



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Date: 6/27/2022

Consent Agenda Item (Action Item): Consider/Approve contract between the Floyd County Board of Education and Cintas for AED lease program. Approval to replace 1 AED Unit at the Floyd County Schools Bus Garage. AED was badly damaged in the bus garage fire and is irreparable.

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:

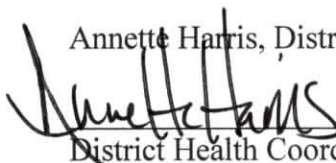
Each year in the United States we needlessly lose 7,000 young persons to sudden cardiac arrest (SCA). However, most schools cannot afford to have an MD or EMT on school grounds during school hours and after-school activities, but they can afford to have easy-to-use automated external defibrillators (AEDs) 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:

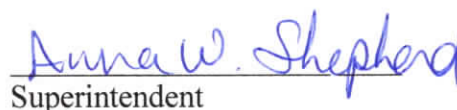
Approve as recommended.

Contact Person(s):

Annette Harris, District Health Coordinator


District Health Coordinator

6/27/22


Superintendent



Quotation

Cintas First Aid & Safety

Prepared For: Floyd County Schools bus garage

Gary Johnson

SSR

1526 Madison Ave
Huntington, WV 25704
Phone # 304-710-3200

927 KY Route 122

Martin Ky 41649

606-285-9443

15476267

r0288.0002

Date:	5/10/2022
Quote Expires:	6/9/2022

Product Number	Product Description	Unit Price	Quantity	Extended Price
4002z	ZOLL AED PLUS-SEMI-AUTO. / EA	\$2,095.00	1	\$2,095.00
19110	BASIC AED CABINET W/ALARM / EA	\$260.89	1	\$260.89

Service Charge \$18.95

Subtotal **\$2,374.84**

Pending applicable tax

Not an Invoice. Quote Valid for 30 days.

Signature _____

Customer hereby agrees to purchase all of the items listed above in the noted quantities and at the listed prices. Customer will not be invoiced until the items are delivered and will be subject to the usual payment terms.

Original Lease

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, Pads, 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

Danny Adkins, Jr.

Date: 7-23-19

Customer Representative's Name:

Danny Adkins, Jr.

Title: Superintendent

Accepted By Name

Signature:

Approved By Name

Signature:

Loc #

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: **Annelie Ward**
 Email: **annelie.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:	
Sold-To #:	Cintas Branch #: 288
Payer #:	Distribution Channel:
Bill To Party #:	Service Route #: 2
CRIG or ZHAT:	Install Route #: 55
Local Sales Representative: Josh Sterling	Sold Bundle?
MLA Sales Representative:	Bundle Name:
	# of Employees: 100
Location # submitting cross sell lead:	Partner submitting lead:

Qty	Material #	Description	Unit Price	Total
4	400ZZ	Zch AED Plus Service agreement	\$7.00	\$ 358.00
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
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
	400	Service Charge		\$ 0.00

Your Estimated Total \$: **\$ 358.00**

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/ET
☐ Check
☐ Credit Card (forms to be sent after account setup completed)
☐ Portal (must be approved by AR, FSC, GDA)

Customer's Signature Authorized Name

Date

I authorize Cintas to verify my credit on CreditCheck and/or be 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 not authorized may only use the information consistent with the authorization. Reproduction of any portion of this document or any attachments herein 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 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: _____

7-23-19

Print Name: _____

Danny Adkins, Jr

Title: _____

Superintendent

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 and 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 (\$1795) 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 by 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 Unit. 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 Unit's 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 and 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 term noted 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 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' fees 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 Customer # _____

CINTAS PO # _____

CINTAS Sales Order # _____

Automatic External Defibrillator Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"): FLOYD COUNTY SCHOOLS BUS GARAGE Phone: _____
Email: _____ Customer #: _____
Billing Address: 442 Ky ROUTE 550 EASTERN KY 41622
Location Physical Address: 927 Ky ROUTE 122 MARTIN KY

TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide the Customer the Automatic External Defibrillator(s) selected by Customer below (the "AED Device(s)") and related products and services as specifically outlined in this agreement ("Agreement").

AED DEVICE	CASE	PRICE PER UNIT	NUMBER OF UNITS	MONTHLY PRICE
ZOLL® AED Plus®	Cabinet / Grab N' Run	\$ <u>89.00</u> /unit	<u>1</u>	\$ <u>89.00</u> /month
ZOLL® AED 3	Cabinet / Grab N' Run	\$ /unit		\$ /month
Reviver® VIEW AED	Cabinet / Grab N' Run	\$ /unit		\$ /month
Reviver® AED	Cabinet / Grab N' Run	\$ /unit		\$ /month
Phillips HeartStart OnSite AED	Cabinet / Grab N' Run	\$ /unit		\$ /month
Phillips HeartStart FRx AED	Cabinet / Grab N' Run	\$ /unit		\$ /month

MEDICAL DIRECTION ☐ LifeREADY 360™ ☐ LifeREADY™

TRAINING AHA Heartsaver™ FA/CPR/AED Course \$ /Seat or Key* \$ /Class*

* Discounted Rate is one-time offer and is valid only at the time of signing of this Agreement. Training will be invoiced separately.

1. **Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). By signing this Agreement, Customer acknowledges it has received the entire Agreement and has read and understands all terms and conditions, including terms and conditions listed on page two. Any other terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas.

2. **Term; Renewal; Charges.** The initial term of this Agreement is 36 months, commencing on the delivery date of the AED Device(s) to the Customer, which shall be reflected in the first invoice from Cintas to Customer for the AED Device(s) ("Initial Term"). This 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. Cintas shall charge Customer the above-referenced monthly price for use of the AED Device(s) and/or related services ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price increase, and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.

3. **Products.** Cintas will provide for use by Customer 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 (together, including the AED Device, "Product"). (Additional batteries, sets of pads, data recording cards, and other accessories are not included in the definition of Product; such items may be purchased separately from Cintas.)

4. **Service.** 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.

5. **Medical Direction.** Customer acknowledges that it must obtain a prescription for the AED Device(s) and the AED Device(s) must be subject to medical oversight. Customer acknowledges that Cintas is not a health-care provider and does not issue the prescription, provide medical oversight, or provide other related health-care or medical services. Rather, by signing this Agreement, Customer receives access to a third-party, at no additional cost to Customer, who will provide a prescription for the AED Device(s), provide medical oversight, register the AED Device(s) with local EMS (together, "Medical Direction"), and provide Customer access to the third-party's on-line software portal. As a condition to being granted Medical Direction and access to third-party's software portal, Customer acknowledges it will be required to agree to the terms and conditions applicable to those services, which will be provided at the initial log in to the software portal. Failure to do so: (a) will relieve any third-party providing the services from any liability for AED management and (b) will result in Customer assuming full responsibility and any associated liabilities for failing to acknowledge the terms and conditions.

6. **Training Course.** Customer is entitled to receive for one person one admission seat into an open enrollment AHA Heartsaver™ FA/CPR/AED training course held at participating Cintas locations. In the alternative, Customer may choose to receive access to one on-line AHA Heartsaver™ FA/CPR/AED training course. Customer may elect to purchase additional admission seats or online training keys to AHA Heartsaver™ FA/CPR/AED training courses.

7. **Quality of Services.** Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service that are not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at the local FAS service office. If Cintas then fails to resolve a material complaint in a reasonable period, Customer may terminate this Agreement provided AED Device(s) are returned in good working order or purchased at Replacement Cost.

8. **Scope and Limitations of Service.** The scope of Cintas's responsibilities under this Agreement is limited to delivering, performing AED Services and providing access to third-party Medical Direction, as outlined above. Customer acknowledges that the scope of 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. 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.

9. **Ownership; Care of AED Products; Replacement, Repair & Maintenance.** Cintas maintains all right, title, and ownership of the AED Device(s). Customer agrees it will not alter, repair, or otherwise make changes to the AED Products. Customer agrees to protect AED Device(s) and Product(s) from mishap and misuse. If an AED Device requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement AED Device or send the AED Device for repair by the manufacturer at no charge to Customer. If Cintas, in its sole discretion, determines an AED Device 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 AED Device. In the event an AED Device is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost of \$1,995 ("Replacement Cost"). If replacement is necessary and the AED Device is still subject to the Initial Term or a Renewal Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. If an AED Device must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement AED Device and have Customer ship back to Cintas the AED Device requiring repair or replacement (rather than Cintas physically delivering a replacement AED Device). Upon receipt of a replacement AED Device, Customer shall return to Cintas the original AED Device, postage prepaid by Cintas, with the Customer taking reasonable care to protect the AED Device during transit. If, at any time, Customer identifies any concern, including, but not limited to, an expired battery or set of pads, a fault on the AED Status Indicator, or any other alarm, fault or other notification that an AED Device is not functioning correctly, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND PAGE.

Customer Signature: [Signature] Date: 6/14/22
Customer Name: Annette Harris Title: RN DTK 6/14/22

White Copy — Customer Yellow — Service Representative Pink — Office

Cintas Onsite AED Service Agreement, Page 1 of 2

TERMS AND CONDITIONS (CONT.)

- 10. Replacement AED Device.** Customer may choose to replace an existing AED Device ("Original AED") with an AED Device of a different make or model ("Replacement AED") at any time after the expiration of the Initial Term with no penalty or cancellation charges; Customer may return Original AED to Cintas or purchase Original AED for \$399. If Customer chooses a Replacement AED, Customer must sign a new Service Agreement.
- 11. Cancellation/Return of AED Device.** Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation 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 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 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 the 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 Agreement.
- 12. Manufacturer Recalls.** Customer acknowledges that, from time to time, an AED Product may be subject to a voluntary recall initiated by the manufacturer and/or an involuntary recall initiated by the United States Food and Drug Administration. Under either or both scenarios, Customer agrees to cooperate fully with Cintas regarding timely execution of any required recall procedures and to provide Cintas and/or its authorized representatives and agents with access to all of the Customer's locations and facilities where recall-affected AED Products are or may be located. Customer agrees to permit Cintas and/or its authorized representatives and agents to collect any and all recall-affected AED Products and transport any and all such AED Products away from the Customer's locations and facilities for destruction or other processing. Cintas may supply Customer with alternate AED Products having similar functions and characteristics to the recall-affected AED Products.
- 13. TRAINING ACKNOWLEDGEMENT.** 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.
- 14. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT ALL AED PRODUCT PURCHASES UNDER THIS AGREEMENT WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE AED 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 AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
- 15. LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's Monthly Service Charges are based on the value of services provided and the limited liability provided under this Agreement and not on the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of any AED Product or AED Service to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVES' COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE AED PRODUCTS AND AED SERVICES. Neither Party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity; provided that the foregoing limitation shall not apply to indemnification for a third party claim pursuant to Section 18.
- 16. Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio.
- 17. CINTAS NOT AN INSURER.** Customer acknowledges and agrees that neither Cintas nor its Representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the AED Devices. Customer releases and waives all rights of recovery against Cintas by way of subrogation. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF AN AED DEVICE TO OPERATE EFFECTIVELY OR AS DESIGNED.
- 18. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE AED PRODUCT(S) OR AED SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
- 19. LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
- 20. Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government; or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
- 21. Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio.
- 22. Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.
- 23. Updated Terms and Conditions and Policies.** Customer acknowledges and agrees Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees its continued request for service pursuant to this Agreement and/or use and/or acceptance of the AED Products and AED Services constitute acceptance of any such updated Terms and Conditions.
- 24. Notices.** Unless otherwise specified in this Agreement and specifically excluding a price increase under Section 2, any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon the receipt thereof.
- 25. Authority to Execute Agreement.** Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
- 26. Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.
- 27. Entire Agreement; Modifications; Waiver.** 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, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.