



Contract No. 16 Customer No. 1675 Location No. 608 JUN 22 2015

STANDARD RENTAL SERVICE AGREEMENT

Date \_\_\_\_\_

Customer Othello City Hall Phone 509-458-2686  
 Address 500 E MAIN ST City Othello State WA Zip 99344

UNIFORM RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of the date of execution for a term of 36 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.
- Name Emblem \$ \_\_\_\_\_ ea      • Company Emblem \$ \_\_\_\_\_ ea
- Custom Emblem \$ \_\_\_\_\_ ea      • Embroidery \$ \_\_\_\_\_ ea
- CQD 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
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Minimum Charge \$ 15.00 per delivery.
- Make-Up charge \$ \_\_\_\_\_ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ \_\_\_\_\_ per garment.
- Seasonal Sleeve Change \$ \_\_\_\_\_ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.  
Shop towel container \$ \_\_\_\_\_ per week.
- Artwork Charge for LogoMat \$ \_\_\_\_\_
- Uniform Storage Lockers: \$ \_\_\_\_\_ ea/week, Laundry Lock-up: \$ \_\_\_\_\_ ea/week      Shipping: \$ \_\_\_\_\_
- Service Charge \$ 2 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.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ \_\_\_\_\_ per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage \$ \_\_\_\_\_ per garment. Premium Advantage \$ \_\_\_\_\_ per garment.  
Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time.
- Other NO PRICE INCREASE FOR CANTON AGREEMENT

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Unit Price	Discount
	<u>84030</u>	<u>3x10 Gray Mat</u>	<u>50W</u>	<u>7.812</u>	
	<u>84175</u>	<u>7x3 Black Mat</u>	<u>50W</u>	<u>3.906</u>	
	<u>84830</u>	<u>3x5 Gray Mat</u>	<u>50W</u>	<u>5.468</u>	
	<u>84430</u>	<u>4x6 Gray Mat</u>	<u>50W</u>	<u>6.64</u>	
	<u>84450</u>	<u>4x6 Brown Mat</u>	<u>50W</u>	<u>6.64</u>	

- \*Indicates bundled items/services
- /  \_\_\_\_\_ Initial and check box if Unilease. All garments will be cleaned by Customer.  
Date \_\_\_\_\_
  - /  \_\_\_\_\_ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.  
Date \_\_\_\_\_
  - /  \_\_\_\_\_ Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.  
Date \_\_\_\_\_
  - /  \_\_\_\_\_ Initial and check box if declining the Uniform Advantage program.

Cintas Loc. No. 608 CUSTOMER: Dellie L. Kudrna  
 By JP [Signature] Please Sign Name Dellie L. Kudrna  
 Title CM Please Print Name Dellie L. Kudrna  
 Accepted-GM: [Signature] Please Print Title City Clerk  
 E-mail dkudrna@othello.wa.gov





## STANDARD UNIFORM 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 garment rental services and other items covered by this agreement 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 garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer agrees to notify Company, in writing of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, 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. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.
6. 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 within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non-discounted pricing. 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.
7. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
8. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
9. **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.**
10. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof this agreement, and subject to all of its provisions. 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 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 garments and other 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.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. 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. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties
14. This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Senior Vice President of Cintas.