



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Date: 07/22/2019

Consent Agenda Item (Action Item): Consider/Approve contract between the Floyd County Board of Education and Cintas for AED lease program. Approval to add 1 AED at RLC, 2 AED's at ACHS and 1 AED at the Floyd County Schools Bus Garage.

Applicable State or Regulations:

KRS 311.665

KRS 311.667

Board Policy 1.11 Powers and duties of the local board.

Budget/Financial Issues:

General Fund Expense to be included in the final working budget.

Background and Rationale:

Each year in the United States we needlessly lose 7,000 young persons to sudden cardiac arrest (SCA). However, most schools cannot afford to have an MD or EMT on school grounds during school hours and after-school activities, but they can afford to have easy-to-use automated external defibrillators (AEDs) with voice prompts to walk users through the simple steps necessary in life-saving defibrillation and CPR. Every school should have an AED, especially a school with athletic programs. Schools that have needed a portable AED now say they can't imagine being without one. That's why it is so important to keep Floyd County School children, staff, and visitor's heart safe.

Recommended Action:

Approve as recommended.

Contact Person(s):

Danny Adkins, Superintendent

Annette Harris-Ward, District Health Coordinator


District Health Coordinator


Superintendent

ORDER CONFIRMATION



Sold-To Name: Floyd County Schools
 Sold-To Address: 106 North Front Ave.
 City, State, ZIP: Prestonsburg KY 41653
 Phone: 606 886 2354
 Contact Person: Annette Ward
 Email: annette.harris-ward@floyd.kyschools.us

Date: 7/19/19
 One Time PO #: _____
 Blanket PO #: _____
 PO Required?: ☐

ORDER CONFIRMATION
 NOT AN INVOICE

Payer Name: Floyd County Schools
 AP Contact: Tiffany Warrix-Campbell
 Payer Address: 106 North Front Ave
 City, State, ZIP: Prestonsburg KY 41653
 Email: tiffany.warrix@floyd.kyschools.us
 Phone: 606 886 2354
 Fax: _____
 Bill-To Name: Same as above
 Bill-To Address: _____
 City, State, ZIP: _____

| | | |
|--|--|-----------------------------|
| INTERNAL USE ONLY: | | Cintas Branch #: <u>288</u> |
| Sold-To #: | | Distribution Channel: |
| Payer #: | | Service Route #: <u>2</u> |
| Bill To Party #: | | Install Route #: <u>55</u> |
| IRREG or ZHAT: | | Sold Bundle? |
| Local Sales Representative: <u>Josh Sterling</u> | | Bundle Name: |
| MTA Sales Representative: | | # of Employees: <u>100</u> |
| Location # submitting cross sell lead: | | Partner submitting lead: |

| Qty | Material # | Description | Unit Price | Total |
|-----|------------|---------------------------------|------------|-----------|
| 4 | 40022 | Zell AED Plus Service agreement | 89.00 | \$ 356.00 |
| 4 | 99984 | Medical Direction | 0.00 | \$ 0.00 |
| 4 | 19150 | AED Alarm Cabinet | 0.00 | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
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| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | 400 | Service Charge | | \$ 0.00 |

Your Estimated Total \$: \$ 356.00

Payment Terms:

- ☐ Terms, Net 30
☐ Other Terms: _____
☐ Tax Exempt? (If yes, attach forms)

Service Frequency:

- ☐ 4 Weeks
☐ Other: _____

Invoice Delivery:

Option #1:

- ☐ Email invoice on-site & email
☐ Leave invoice on-site

Option #2:

- ☐ Mail invoice to Bill To address
☐ Mail invoice to Payer address
☐ Email invoice only

- ☐ Weekly
☐ Monthly

Payment Options (how do you pay invoices?):

- ☐ ACH/EFT
☐ Check
☐ Credit Card (form to be sent after account setup / accepted)
☐ Portal (must be approved by AR FSC, GDA)

Customer's Signature Authorized Name

Date

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.

Delivery/Installation Instructions:

Customer Credit Reference Information

Supplier's Name #1:

Contact: _____ Phone Number: _____

For Cintas Office Use Only

Pmt Terms: _____ How long a customer? _____ Amt Outstanding? _____ Avg Pmt Days? _____

Supplier's Name #2:

Contact: _____ Phone Number: _____

For Cintas Office Use Only

Pmt Terms: _____ How long a customer? _____ Amt Outstanding? _____ Avg Pmt Days? _____

Supplier's Name #3:

Contact: _____ Phone Number: _____

For Cintas Office Use Only

Pmt Terms: _____ How long a customer? _____ Amt Outstanding? _____ Avg Pmt Days? _____

OUR PLEDGE: To exceed your expectations by providing outstanding service, premium quality products, and unsurpassed knowledge in the pursuit of making your workplace safer, more productive, and more cost-effective.

Confidential Information: This document contains information confidential and proprietary to Cintas Corporation and is the sole property of Cintas Corporation. This document and information contained herein may not be used, disclosed, distributed or reproduced for any purpose, without the prior written authorization of Cintas Corporation and those so authorized may only use the information consistent with the authorization. Reproduction of any section of this document or any attachments hereto must include this legend.

LifeREADY 360™

Program Agreement

CUSTOMER INFORMATION

Company Name: **Floyd County Schools**

Contact: **Annette Ward**

Email: **annette.harris-ward@floyd.kyschools.us**

Service Address: **106 North Front Ave.**

City: **Prestonsburg**

(Where the AEDs will be installed)

State: **KY**

Zip: **41653**

Phone: **(606) 886-2354**

Fax:

National Account (check one): ☒ No ☐ Voluntary ☐ Mandatory

ZNAT:

AED INFORMATION*

NOTE: If the AED units will be placed in a different address/building from above, or if more than 5 AED units, please use Exhibit F FAS-8724

AED LOCATION (same service address as above)

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

AED LOCATION (same service address as above)

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

AED LOCATION (same service address as above)

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

AED LOCATION (same service address as above)

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

AED LOCATION (same service address as above)

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LifeREADY 360™ AED PROGRAM MANAGEMENT

Choose from the following options:

1
YEAR



1 YEAR @ \$175

#99949

3
YEAR



3 YEAR @ \$450**

#99984

** Free with AED service agreement

Add-on to an existing program?



YES



NO

Customer Rep. Signature:

Date:

Print Name

Title:

Terms

- A. With the exception of non-transferable components such as replacement pads and batteries, which are the property of the Customer, Units remain the property of Cintas. The AED Unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the Units shall be done exclusively by Cintas, unless Cintas agrees in writing to an alternate source to perform these services.
- B. Customer agrees to protect Units from abuse and to return the Units to Cintas in good working and physical condition, reasonable wear and tear accepted, within five business days of the termination of this Agreement. In the event a Unit is lost, stolen, or damaged beyond repair, Cintas will provide a replacement unit. Customer agrees to pay replacement cost of (\$1995) upon receipt of invoice. This payment will not release Service Customer of its obligations under the terms and conditions of this Agreement. This Agreement is non-cancelable except as provided herein.
- C. The Units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the Units for functionality. Additional and replacement components are available from Cintas at then-current list prices.
- D. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.
- E. Customer is responsible for choosing the type and placement of the AEDs. This Agreement, and any attached exhibits, schedules or other documents, contain the entire agreement between Cintas and the Customer and may not be changed, modified, terminated or discharged except in a written agreement executed by both parties. In the event of any inconsistency between the terms and conditions contained herein and the terms and conditions contained in any document attached hereto, the terms and conditions contained herein shall govern and control.
- F. Customer is aware that any use of Units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the Units or have the Units used on them.
- G. Customer will make Cintas aware of any faults, alarms, or indications that the AED is not functioning properly.
- H. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINTAS, ITS SUBSIDIARIES AND AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CINTAS PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), LOSSES, DAMAGES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY, ARISING OUT OF OR RELATED TO THE USE OF THE UNITS, THE FAILURE OF THE UNITS TO FUNCTION PROPERLY, THE FAILURE OF ANY PERSON TO PROPERLY USE ANY UNIT, THE LOCATION OF ANY UNIT, ANY ALLEGATION THAT THE NUMBER OF UNITS ORDERED HEREUNDER IS INSUFFICIENT, OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF CINTAS, WHETHER OR NOT THOSE ACTS OR OMISSIONS ARE JOINT OR CONCURRENT WITH ANY OTHER PARTY. PROVIDED, HOWEVER, THAT CUSTOMER'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY CLAIM, LIABILITY, EXPENSE, LOSS, DAMAGE, DEMAND, FINE OR CAUSE OF ACTION ESTABLISHED TO BE THE RESULT OF THE SOLE NEGLIGENCE OF CINTAS. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.
- I. This Agreement shall be governed by the laws of the state of Ohio and is binding upon Cintas and Customer, their respective legal representatives, successors and permitted assigns. Cintas may assign this Agreement to any subsidiary of Cintas Corporation without Customer's consent. Any assignment by Customer shall require Cintas' written consent.
- J. If any provision of this Agreement is determined to be void, illegal or unenforceable for any reason, the unenforceable provision shall be deemed to be rewritten to the extent it would be enforceable consistent with the parties' intent, if possible, and all other provisions, covenants, exhibits and schedules of the Agreement shall remain in full force and effect.
- K. FDA regulations require the tracking of the physical location of Units. Customer agrees to promptly notify Cintas of the new locations if and when Units are moved.
- L. Cintas will provide service and maintenance for the Units. This includes regular service checks. Customer is required to schedule service visits by Cintas at six (6) month intervals to verify working order, mechanical fitness, and compliance with governmental regulations. Should Units require any repairs or maintenance not as a result of mishap or misuse by Customer, Cintas, at its sole discretion, shall either provide Customer with a replacement Unit or perform the appropriate maintenance at no charge to the Customer. If Cintas, at its sole discretion, determines that the necessary repairs were not caused by normal wear and tear, Customer may be charged for the time, materials, and shipping involved in the repair of said Units. Replacement pads and other non-transferable components are excluded from this repair and maintenance policy.
- M. If Customer's Unit is located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to send Customer written reminders to perform their own inspections on the Units. Customer acknowledges this process and accepts all responsibility for performing the inspections themselves. If Customer detects a problem or has a concern about their Unit they should contact Cintas during normal business hours. Cintas will respond to Customer by the first business day following notice of the problem or concern.
- N. If the Units in need of repair are located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to ship replacement Units to the Customer on an even exchange basis, in lieu of on-site pick-up for service. In this situation and upon receipt of the replacement Units, Customer will return to Cintas the old Units, prepaid and with reasonable care taken to protect Units during transit.
- O. Replacement pads, Medical Direction, 1 free wall cabinet or grab and run bag, software updates, and AED Batteries are covered at no cost thru the Service Agreement payments. AED Training will also be provided for free when FA/CPR class is purchased from Cintas.
- P. Other non-transferable components are available for purchase from Cintas at then-current prices.
- Q. Should Units require repairs as a result of accident, negligence, fire, flood, Customer's misuse, Act of God, or cause other than normal wear and tear, Cintas will arrange for the damaged Unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed the then-current total replacement cost of a Unit. While the Unit is being repaired, Cintas will provide Customer with a replacement Unit at no charge.
- R. Cintas has the right to recover the units if terms of this agreement are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Service end date per the cancellation terms.

Agreement

This Program Management Services Agreement ("Agreement") is made as of the "effective date" as stated on the front, by and between StatPADS LLC ("StatPADS") and the customer signing on the front ("Customer"). In consideration of the mutual promises and undertakings of the parties and for other good and valuable consideration, the receipt of which is hereby acknowledged, StatPADS and Customer agree as follows:

1. **ENGAGEMENT.** Customer engages Program Management services from StatPADS for Customer's automated external defibrillator devices (AEDs). The locations of Customer's AEDs are set forth on a Program Management Order Form signed by Customer and submitted to Cintas, and attached hereto. For all purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, StatPADS is an independent contractor and is not an employee, partner, joint venture, or agent of Customer. Customer shall make no representation that StatPADS is an employee or agent of Customer.
2. **TERM.** This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with this Agreement for a term as shown on the order ("Term"). With respect to each particular Customer site, the Term shall be renewed on the applicable anniversary of the date of the then current Term ("Renewal Term(s)").
3. **PAYMENT.** For the initial Term of Program Management, Customer shall pay in accordance with the terms of the invoice for the initial AED purchase. Payment with respect to Renewal Terms shall be as invoiced. All invoices shall be paid by Customer within thirty (30) days after receipt of such invoice.
4. **STATPADS OBLIGATIONS.** StatPADS shall provide the Program Management services set forth herein (collectively, "Services"). The parties hereto acknowledge and agree that the services set forth in the definitive list of all Services to be provided by StatPADS to Customer. CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. THE SERVICES ARE PROVIDED WITH ALL FAULTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. STATPADS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. IN NO EVENT SHALL STATPADS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF STATPADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CUSTOMER.
5. **CUSTOMER OBLIGATIONS.** Customer shall:
 - A. Execute and submit to StatPADS Program Management Order Forms for all AEDs Customer covers under this Agreement.
 - B. Use StatPADS's AED compliance tracking system (aka "LifeREADY 360").
 - C. Notify LifeREADY 360 at 833.507.6877 within 24 hours upon Customer's use of an AED keep accurate and complete records of the Event in accordance with any reasonable requirements.
 - D. Require and ensure that each authorized AED user has completed a nationally recognized CPR/AED training course as required by law.
 - E. Refrain from using any AED for any purpose other than training until Customer has received a Certificate of Medical Authorization with respect to that AED.
 - F. Use AEDs and/or other medical equipment or supplies in accordance with the reasonable standing orders protocols or other reasonable instructions as may be provided whether in written form or otherwise (for example, instructions given by a licensed physician over the telephone) and ensure that AEDs and medical supplies provided are used and maintained in strict accordance with the applicable manufacturers' labeling and instructions.
 - G. Customer shall maintain records of training programs, training providers and participating AED responders, which shall be available to StatPADS for review and approval at all times.
 - H. Contact appropriate emergency response agency (e.g., via 911 when on land) immediately and without delay if an individual appears to be in cardiac arrest or in distress.
 - I. Subject to the requirements of Applicable AED Laws, assist LifeREADY 360 in its review of all Events, and provide any and all information and documentation requests regarding such Event.
 - J. Promptly record and report within the LifeREADY 360 program when the AED is in need of service.
 - K. Comply with all other obligations set forth in this Agreement and the LifeREADY 360 Terms of Use.
6. **INDEMNIFICATION.** Customer shall defend, indemnify and hold StatPADS and its contractors harmless against all loss, liability, expense, cost or damage (including StatPADS's reasonable attorneys' fees, expert fees and other reasonable litigation expenses) arising from, incurred as a result of or in any matter related to, or alleged to relate to:
 - a) Any breach of the terms of this Agreement by Customer or any person using Customer's AED.
 - b) Customer's unauthorized or unlawful use of AEDs subject to this Agreement.
 - c) The unauthorized or unlawful use of AEDs subject to this Agreement by any other person.
 - d) Any act or omission of Customer or any person using Customer's AED.
 - e) The actions of StatPADS and its contractors, so long as they are not negligent or constitute willful misconduct, and, as applicable, are in accordance with generally accepted medical standards.
7. **TERMINATION.** This Agreement will continue to be in full force as long as Customer continues to use the Services. StatPADS may terminate this Agreement if Customer fails to fully comply with the terms of this Agreement, or fails to make any payment due to StatPADS or Cintas within 30 days of its due date. StatPADS further reserves the right, at its sole option, to terminate Customer's use of the Services, with or without notice. Customer may terminate its use of the Services by providing 30 days' prior written notice to StatPADS at www.lifeready360.com including the name, address and telephone number of the Customer's alternate provider of Services. Upon termination: (i) Customer will no longer be able to use the Services; (ii) StatPADS will no longer provide Customer with the Services and Customer will assume all obligations and duties associated, directly or indirectly, with its AED(s); (iii) Customer will return all documents provided to it by StatPADS; and (iv) StatPADS will not refund any fees. In any case where this Agreement is terminated, all protocols provided by StatPADS will be void effective on the termination date.
8. **APPLICABLE LAW AND LITIGATION.** The applicable law for the purpose of interpretation of this Agreement, or the enforcement of any rights or obligations hereunder, is the laws of the State of Idaho. Any action brought to interpret or enforce this Agreement must be brought in the state courts located Boise, Idaho or the federal courts for the District of Idaho which courts will have exclusive jurisdiction and venue of any such action. If a legal proceeding is commenced to interpret or enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fee in such a proceeding, or any appeal thereof.
9. **OTHER.** If any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall nevertheless continue in full force and effect. This agreement constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreements or negotiations, written or oral. StatPADS reserves the right to make changes to the approved AED response protocols at any time. StatPADS will provide all amended forms to Customer, which shall be deemed accepted by Customer.

FOR CINTAS INTERNAL USE ONLY

*AED order forms must be attached to customer sales order in SAP including Exhibit F if used.
Agreements without an AED order can be emailed to NA@Cintas.com

CINTAS Location # _____

CINTAS PO # _____

CINTAS Customer # _____

CINTAS Sales Order # _____

ZOLL® AED PLUS

Service Agreement



CUSTOMER INFORMATION

Company Name ("Customer"): Floyd County Schools

Date: 7/19/19

Service Agreement Start Date:

Email: annette.harris-ward@floyd.kyschools.us

Billing Address: 106 North Front Avenue

City: Prestonsburg

State: KY

Zip: 41653

Phone (606) 886-2354

Fax:

ZOLL AED PLUS INFORMATION

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Automatic External Defibrillator units ("Units") at the prices and conditions described in this Agreement.

| DESCRIPTION | # OF UNITS | PAYMENT/UNIT | TOTAL PAYMENT |
|---|------------|--------------|--------------------|
| <input checked="" type="checkbox"/> ZOLL® AED PLUS | 4 | x 89 | - \$ 356.00 /month |
| <input type="checkbox"/> AHA HEARTSAVER™ FA/CPR/AED* | | x | = \$ 0.00 |

The discounted price is a one-time offer and is valid only at the time of signing of this agreement.

Service Agreement Term: Service Agreement is Thirty Six (36) months from the AED(s) delivery date as stated on the first invoice (the "Initial Term"). Agreement will automatically renew after the Initial Term for (12) months (each a "Renewal Term") at the current monthly rate per AED. This auto renewal will continue every (12) months until customer provides Cintas with a (30) day advance written notification of cancellation of AED Service Agreement. The renewal provides all the benefits outlined in the initial term of the agreement. Fee includes Medical Direction, Pad(s)/ Battery Replacement as needed, software updates, (1) AED Wall Cabinet or Grab & Run Bag per device upon installation, on-site AED training with purchase of FA/CPR class, Future Model Upgrade Options, routine on-site service checks, Cintas support after use and an annual seat at an open enrollment AED training class held at participating Cintas locations* or one online AED training key. Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any individual Customer location or additional units added during the Initial Term or Renewal Term.

Service Guarantee: Company Guarantees to deliver quality AED Service Agreement program at all times. Any complaints about the quality of the service should be directed in writing to the General Manager. If complaints remain unresolved after a reasonable period of time, customer may terminate this agreement provided AED(s) are returned in good working order, or purchased at replacement cost.

Cancellation:

During Initial Term - Customer can cancel anytime with a (30) day advance written notification. Customer then owes all remaining Service Agreement payments to current agreement term and date. All AED(s) currently under agreement would then be returned to Cintas or purchased for an additional \$399 dollars per AED. For any AED(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Service Agreement payments for the number of months remaining in the unexpired Minimum Term.

Anytime During Renewal Term - Customer can cancel anytime with a (30) day advance written notification. Customer will owe a cancellation fee of \$150 dollars per AED under Service Agreement. AED(s) will be returned to Cintas or purchased for \$399 dollars per AED. The \$150 dollar per AED cancellation fee can be applied to the purchase price of the AED of (\$399) per AED.

New AED Model Upgrades:

If Cintas adds a new AED model to the product line, customer can upgrade to new unit anytime after the first (36) months of their current agreement with no penalty or cancellation charges. Customer can choose to purchase the new unit at current price, or sign a new service agreement for the new device. All AED(s) under agreement would have to be returned to Cintas or purchased for \$399 dollars.

☐ I have read and agree to the terms and conditions in this Agreement, including those printed on the back of this page.

Customer Representative's Signature

Date:

Customer Representative's Name:

Title:

Accepted By Name:

Signature:

Approved By Name:

Signature:

Loc. #