CINTAS

Location No. 051 - NASHVILLE
Contract No.
Customer No.

Main Corporate Code → **50716**
Tile & Carpet Corporate Code → **50717**

Date 8-21-19

Customer/Participating Agency CITY OF FRANKLIN Phone
Address 135 CLAUDE YATES DR City FRANKLIN State TN Zip 37064

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
69526	HF VS T-SHIRT	0.571
396	CARHARTT RUGGED FLEX SHIRT	0.38
270	CARGO PANT	0.33

- This agreement is effective as of this date _____, for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by [redacted], with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).

- Name Emblem $ 2.25 ea • Company Emblem $_____ ea
- Customer Emblem $ 4.15 ea • Embroidery $_____ ea
- COD 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
- Minimum Charge $ 35.00 per delivery.
- Make-Up charge $ 1.50 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 $ 0.20 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 Logo Mat $_____
- Uniform Storage Lockers: $_____ ea/week, Laundry Lock-up: $_____ ea/week Shipping: $_____
- Service Charge

  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

Bundle*		Item #	Description			Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

__/__ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer

__/__ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

__/__ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments

CUSTOMER:

Cintas Loc. No: 051 - NASHVILLE
By: GABRIEL REYES
Title: MGR
Accepted-GM:

Please Sign Name x Eric S. Stuckey
Please Print Name x Eric S. Stuckey
Please Print Title x City Administrator
Email x Eric.Stuckey@FranklinTN.gov

US Communities Participating Public Agencies Terms

Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

1 **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, Inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

2 **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

3 **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.

4 **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

5 **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

6 **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.

7 **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company

8 **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.

9 **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract. ~~but only to the extent of Company's negligence~~.

10 **Additional Items:** 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 and all of its provisions. If this agreement is terminated early for convenience, 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, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

~~11 If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.~~

~~12 If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service~~

~~13 If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.~~

~~14 If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.~~

15 Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

APPROVED AS TO FORM

By: Shauna R. Billingsley

Title: Shauna R. Billingsley, City Attorney