

CINTAS INTERNAL USE ONLY

Customer #:

Main Corporate / ZNAT Code: → Omnia Nebraska GPO ZNAT #9200002758

Date: 6/9/2026

Zip: 94806

☐ **FIRST AID ORDER CONFIRMATION**

Bundle Type:

☐ Other:[illegible]

Your Estimated Total:

Space for additional items provided on page 6

☒ **AUTOMATED EXTERNAL DEFIBRILLATOR PRODUCTS AND SERVICES**

AED DEVICE	CASE		# OF UNITS	LEASE	PURCHASE	SERVICE MAINT.
ZOLI® AED Plus®	☐ Cabinet	☐ Grab N' Run		/month	/unit	/month
ZOLI® AED 3	☒ Cabinet	☐ Grab N' Run	16	130 /month	/unit	/month
LifeLine VIEW AED	☐ Cabinet	☐ Grab N' Run		/month	/unit	/month
LifeLine AED	☐ Cabinet	☐ Grab N' Run		/month	/unit	/month
Cardiac Science G5	☐ Cabinet	☐ Grab N' Run		/month	/unit	/month
Totals:			2080			

Space for additional items provided on page 6

/Class

☐ SAFETY CENTER SERVICE

STATION CENTER TYPE	# OF UNITS	MONTHLY AMOUNT	TOTAL MONTHLY COST	ANNUAL SPEND REQUIREMENT	TOTAL ANNUAL SPEND REQUIREMENT
Basic		/unit		/unit	
Pro		/unit		/unit	
Pro+		/unit		/unit	
Select		/unit		/unit	
Proselect Combo		/unit		/unit	
Pro+select Combo		/unit		/unit	
Select Satellite		/unit		/unit	

Space for additional items provided on page 6

☐ **PLUMBED EYEWASH**

STATION TYPE	# OF UNITS	ANNUAL SERVICE COST	TOTAL ANNUAL COST	ROUTINE SERVICE COST	TOTAL ROUTINE COST	ROUTINE SERVICE FREQUENCY (SELECT ONE)		
Plumbed Eyewash Station		/unit				☐ weekly	☐ monthly	☐ quarterly
Plumbed Emergency Shower		/unit				☐ weekly	☐ monthly	☐ quarterly
Plumbed Combination Unit		/unit				☐ weekly	☐ monthly	☐ quarterly

Space for additional items provided on page 6

Customer Initials:

☐ THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
The Safety Director® Station		/unit	/month
One-time Wall Mount Installation Fee (618333)		/unit	

Space for additional items provided on page 6

TRAINING: Safety Management Suite (SMS) with SDS Chemical Management \$

☐ WATERBREAK® COOLER UNITS

COOLER UNIT DESCRIPTION	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
Freestanding		/unit	/month
Countertop		/unit	/month
		Total monthly service fee	/month
One-Time Installation Fees		Cintas Cooler Installation #604907	
		Third Party Installation #604908	

Space for additional items provided on page 6

☐ WATERBREAK® ICE UNITS

ICE UNIT DESCRIPTION	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
Freestanding		/unit	/month
Countertop		/unit	/month
		Total monthly service fee	/month
One-Time Installation Fees		Cintas Ice Installation #604907	
		Third Party Installation #604908	

Space for additional items provided on page 6

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

- Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
- Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
- Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
- In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

Cintas Representative Initials:

Customer Initials:

CINTAS GENERAL SERVICE TERMS SECTION

1. **Products and Services; Prices:** Cintas agrees to provide to Customer the products and services selected above in accordance with the Master Agreement and this Acceptance Agreement. The pricing and rates from the Master Agreement will flow down to this Acceptance Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted.
2. **Term; Additional Customer Locations:**
 - a. Subject to Sections 2.b and 2.c, the initial term of this Acceptance Agreement is 36 months ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term" and together with the Initial Term, the "Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current Term. Notwithstanding anything to the contrary contained herein but subject to Section 2.b, there will be a minimum Term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.
 - b. If Customer solely purchases First Aid products and services under this Acceptance Agreement (as selected on page 1 under "FIRST AID ORDER CONFIRMATION"), then Section 2.a shall not apply and this Acceptance Agreement shall not have a minimum term.
 - c. If Customer solely purchases Automated External Defibrillator ("AED") Service Maintenance under this Acceptance Agreement (as selected on page 1 under "AUTOMATED EXTERNAL DEFIBRILLATOR PRODUCTS AND SERVICES; SERVICE MAINT."), then Section 2.a shall not apply, and The initial term of this Acceptance Agreement is 12 months, commencing on the date reflected on the first invoice from Cintas to the Customer ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. As applicable, Cintas will charge Customer the above-referenced price for: (1) the AED Services ("Monthly Service Charge") and the purchase of AED Device(s). Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Acceptance Agreement warranting a price increase, and Cintas reserves the right to increase prices. Customer agrees that an invoice reflecting the updated price is notice of such price increase. If Cintas increases a price, Customer has right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase within such 10-day period, Cintas will either, in its sole discretion, (i) terminate the Acceptance Agreement, or (ii) continue to provide services at the original price. If Customer does not object, Customer is bound by the new prices. In the event Customer fails to comply with any provision of this Acceptance Agreement, Cintas may provide Customer with a written notice of default ("Notice") and in the event Customer fails to cure such default within 30 days of the date of such Notice, Cintas may terminate this Acceptance Agreement.
 - d. The initial term of this Agreement with respect to rental of Safety Centers and related services is 60 months, commencing on the installation date of the applicable Safety Center ("Initial Term"). This Agreement shall renew automatically with respect to rental of Safety Centers and related services for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Notwithstanding the foregoing, Customer agrees that Customer is bound by all terms and conditions set forth in the Agreement immediately upon signing the Agreement, regardless of whether or not the Initial Term has started.
3. **AED Terms and Conditions. (Applicable only if AEDs are provided):**
 - a. Cintas will provide for use by Customer the Automatic External Defibrillator(s) selected by Customer in this Acceptance Agreement (the "AED Device(s)"). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories are not included and may be purchased separately from Cintas.
 - b. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice. Customer acknowledges that the scope of AED Services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. In determining the placement or location of AED Device(s), Customer acknowledges, and will take into consideration, that the environment in which AED Device(s) are located (including but not limited to, environments that may expose the AED Device(s) to high/low temperatures, humidity, and/or water) may affect the operability and/or functionality of such AED Device(s) and Customer agrees to assume all risk of loss for, and defend, indemnify, and hold Cintas harmless from all liabilities and damages arising from an AED Device being located in an environment that may affect its operability and/or functionality. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.
 - c. Pre-owned AED Devices. AED Device(s) the Customer owned before entering into this Acceptance Agreement are considered "Pre-owned AEDs." Customer agrees that Cintas will have no obligation to replace or remove any Pre-owned AEDs under this Acceptance Agreement. Further, Customer acknowledges that Cintas reserves the right to refuse to provide AED Service on any Pre-Owned AED at Cintas' discretion. Customer acknowledges that Cintas will only be responsible for providing AED Service to the specific AED Devices that are identified in Cintas' system as requiring service from Cintas and Cintas agrees to provide a list of those AED Devices by serial number if requested. Customer agrees that in the event Cintas agrees to service Pre-Owned AEDs, Cintas has the right to collect all information related to such Pre-Owned AEDs necessary to update Cintas' system in relation to the Pre-Owned AEDs. Customer agrees Cintas has no liability or responsibility of any kind in relation to AEDs on Customer property that Cintas is not servicing.
 - d. Customer may terminate this Acceptance Agreement solely with respect to AED Devices and AED Services at any time with a 30-day advance written notification. If termination is made during the Initial Term, Customer shall pay all remaining monthly service charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of this Acceptance Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Acceptance Agreement.
 - e. Scope and Limitations of Sale. The scope of Cintas's responsibilities is limited to selling the AED Device(s) at the price(s) set forth above. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) or provide software updates. Customer bears sole responsibility for inspecting its AED Device(s) and addressing faults, alarms, or indications that an AED Device is not functioning properly.
4. **WaterBreak® Cooler Units Terms and Conditions. (Applicable only if WaterBreak® Cooler Units are provided):**
 - a. Customer acknowledges it is responsible for designating the location of the WaterBreak® Cooler Units and the WaterBreak® Ice Machine Units (collectively the "Waterbreak Unit(s)") at the Customer's facility(ies) and for ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Waterbreak Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.
 - b. Customer shall not move or relocate Waterbreak Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Waterbreak Unit(s) or associated water lines, Customer must contact Cintas and Cintas shall perform the relocation. Cintas will charge a \$150 fee for moving or relocating each Waterbreak Unit and/or associated water lines. In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Waterbreak Unit(s) are not used during the advisory. Customer shall further ensure that the Waterbreak Unit(s) are not used after the advisory is lifted until such time that the Waterbreak Unit is serviced and the filter in the Waterbreak Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Waterbreak Unit(s); Cintas will charge a \$100 fee for servicing and replacing the filter in each Waterbreak Unit.
5. **Safety Center Units.** To the extent Customer rents or receives Cintas' Safety Center Units ("Safety Center Units") or personal protective equipment ("PPE") from Cintas, including PPE contained in the Safety Center Units, the terms and conditions in this Section 5 shall apply.
 - a. Customer agrees it bears sole responsibility for selecting Safety Center Unit(s), as well as the PPE to be contained in the Safety Center Unit(s) (which may consist of sanitizing materials and other safety products), and for determining whether such items are appropriate for use by its employees, customers and agents in their applicable work environment(s). Customer acknowledges and agrees that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment or workplace safety is the sole responsibility of Customer, including, without limitation, 29 C.F.R §§ 1910.132, 1910.133, 1910.134, 1910.138, and 1910.1030 (as may be amended or replaced from time to time), as well as any guidance, requirements or regulations imposed by the United States Centers for Disease Control and Prevention, or any state or local health department or agency. Further, Customer releases Cintas and its subcontractors, agents, officers, employees, or other representatives ("Representatives") from any and all liability that results or may result from the use of the Safety Center Unit(s) or the PPE, including but not limited to any alleged failure of the Safety Center Unit(s) or the PPE to function, including any failure to prevent or protect against infection, illness, injury or death. To the maximum extent permitted by applicable law, Customer hereby agrees to defend, indemnify and hold harmless Cintas and its Representatives from any claims and damages arising out of or resulting from the use of the Safety Center Unit(s) and/or the PPE.
 - b. CUSTOMER ACKNOWLEDGES THAT THE SAFETY CENTER UNIT(S) WILL BE DELIVERED AND INSTALLED BY A THIRD PARTY NOT AFFILIATED WITH CINTAS AND THEREFORE CINTAS WILL HAVE NO LIABILITY WITH RESPECT TO DELIVERY AND INSTALLATION OF THE SAFETY CENTER UNITS. NOTWITHSTANDING

Cintas Representative Initials:

Customer Initials:

CINTAS GENERAL SERVICE TERMS SECTION (cont.)

ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, CUSTOMER FURTHER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE RENTAL OF THE SAFETY CENTER UNIT(S) OR THE SALE OF PPE INVENTORY, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CINTAS MAKES NO REPRESENTATION WHETHER THE SAFETY CENTER UNITS OR THE PPE CONSTITUTE APPROPRIATE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES, CUSTOMERS OR AGENTS MAY BE EXPOSED OR AS TO THE SAFETY CENTER UNIT'S OR THE PPE' ABILITY TO PREVENT OR PROTECT USERS FROM INFECTION, ILLNESS, INJURY OR DEATH. THIS SECTION WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERM IN THE MASTER AGREEMENT.

- 6. Ownership of Rental Products:** Cintas maintains all right, title, and ownership of all rental products provided under this Acceptance Agreement including the AED Device(s) and Waterbreak Unit(s) (collectively, the "Rental Products"). Customer agrees it will not alter, repair, or otherwise make changes to the Rental Products. Customer agrees to protect Rental Products from mishap and misuse. If a Rental Product requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Rental Product or repair the Rental Product at no charge to Customer. If Cintas, in its sole discretion, determines a Rental Product must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Rental Product. In the event a Rental Product is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost set forth in the table below ("Replacement Cost"). If replacement is necessary and the Rental Product is still subject to the Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Acceptance Agreement. If a Rental Product must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement Rental Product and have Customer ship back to Cintas the Rental Product requiring repair or replacement (rather than Cintas physically delivering a replacement Rental Product). Upon receipt of a replacement Rental Product, Customer shall return to Cintas the original Rental Product, postage prepaid by Cintas, with the Customer taking reasonable care to protect the Rental Product during transit. At the end of the service, all Rental Products shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.

Rental Product	AED Device	The Safety Director® Emergency Eyewash Station	Waterbreak Cooler Unit	Waterbreak Ice Unit	Safety Center Vending Unit
Replacement Cost	\$1,995	\$750	\$1,000	\$5,000	\$7,050

- 7. TRAINING ACKNOWLEDGEMENT. (Applicable only if Training Courses are provided):** CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.
- 8. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, CUSTOMER ACKNOWLEDGES THAT ALL EYEWASH STATIONS AND WATERBREAK UNITS PROVIDED UNDER THIS ACCEPTANCE AGREEMENT WILL BE SUBJECT SOLELY TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ACCEPTANCE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERM IN THE MASTER AGREEMENT**
- 9. Additional Items:** If the Customer terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.
- 10. Termination for Unavailability of Funds:** If Customer intends to terminate this Acceptance Agreement pursuant to Section 36 of the Master Agreement due to a reduction in local, state, and/or federal funding ("Funding Termination"), Customer shall give prompt written notice to Cintas along with documentation evidencing the extent of unavailability or reduction of funding. In the event that Customer's funding is sufficient to finance this Acceptance Agreement in part, then prior to termination, Cintas shall have the option, in its sole discretion, to reduce the scope of this Acceptance Agreement to conform with the available funds, and Customer shall cooperate in good faith with Cintas to amend this Acceptance Agreement to reflect such reduced scope. If Customer complies with the notice and scope reduction requirements in this Section 10, the termination charges in Section 9 shall not apply to such Funding Termination. If Customer does not comply with the notice and scope reduction requirements in this Section 10, the termination charges in Section 9 shall apply to such Funding Termination. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
- 11. No Federal Contractor:** As a material condition of this Acceptance Agreement, Customer represents and warrants that: (a) this Acceptance Agreement is not federally funded; (b) this Acceptance Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Acceptance Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Acceptance Agreement.
- 12. Prevailing Wage/Living Wage:** Customer represents and warrants that this Acceptance Agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this Acceptance Agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to this Acceptance Agreement.
- 13. PO Economic Terms:** The Parties agree that terms and conditions set forth in any purchase order, Statement of Work, or similar document ("Order Document") will be limited to economic and/or logistical terms such as product type, pricing, dates of service, etc., and that any terms and conditions in an Order Document that conflict with, or could be construed to modify, alter, or expand the terms and conditions set forth in this Acceptance Agreement will be null and void.
- 14. Customer Type:** Customer must select the appropriate response below:
Is Customer a United States Federal government agency or instrumentality?
☐ Yes ☐ No
(If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States Federal government funds?
☐ Yes ☐ No
(If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 16. Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
☐ Yes, additional terms required ☐ No additional terms needed
(If Yes, Customer must provide any applicable additional terms and conditions using Addendum A – Additional Terms, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 17. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.**

Cintas Location #:

Cintas Representative Signature:

Title:

Accepted-GM:

Cintas Enterprise Account: ☐ Yes ☐ No

Cintas Enterprise Partner Name:

Customer Signature:

Print Name:

Print Title:

Email:

Customer Contact:

Customer Contact Email:

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: Customer Initials:

ADDITIONAL ITEMS (cont.):

Continued from page 1

[illegible]

Your Estimated Total:	
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Cintas Representative Initials: _____ Customer Initials: _____

