually inspected in accordance with NFPA 25. More frequent inspections may be required by the local Authority Having Jurisdiction (AHJ).

Testing / Inspection Requirements

The facility owner is required to have the automatic sprinkler system components tested annually, semiannually, quarterly, or monthly, in accordance with NFPA 25. More frequent testing may be required by the local Authority Having Jurisdiction.

System Detail

The Testing and Inspection Service shall be completed on the listed Automatic Fire Sprinkler System along with its components at the frequency as indicated below. Functional testing of auxiliary systems, as required by respective code or manufacturer, is excluded unless specifically mentioned in this proposal. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 25 and other applicable documents for more detailed information.

Inspection will be performed in accordance with the requirement of NFPA-25. Any exceptions will be noted. **This inspection does not include any repair work needed to pass the system. All repairs will be at an additional cost. Your Cintas representative can provide a cost break down of such repairs. In addition, inspection price is based upon total device counts. If the actual devices inspected are more than what is listed within this agreement, Cintas shall adjust the price accordingly.**

<u>Automatic Fire Sprinkler System Testing and Inspection</u>	<u>Quantity</u>	<u>Frequency</u>
Wet Sprinkler System	24	Annual
Dry Sprinkler System	3	Annual
Floor Control Assemble Valves	0	Annual
Tamper Switch	24	Annual
Flow Switch	24	Annual
Total Annual Investment for Fire Sprinkler System Testing & Inspection:		\$6,350.00

<u>Fire Pump Testing and Inspection</u>	<u>Quantity</u>	<u>Frequency</u>
Electric/Diesel Fire Pump (up to 2500 GPM)	0	Annual
Total Annual Investment for Fire Pump Testing & Inspection:		N/A



Portable Fire Extinguishers

Introduction

Portable fire extinguishers are intended as a first line of defense to cope with fires of limited size. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 10 – *Portable Fire Extinguishers* as a guide for establishing its Scope of Services for selection, installation, inspection, maintenance, and testing of portable fire extinguishers.

General Requirements

Per NFPA 10, portable fire extinguishers shall be conspicuously located where they are readily accessible and immediately available in the event of fire. Preferably they shall be located along normal paths of travel, including exits from areas. All rechargeable-type fire extinguishers shall be recharged after any use, as indicated by an inspection or when performing maintenance. The equipment owner is responsible for assuring that their fire protection equipment is properly serviced and maintained. Maintenance, servicing, and recharging shall be performed by trained persons having available the appropriate servicing manuals, the proper types of tools, recharge materials, lubricants, and manufacturer’s recommended replacement parts or parts specifically listed for use in the fire extinguisher. Per NFPA 10, a fire equipment-servicing agency is usually the most reliable means available to the public for having maintenance and recharging performed.

Monthly Inspection Requirements

“Inspection,” as defined by NFPA 10, is a “quick check” that a fire extinguisher is in its designated place, that it has not been actuated or tampered with, and that there is no obvious physical damage or condition to prevent its operation. Fire extinguishers shall be inspected when initially placed in service and at a minimum of 30-day intervals thereafter.

Annual Maintenance Requirements

Maintenance, as defined by NFPA 10, is a “thorough examination” of the fire extinguisher. It is intended to give maximum assurance that a fire extinguisher will operate effectively and safety. It includes a thorough examination for physical damage or condition to prevent its operation and any necessary repair or replacement. It will normally reveal if hydrostatic testing or internal maintenance is required. Fire extinguishers shall be subjected to maintenance at intervals not more than one year, at the time of hydrostatic test, or when indicated by an inspection.

Portable Fire Extinguisher Facility Detail

The Inspection Service shall be completed on the listed Hand Held Fire Extinguishers at the frequency as indicated below. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 10 and other applicable sources for more detailed information regarding servicing requirements.

Inspection will be performed in accordance with the requirement of NFPA-10. Any exceptions will be noted. **This inspection does not include recharges, hydro testing, 6 yr maintenance, or any repair work needed to pass the device. All repairs will be at an additional cost. Your Cintas representative can provide a cost break down of such repairs. In addition, inspection price is based upon total device counts. If the actual devices inspected are more than what is listed within this agreement, Cintas shall adjust the price accordingly.**

<u>Portable Fire Extinguisher Inspection</u>	<u>Quantity</u>	<u>Frequency</u>
Portable Fire Extinguisher	204	Annual

Total Annual Investment for Fire Extinguisher Inspection: \$1,097.25



Emergency and Exit Lighting

Introduction

Emergency lighting equipment is designed to provide illumination during power outages. Emergency lights illuminate paths of egress. Illuminated exit signs identify safe exits. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standards NFPA 101 – *Life Safety Code* and NFPA 70 – *National Electric Code* as a guide for establishing its Scope of Services for inspecting and maintaining emergency lighting equipment. This document provides an overview of the services

General Requirements

The equipment owner is responsible for assuring that illuminated Emergency Exit Signs and Emergency Lights (“E-Lights”) are properly maintained. Occupants can be in peril if critical routine maintenance is neglected, or is not performed by properly trained individuals with the correct tools, equipment and replacement parts.

Monthly Inspection

E-Lights are required to be inspected at least monthly. A monthly inspection of E-Lights is a “quick check” of the E-Light fixture. For E-Lights, the following procedures must be performed for monthly inspections: Check for physical damage to the exterior of the unit (test switch, pilot lamp, broken heads, etc.). Verify that the AC Ready light is on. Verify that the bulbs on Exit Signs are illuminated. Verify that the red or green diffuser on Exit Signs are not bleached, faded, burnt or cracked. Verify that the lamps on Emergency Lights and Exit Signs equipped with a battery backup illuminate when the test switch is depressed (press and hold Test Switch for a minimum of 30 seconds) Verify that the lamps on Emergency Lights are properly aligned and secure.

Annual Test

E-Lights are required to be tested at least annually. The annual test Cintas performs includes the following: Check for physical damage to the exterior of the unit (test switch, pilot lamp, broken heads, etc.) Check the operation of the unit by exercising the test button Open the unit and checking the tightness and cleanliness of battery terminals Measure the battery “Float Voltage” with a DC Voltmeter to assure that the battery charger is functioning properly Use a Battery Analyzer to perform a Battery Load Test (or Battery Burn Test as may be required by Local authority) to assure that the battery is functioning properly Verify that all lamps are working properly Replace defective parts as needed (batteries and bulbs)

Emergency and Exit Lighting Facility Detail

The Testing and Inspection Service shall be completed on the listed Emergency and Exit Lights at the frequency as indicated below. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 101, NFPA 70, and other applicable sources for more detailed information regarding service requirements.

Inspection will be performed in accordance with the requirement of NFPA standard 101, Life Safety Code. Any exceptions will be noted. **This inspection does not include Batteries, Bulbs or any repair work needed to pass the device. All repairs will be at an additional cost. Your Cintas representative can provide a cost break down of such repairs. In addition, Inspection price is based upon total device counts. If the actual devices inspected are more than what is listed within this agreement, Cintas shall adjust the price accordingly.**

Emergency and Exit Lighting Testing and Inspection	Quantity	Frequency
Emergency Lights (with battery back up)	n/a	Annual
Exit Signs (with battery back up)	n/a	Annual
Exit Signs (AC powered only)	n/a	Annual
Total Annual Investment for Emergency and Exit Light Testing & Inspection:		N/A



Kitchen Hood Fire Suppression Systems

Introduction

Wet chemical fire suppression systems used in commercial cooking operations have an excellent record of helping suppress cooking fires when the systems are properly installed and maintained. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standards 17A – *Wet Chemical Extinguishing Systems* and NFPA 96 – *Ventilation Control and Fire Protection of Commercial Cooking Operations* as a guide for establishing its Scope of Service for inspecting, maintaining, recharging, and hydrostatically testing kitchen fire suppression systems.

General Requirements

Cooking equipment that produces grease-laden vapors and that might be a source of ignition of grease in the hood, grease removal device, or duct of commercial cooking operations shall be protected by fire extinguishing equipment. Examples of cooking equipment that produce grease-laden vapors include, but are not limited to, appliances such as deep-fat fryers, ranges, griddles, broilers, woks, tilting skillets, and braising pans. Fire-extinguishing equipment shall include both automatic fire-extinguishing systems as primary protection and portable fire extinguishers as secondary backup. Newly installed kitchen suppression systems shall comply with the UL 300 fire test standard. In existing systems, when changes are made in the cooking media, positioning, or replacement of the cooking equipment occur, the system owner shall be responsible for assuring that the fire extinguishing system complies with UL 300.

The system owner shall also assure that changes or modifications to the hazard after installation of the fire extinguishing systems shall result in the re-evaluation of the system design by a properly trained and qualified person or company. Portable fire extinguishers shall be installed in kitchen cooking areas in accordance with NFPA 10 and shall be specifically listed for such use (i.e., they require a K Class wet chemical extinguisher).

Owner's Monthly Inspection

An owner's inspection shall be conducted on a monthly basis in accordance with the manufacturer's listed installation and maintenance manual or the owner's manual.

Semi-Annual Maintenance Requirements

Kitchen Fire Suppression Systems shall be subject to maintenance at intervals not more than six months (semi-annually)

Kitchen Hood Fire Suppression Facility Detail

The Testing and Inspection Service shall be completed on the listed Kitchen Hood Fire Suppression System at the frequency as indicated below.

A Detailed Cintas Scope of Services including Testing Procedures is available upon request.

Refer also to NFPA 17A, NFPA 96 and other applicable sources for more detailed information regarding servicing requirements.

Inspection will be performed in accordance with the requirement of NFPA 17A and NFPA 96. Any exceptions will be noted. **This inspection does not include any repair work needed to pass the system. All repairs will be at an additional cost. Your Cintas representative can provide a cost break down of such repairs. In addition, inspection price is based upon total device counts. If the actual devices inspected are more than what is listed within this agreement, Cintas shall adjust the price accordingly.**

<u>Kitchen Hood Fire Suppression System Testing and Inspection</u>	<u>Quantity</u>	<u>Frequency</u>
Kitchen Hood Fire Suppression System	11	Semi-Annual
Total Annual Investment for Kitchen Hood Fire Suppression System Testing & Inspection		\$2,100.00



Clean Agent Suppression Systems

Introduction

Clean agent fire suppression systems are widely used in today's high-tech environments to help limit the damage that can occur from a fire – both costly business interruption and damage to expensive and electronically sensitive equipment. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 2001 – *Standard on Clean Agent Extinguishing Systems* and (NFPA) Standard 72 – *National Fire Alarm Code*® as a guide for establishing its Scope of Service for inspecting and maintaining clean agent fire suppression systems.

Monthly Inspection Requirements

The facility owner is required to have the clean agent fire suppression system components visually inspected on a monthly basis to assess the suppression system's operational condition.

Semi-Annual Testing Requirements

The facility owner is required to have the clean agent suppression system tested semi-annually (every six months) in accordance with the manufacturer's instructions. More frequent testing may be required by the local authority having jurisdiction.

Clean Agent Fire Suppression System Detail

The Testing and Inspection Service shall be completed on the listed Clean Agent Fire Suppression System at the frequency as indicated below. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 2001, NFPA 72 and other applicable documents for more detailed information.

Inspection will be performed in accordance with the requirement of NFPA 2001 and NFPA 72. Any exceptions will be noted. **This inspection does not include any repair work needed to pass the system or its devices. All repairs will be at an additional cost. Your Cintas representative can provide a cost break down of such repairs. In addition, Inspection price is based upon total device counts. If the actual devices inspected are more than what is listed within this agreement, Cintas shall adjust the price accordingly.**

Clean Agent Fire Suppression System Testing and Inspection	Quantity	Frequency
Electronic Alarm & Detection		
Fire Alarm Releasing Panel	n/a	Semi-Annual
Smoke Detectors (sub-floor)	n/a	Semi-Annual
Smoke Detectors (ceiling mount)	n/a	Semi-Annual
Heat Detectors	n/a	Semi-Annual
Manual Pull Stations	n/a	Semi-Annual
Abort Stations	n/a	Semi-Annual
Audio/Visual units	n/a	Semi-Annual
Bells		
Mechanical Clean Agent System		
FM-200 / Halon / Inergen system / CO2	1	Semi-Annual
Additional Tanks	0	Semi-Annual

Total Annual Investment for Clean Agent Fire Suppression System Testing & Inspection: \$135.00



Value Inspection Program

Get Maximum Value and Superior Service With Cintas



We get it. You want a worry free fire protection program from someone you can trust. That's why we created the Cintas Fire Protection Value Inspection Program; a program that provides complete compliance along with extraordinary benefits...and all backed by our exclusive guarantee.

It's Our People...

- ✓ An experienced, trained, trustworthy technician
- ✓ A local, dedicated office staff and customer service
- ✓ 24-hour emergency support
- ✓ A team committed to handling your Fire Marshal/AHJ interaction

It's Our Process...

- ✓ Technicians armed with portable route computers so we know all your equipment and their locations
- ✓ A central database that stores your devices, their service dates and history
- ✓ Pre-service reminders postcards, phone alerts and emails
- ✓ Cintas certified processing centers to test and recharge all fire extinguishers
- ✓ Cintas exclusive "Even Exchange" program when your extinguishers are due for testing
- ✓ Dedicated repair specialists to manage equipment repair process
- ✓ Re-hang and clean your extinguishers so they look good inside your facility
- ✓ Printed, legible inspection report for your documentation
- ✓ Itemized invoice on the spot, with any noted deficiencies or recommended maintenance
- ✓ Updates on important code changes within your municipality

It's Our Word...



OUR GUARANTEE

If after we inspect your devices and the Fire Marshal determines you are out of compliance, we will:

1. Re-inspect the device(s) within 48 hours
2. Credit your account the original value of the inspection
3. Perform a walk-through with the Fire Marshal

If for some other reason you are not completely satisfied with our services, we offer a Complete Money Back Guarantee.

Cintas Fire Service Technician

Date

1.800.CINTAS1
www.cintas.com/fireprotection
FP-VIPForm





Value Inspection Program

Cintas Fire Protection Guarantee

If after we inspect devices in your facility the Fire Marshal determines you are out of compliance, we will:

- a) Re-inspect device(s) in question within 48 hours
 - b) Credit your account the original value of the inspection of the device(s) in question
 - c) Perform the walk through with the Fire Marshal with you
-
- i) Limitations. The following limitations apply:
 - a. Credit is limited to specific equipment/device out of compliance only
 - b. Non-compliance is limited to AHJ/Fire Marshal specific notifications only, not OSHA related or other
 - c. Customer account must be paid in full and in good standing
 - ii) Exceptions. Cintas Fire Protection will not be obligated to provide guarantee if:
 - a. Status of device in question changed since date of last Cintas Fire inspection/test
 - b. Non-compliance resulted, in whole or in part, from any of the circumstances described below:
 - Any person other than Cintas Fire Protection handled, tampered, re set, inspected, tested, repaired, modified, moved, removed, deployed, vandalized, abused or misused the malfunctioning device or any related materials or equipment post most recent Cintas Fire Protection inspection/test date
 - Any damage or natural or environmental casualty to device or any related material or equipment
 - Any blockage or obstruction of device that occurred post most recent Cintas Fire Protection inspection/test date
 - Customer previously declined Cintas attempt to repair said device
 - c. This guarantee does not replace, supersede, or void any part or terms of previously signed agreements or contracts with Cintas Fire Protection

1.800.CINTAS1
www.cintas.com/fireprotection
FP.VIPform





Preferred Contract Customer Labor Rates

Alarm and Detection Systems

Normal hours (8am-5pm weekdays)	\$105.00 /hr.
Overtime hours (After 5pm & weekends)	\$157.50 /hr.
Double-time hours (Cintas Holidays only)	\$210.00 /hr.

Fire Sprinkler and Mechanical Systems

Normal hours (8am-5pm weekdays)	\$105.00 /hr.
Overtime hours (After 5pm & weekends)	\$157.50 /hr.
Double-time hours (Cintas Holidays only)	\$210.00 /hr.

Engineered Suppression Systems

Normal hours (8am-5pm weekdays)	\$105.00 /hr.
Overtime hours (After 5pm & weekends)	\$157.50 /hr.
Double-time hours (Cintas Holidays only)	\$210.00 /hr.

Portable Fire Extinguisher and Emergency/Exit Lighting

Unit price list is available upon request

Service Response Time Guidelines

Please note that Cintas Fire Protection will make every effort to take corrective action in the most expeditious manner possible.

Please note the response times listed below.

Normal hours (8am-5pm weekdays)

Telephone support to provide assistance and determine corrective action provided during normal business hours

Dispatch for critical system failures: 2 - 4 hours

Dispatch for non-critical system trouble: 24 - 48 hours

Weekend and After Hours

Telephone support to provide assistance and determine corrective action needed: 30 minutes

Dispatch for critical system failures: 2 - 4 hours

Dispatch for non-critical system trouble: 24 - 48 hours

Service Charge \$45.50/Service



Special Provisions

Initials indicate that you have read this special provision page: _____

TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.
2. **Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.
3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. **Term, Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed the increase in the Consumer Price Index (CPI). Should Cintas choose to increase prices at a percentage in excess of CPI, Customer will be notified prior to the time service is to be delivered. Customer shall pay the price in effect at the time the service is delivered.
5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to, (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear which occur during or result from ITM.
7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises.
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond/and or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that

Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.

10. Service Charges. Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.

11. Payment Terms, Late Charges, Credit, and Progress Billing. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) 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, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.

12. Cancellation. If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered prior to termination in accordance with the Terms and Conditions of this Agreement.

13. Equipment Exchange. Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. Inspection. Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions.

15. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN 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 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. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S

PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. 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, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGATEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. 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, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S 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. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods 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 system 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 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; such a payment, however, shall in no way 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 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.

19. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.

20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify 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 for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.

21. 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; tempest; 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 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.

22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. CUSTOMER, 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. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

24. 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.

25. Notices. Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

26. 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 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.

27. 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, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

28. Waiver. No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.

29. 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; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.

30. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that 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. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.

31. Execution in Counterparts and by Facsimile or Electronically by PDF. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of

more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.

32. Mutual Drafting and Understanding of Agreement. The parties acknowledge and agree that this Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement

33. Entire Agreement; Modifications. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

34. Electronic Signatures; Customer's Acceptance by Allowing Performance. The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this

Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS ALL OF THE PRECEDING TERMS AND CONDITIONS, INCLUDING PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

<p>Quoted for Cintas Fire Protection By: Keith Butler / Sales Specialist</p> <p>Signature:</p>	<p>Accepted for Customer / Purchaser By: <u>Customer Name and Title</u></p> <p>Signature: _____ Date: _____</p>
<p>Butlerk3@cintas.com Cell: 678-472-2766</p> <p>Cintas GM Approval:</p>	
<p>This Agreement not for use for Monitoring Services.</p>	