



FACILITIES SOLUTIONS AGREEMENT

Location No. 391
 Contract No. _____
 Customer No. _____
 Main Corporate Code → **New CC 21306**

Town of Nags Head Fleet Maintenance _____ Date 07.26.2021
 Phone (252) 449-4202

Address 221 A Sunset Dr. City Nags Head State NC Zip 27959

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	Cintas Comfort Shirt	\$0.17
270	Cintas Cargo Pant	\$0.27
945	Cintas Comfort Pant	\$0.16
370	Cintas Cargo Short	\$0.27
970	Cintas Soft Shell Jacket	\$0.31
07074	Prep Advantage	\$0.03
0002	Uniform Advantage	\$0.05
00014	Emblem Advantage	\$0.04

- This agreement (the "Agreement") is effective as of this date from 9.2.2021 to 06.30.2024, with a minimum term of 36 months. The length of this rental Agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any changes of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement and by Customer. Any such changes shall take effect on the anniversary date of the Master Agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) and must be agreed to in writing by Customer.
- Name Emblem \$ 1.50 ea • Company Emblem \$ 1.50 ea
- Customer Emblem \$ 1.50 ea • Embroidery \$ N/A ea
- COD Terms \$ 0 per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
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- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ 1.50 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.15 per garment.
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ N/A
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 15.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other** _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	2160	Red Shop Rags	W	150	.06

*Indicated bundled items/services

- Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer. _____
- Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason other than as provided in Section 5, or terminates this Agreement for any reason other than provided in Section 5, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. _____

CUSTOMER:

Cintas Loc. No: 391 Please Sign Name _____

By: _____ Please Print Name _____

Title: Sales Rep Please Print Title _____

Accepted-GM: _____ Email _____

IS CONTINGENT UPON NH BOARD

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies", which term, for the avoidance of doubt, refers to Customer for the purposes of this Agreement) 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 Supplier 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. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Agreement, the terms and conditions of this Agreement shall prevail. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina, Dare County, or in the Federal District Court for the Eastern District of North Carolina, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices: Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments: Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured as provided in Section 5, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service, subject to the limits as provided in Section 10, at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve the complaint within thirty (30) days after said complaint is sent, Customer may terminate this Agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition, reasonable wear and tear excepted.
6. Garments' Lack of Flame Retardant or Acid Resistant Features: Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats: In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, or terminates this Agreement for any reason other than as provided in Section 5, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory, subject to the limits as provided in Section 10, at the then current Loss/Damage Replacement Value.

8. Adding Employees: Additional employees and Merchandise may be added to this Agreement at any time upon written request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee: Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Subject to the limitations provided in Section 10, Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, or terminates this Agreement for any reason other than as provided in Section 5, the Customer will purchase at the time of deletion, design change, or termination, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the lesser of (a) six (6) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees: Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement: In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification: To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than as provided in Section 5, or terminated by Company for non-payment by Customer (but only after Company gives Customer written notice of such non-payment by certified mail and sixty (60) days to cure such non-payment) at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this Agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

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

If this Agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination. Notwithstanding the provisions of this paragraph to the contrary, Customer shall not be required to return any Merchandise that it is otherwise required to purchase upon termination pursuant to the terms of this Agreement.

15. E-VERIFICATION OF EMPLOYEES: Company represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this Agreement, that either: (1) The Company or subcontractor employs less than 25 employees; or (2) The Company or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25(5), to verify the work authorization of each employee.
16. Preaudit: Notwithstanding any provision in this Agreement to the contrary neither this Agreement and nor any expansion of services to be provided under this Agreement shall become effective or be considered binding until it has been preaudited as evidenced by the finance officer's signature on the preaudit certificate.

Participating Entity agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). PARTICIPATING ENTITY ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH PARTICIPATING ENTITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO

PROTECT USERS FROM INJURY OR DEATH. Participating Entity agrees to notify all employees and other agents of Participating Entity who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Participating Entity acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Participating Entity.

For high visibility garments, Participating Entity bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the Participating Entity will be charged the then current replacement value. Participating Entity acknowledges and understands that the garments alone do not ensure visibility of the wearer. Participating Entity further acknowledges that Contractor is relying upon Participating Entity to determine whether any garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Participating Entity acknowledges that Contractor has made no other representations, covenants or warranties whether express or implied, related to the garments.