



Net X Renewal _____

Location No. 608

Contract No. _____

Customer No. _____

Date 7-16-2012

Phone (509) 488-5686

FACILITY SERVICES RENTAL SERVICE AGREEMENT

Customer CITY OF OTHELLO
Address 500 E. MAIN STREET City OTHELLO State WA Zip 99344

FACILITY SERVICES PRODUCTS PRICING

Item #	Description	Rental Freq.	Inventory	Unit Price
84330	3X5 FLOOR MAT	E.O.W	7	\$4 ²⁰
84630	4X6 FLOOR MAT	E.O.W.	2	\$5 ¹⁰
84030	3X10 FLOOR MAT	E.O.W.	2	\$6 ⁰⁰
	2X3 FLOOR MAT	E.O.W.	1	\$3 ⁰⁰
	4X6 CITY OF OTHELLO LOGO	E.O.W.	1	\$3 ⁰⁰

36 K.S.

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- ~~COB Terms - \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)~~
- Credit Terms - Charge Payments due 10 days after End of Month.
- ~~Weekly Minimum Charge \$ 15⁰⁰ per delivery.~~
EVERY OTHER WEEK
- ~~Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.~~
- ~~Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.~~
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container \$ NA per week
- Artwork Charge for LogoMat \$ NA
- Service Charge \$ 0 per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Other _____

Cintas Loc. No. 608 Please Sign Name Mayor Tim Wilson
 By KURT SNIDER Please Print Name Mayor Tim Wilson
 Title SALES REP. Please Print Title MAYOR

Accepted - GM: _____



FACILITY SERVICES RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of facility services rental services during the term of this agreement, all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All items will be cleaned and maintained by Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means, Customer will pay for said items at the then current replacement values.
4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase. If Customer rejects the price increase, Company may terminate this agreement.
6. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any claims arising from defective products.
7. **Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.**
8. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all Facility Services Products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.
9. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
10. Customer certifies that Company is in no way infringing upon any existing contract between Customer and another service provider.