**(for Contract Number 82999)**

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cintas Loc #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned agency and/or State of Indiana

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cintas Loc #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned agency and/or State of Indiana entity elects to participate in the Cintas Rental Program governed by **contract number 82999** by and between the State of Indiana and Cintas Corporation No. 2, the terms of which are incorporated as if fully restated herein.

The minimum term of this Acceptance Agreement shall be the greater of twenty-four (24) months or the remainder of the Term of **contract number 82999**.

There will be a minimum charge of thirty-five dollars ($35.00) per delivery which may be weekly every other week or monthly depending on the nature of the product delivery frequency for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

TERM (NUMBER OF MONTHS): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CUSTOMER ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY & POSTAL CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Cintas Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Customer Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Print Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Print Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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 \_\_\_\_ Initial and check box if receiving direct embroidery or custom product. Turnaround time of custom products may take a minimum of 6-8 weeks for delivery.

**Products and Services Pricing**

**Exhibit A**

**Garments**

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| --- | --- | --- | --- | --- |
| **Item Number** | **Description** | **Quantity** | **Unit Price** | **L/R Charge** |
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**Facility Services**

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| --- | --- | --- | --- | --- | --- |
| **Item Number** | **Description** | **Frequency W E M** | **Quantity** | **Unit Price** | **L/R Charge** |
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**Terms and Conditions to Rental/Lease Agreement**

* 1. **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.
	2. **Flame Resistant Garments**. The State agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics (“**FRC**”) under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). THE STATE ACKNOWLEDGES THAT VENDOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. VENDOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH THE STATE’S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC’S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. The State agrees to notify all employees and other agents of the State who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. The State acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of the State. Further, the State releases Vendor from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat.
	3. **High Visibility Garments**. For high visibility garments, the State bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the State will be charged the then current replacement value. The State acknowledges and understands that the garments alone do not ensure visibility of the wearer. The State further acknowledges that Vendor is relying upon the State to determine whether any garments need repair or replacement to maintain the required level of visibility.    Vendor represents only that the garments supplied satisfy certain ANSIIISEA standards to the extent the garments are so labeled.   The State acknowledges that Vendor has made no other representations, covenants or warranties whether express or implied, related to the garments.
	4. **Buyback of Non-Standard Garments**. Customer has ordered from Company a garment rental service requiring flame-resistant 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 above. In the event the Customer deletes a non-standard product, alters the design of a 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 as set forth in the Agreement, the Customer agrees to buy back all remaining non-standard products that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

Company may in its sole discretion elect to waive the buy back, in which case, Customer is obligated to return all garments to Company in good and usable condition.

* 1. **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.
	2. **Hazardous Materials**. 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.
	3. **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. Customer will 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.
	4. **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. **Early Termination of Rental or Lease Agreement**. Should Contract be terminated for any reason other than documented quality of service reasons which are not cured, or terminated by Contractor for non-payment by the State at any time, the following shall apply:

If this agreement is cancelled for convenience, in whole or in part, in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.

If this agreement is cancelled for convenience, in whole or in part, in months thirteen (13) through seventeen (17) of the term, Customer shall pay as termination charges equal to twenty six (26) weeks of rental service.

If this agreement is cancelled for convenience, in whole or in part, in months eighteen (18) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirteen (13) weeks of rental service.

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