



Service Location No. :00121

MLRA/NA : Account Number :

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

Contract No. :

Date :

Customer Name : Elmira Heights Schls Bus Facil DBA Name :

Delivery Address : 601 Sayre St Delivery Add Line 2:

City : Horseheads State: New York Zip : 14845 -2372 Phone : (607) 739-1358

UNIFORM PRICING:

Item	Description	Inventory	Del. Freq.	Unit Price
00384	CARHARTT SHIRT	11	W - Weekly Delivery	\$6.010
00381	CARHARTT 5 PKT JN	15	W - Weekly Delivery	\$9.450
00835	COMFORT SHIRT	11	W - Weekly Delivery	\$3.490
00870	HIP LENGTH JKT	2	W - Weekly Delivery	\$1.200
00175	QUILTED VEST	2	W - Weekly Delivery	\$0.930

- This agreement is effective as of the date of execution for a term of 36 months from the 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 \$ 1.00 ea • Company Emblem \$ 1.00 ea
- Custom Emblem \$ _____ ea • Embroidery \$ _____ ea (direct embroidery requires a buy back agreement)

Pricing of emblems is valid for initial installation only.

- COD Terms \$ 5.00 per delivery charge for prior service (if Amount Due is Carried to Following Delivery)
- Credit Terms - Charge Payments Due 10 Days After End of Month

AUTOMATIC LOST REPLACEMENT CHARGE DETAILS

Item	% of Inventory	Price / ea

- Minimum Charge: \$ 35.00 per delivery.
- Make-up Charge: \$ 1.00 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 \$ 0.15 per garment per delivery.
- Seasonal Sleeve Change \$ _____ per 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 delivery.
- Artwork Charge for Logomat \$ _____
- Uniform Storage

Lockers: N \$ _____ ea/delivery
 Laundry Lock-up: N \$ _____ ea/delivery
 Shipping: N \$ _____

- Service Charge \$ 3.00 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 \$ 5.00 per garment will be assessed for employees size changed within 4 weeks of installation.

• Other: _____

FACILITY SERVICES PRODUCTS PRICING:

Item	Description	Rental Freq.	Inventory	Unit Price	Discount

Floor

Restroom

Kitchen

Restaurant

 No Select Yes if Unilease. All garments will be cleaned by Customer.

 No Select Yes if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.

 No Select Yes if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with the 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 value.



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 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. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement.
7. 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 products/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.
8. 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.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
10. **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.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become 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 application 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 Customers account prior to termination.
12. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under both the laws of the state where Customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. 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 the Customer is located.
13. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
14. 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.

Terms and Conditions Reviewed

By signing this agreement, I also authorize Cintas to check my credit to determine payment terms for this agreement.

Cintas Location No : 00121

I agree that I am authorized to sign on behalf of the company.

Cintas Sales Rep Name : Erich Omans

Please Print Name : _____

Title : Sales Representative

Please Print Title : _____

Customer Email Address: _____

BUY BACK AGREEMENT

Non-Standard Product

Elmira Heights Schls Bus (Customer) orders from CINTAS CORPORATION ("Company") or any of its subsidiaries a garment rental service for employees requiring garments that are not standard to Company's normal rental product line.

In the event non-standard products are returned to Cintas for reasons other than normal wear, the Customer agrees to buy back all non-standard products assigned to that employee at the rate listed below as the buy back rate.

If the item
as the buy

Document Not Required

below

In the event the customer deletes the non-standard product, alters the design of the non-standard product, below terminates the rental agreements or fails to renew the rental agreement, the Customer agrees to buy back all the remaining non-standard products that Company has in-service and out-of-service at the rate listed as buy back rate.

Non-Standard Product	Buy Back Rate

I agree that I am authorized to sign on behalf of the company.

Cintas Location # : 00121

Document Not Required

Name : _____

Title : _____

Date : 05/31/2012

Company : Elmira Heights Schls Bus

Date : 05/31/2012

Document Not Required

BUY BACK AGREEMENT

Special Size Garments

Elmira Heights Schls Bus _____ (Customer) orders from CINTAS CORPORATION ("Company") or any of its subsidiaries a garment rental service for employees requiring special size garments.

The customer agrees to pay a one-time make-up charge of \$ _____ per special size garment put into service and a _____ % premium over the standard rental rate. In the event an employee requiring a special size garment discontinues service for any reason, the customer agrees to buy back the garments at the rates listed as buy back rate below.

Employee Name	Special Size Garment Required	Buy Back Rate

I agree that I am authorized to sign on behalf of the company.

Cintas Location # : 00121 _____

Name : _____

Date : 05/31/2012 _____

Name : _____

Title : _____

Company : Elmira Heights Schls Bus _____

Date : 05/31/2012 _____

