

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 5, 2024NUMBER 137-2024

TITLE: A RESOLUTION AUTHORIZING A CONTRACT WITH CINTAS CORPORATION NO.2, CINTAS FIRE PROTECTION, 1705 US HIGHWAY 46, UNIT 8, LEDGEWOOD, NEW JERSEY 07852 TO PROVIDE FIRE ALARM MONITORING, FIRE EXTINGUISHER INSPECTIONS, MATERIALS AND SUPPLIES FOR ALL MUNICIPAL BUILDINGS THROUGH THE INTERLOCAL PURCHASING SYSTEMS (TIPS) CONTRACT #210304 COMMENCING JANUARY 1, 2024 THROUGH JULY 31, 2024 IN THE AMOUNT NOT TO EXCEED \$90,000.00.

WHEREAS, the City of Orange Township requires a firm to provide fire alarm monitoring, fire extinguisher inspections, materials and supplies to the City of Orange Township; and

WHEREAS, the City of Orange Township entered into a cooperative pricing agreement with The Interlocal Purchasing Systems (TIPS), a copy of which is attached hereto and made part hereof, to provide fire alarm monitoring, fire extinguisher inspections, materials and supplies for all Municipal Buildings; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto and made part hereof, certifying that monies are available in the Account No. 4-01-26-310-000-510 (\$30,000.00) and Account No. 4-01-26-310-000-528 (\$60,000.00) contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Cintas Corporation No 2.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the City of Orange Township are hereby authorized to enter into an agreement with aforesaid vendor for janitorial materials and supplies commencing January 1, 2024 through July 31, 2024 in an amount not to exceed \$90,000.00.

Adopted: **March 5, 2024**

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President



CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET/ CURRENT FUND

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Cintas Corporation No. 2
Address#1: 1705 US Highway 46
Unit 8

City: Ledgewood
State: New Jersey
Zip Code: 07852

Purpose: Fire alarm monitoring, extinguisher inspections and supplies

	Fund: Current	Current
Account Name :	BDG - Equip. Repair Mnt.	BDG - Contractual Services
Account Numbers(s):	4-01-26-310-000-510	4-01-26-310-000-528
Requested	30,000.00	60,000.00
Amount in temp. budget	7,500.00	15,000.00

Vendor ID: CINTA005

Purchase Order #: 24-00407

Amount not to exceed: \$90,000.00

Division Head

Date

Nile Clements

2/12/2024

Chief Financial Officer

Date

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 3, 2018

NUMBER 101-2018

TITLE: A RESOLUTION AUTHORIZING THE CITY OF ORANGE TOWNSHIP TO ENTER INTO A VOLUNTARY COOPERATIVE PRICING SYSTEM WITH THE INTERLOCAL PURCHASING SYSTEMS (TIPS) FOR THE PURCHASE OF GOODS AND SERVICES.

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into a voluntary cooperative pricing for its administration; and

WHEREAS, The Interlocal Purchasing Systems (TIPS), (the "Lead Agency") has offered voluntary participation in a cooperative pricing system for the purchase of goods and services; and

WHEREAS, this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the City of Orange Township.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor and the City of Orange is hereby authorized to enter into a voluntary Cooperative Pricing Cooperative Pricing System with the Lead Agency.

BE IT FURTHER RESOLVED that the Lead Agency shall be responsible for complying with the provisions of the Local Contracts Law (N.J.S.A. 0A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

BE IT FURTHER RESOLVED this resolution shall take effect immediately upon passage.

Adopted: April 3, 2018



**Madeline F. Smith
Deputy Municipal Clerk**



**Kerry J. Coley
Council President**

AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)

EMAIL PURCHASE ORDER TO: tipsusaorders@cintas.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

MARKETING

Cintas

CONTRACT: 210304 MRO (Maintenance, Repair and Operations of Facilities and Grounds) Supplies.

Equipment, Tool Rental, Sales and Services

End Date: Jul-31-2024

EDGAR COMPLIANCE : No

CONTRACT DOCUMENTS

- [Bid Request](#)
- [Bid Advertisement](#)
- [Bid Responders](#)

VENDOR DOCUMENTS

- [Vendor Contract](#)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CINTAS CORPORATION NO. 2
Trade Name:
Address: 6800 CINTAS BLVD
CINCINNATI, OH 45262-5737
Certificate Number: 0023447
Effective Date: May 25, 2000
Date of Issuance: June 19, 2020

For Office Use Only:
20200619113829389

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Cintas Corporation No. 2 (Contractor)
has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Kerry J. Coley	
Clifford Ross	
Weldon M. Montague, III	
Tency A. Eason	
Quantavia L. Hilbert	
Adrienne Wooten	
Jamie Summers-Johnson	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Scott D. Farmer	6800 Cintas Blvd., Mason, OH 45040

Part III - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cintas Corporation No. 2

Signed: [Signature] Title: Fire Scales Manager
Print Name: Christopher Pertican Date: 2/5/24

Subscribed and sworn before me the 7 day of February, 2006. [Signature: Karen Coghan]
(Affiant)
KAREN COGAN
My Commission expires: 12-9-2026 (Print name & title of affiant) (Corporate Seal)





Cintas Fire Protection
 1705 US Highway 46 Ledgewood NJ 07852
 TJ Nemeth
 Fire Protection Specialist
 c: 973-224-5313 f: 833-608-4307
 e: NemethT@Cintas.com

Alarm Monitoring Agreement

Customer Name: City of Orange		Effective Date:	
Monitored Address: 29 N Day St		City: Orange	State: NJ Zip: 07050
Phone: (973) 280-7652		Fax:	
Contact Name: Camell Townes	Contact Title: Superintendent	Contact Email: ctownes@orangenj.gov	
Billing Name: City of Orange		Billing Address: 29 N Day St	
City: Orange	State: NJ	Zip: 07050	Billing Phone: (973) 280-7652
AP Contact Name:		AP Contact Phone:	
AP Contact Email:		Payment Terms:	
Purchase Order: CHOOSE ONE		Payment Portal: <input type="checkbox"/> yes <input type="checkbox"/> no Name of Portal:	

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform Monitoring Services (as defined herein) for a commercial signaling system ("System") located at the Customer's premises listed on Schedule A of this Agreement (the "Premises") at the prices and on the terms and conditions ("Terms and Conditions" or "Terms") set forth in this Agreement.

SERVICE	# OF UNITS		PRICE		COST
Wireless Fire Alarm Monitoring	10	x	\$ 85.00	850.00	x 12 = \$ 10,200.00 /year
		x			x 12 = /year
		x			x 12 = /year
TOTAL ANNUAL COST				=	\$ 10,200.00 /year
Installation	10		\$ 150.00	/one time	\$ 1,500.00
Programming (waived with inspection)	10		\$ 150.00	/one time	\$ 0.00
				/one time	
TOTAL ONE TIME				=	\$ 1,500.00

Billing Frequency: Annual

Taxes, Permits, Parts, and Repairs are in addition to the prices quoted above

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS PRESENTED ON THE FOLLOWING PAGES 1-8 OF THIS DOCUMENT, INCLUDING SECTIONS RELATING TO DISCLAIMER OF WARRANTIES AND REPRESENTATIONS, CINTAS IS NOT AN INSURER, CINTAS LIMITATION OF LIABILITY AND INDEMNIFICATION OF CINTAS BY CUSTOMER. BY ENTERING INTO THIS AGREEMENT, INCLUDING ALLOWING CINTAS TO PROCEED WITH PROVIDING ANY GOODS OR SERVICES TO YOU, YOU ACKNOWLEDGE AND ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

TERMS AND CONDITIONS

1. **Annual Monitoring Fee.** Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Service Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Service Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30) days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Service Agreement Start Date; provided, that any increase shall not exceed the greater of 5% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
2. **Rented Cintas Net Equipment.** For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.
3. **False Alarms.** In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.

TERMS AND CONDITIONS

4. **Emergency Contact Information.** Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. **Term; Renewal.** The initial term of this Agreement is sixty (60) months from the Service Agreement Effective Date. The Agreement self-renews for successive equal periods, unless either party delivers written notice of termination of this Agreement to the other party at least sixty (60) days prior to any renewal date. In the event that this renewal provision is determined to be ineffective or unenforceable, the parties agree that this Agreement shall automatically be deemed to renew from month-to-month and that the monthly monitoring fee will be determined and due in accordance with Paragraph 1 of these Terms and Conditions unless either party delivers a written notice of termination of this Agreement to the other party at least thirty (30) days prior to any monthly renewal date.
6. **Cancellation.** Customer may terminate this Agreement or the Monitoring Service to any Premises covered by this Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Agreement, if this Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas \$1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. **Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement including, without limitation, Monitoring Services.
8. **Monitoring Services.** Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Agreement is limited. For the purposes of this Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas (in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/herself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile device, or phone of any type; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii)).

Customer acknowledges and agrees that Cintas's efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas responsible for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness's report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Agreement or the Monitoring Services (collectively, "Intellectual Property") are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, "Destruction") the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

TERMS AND CONDITIONS

9. **Run-Away System.** If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.
10. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED 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, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. 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 SIGNED BY CINTAS, OR EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, AND SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTIES 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 WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. 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 SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.
12. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND 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 FIRE SUPPRESSION ALARM, MONITORING OR OTHER SYSTEMS, OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S 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 ITSELF IN ANY SUCH ACTION.**
13. **DISCLAIMER/LIMITATION OF LIABILITY.** CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR

TERMS AND CONDITIONS

ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. **Central Control Panel.** Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. **Communication Path and Signals, Electrical Connections, and Systems.** Customer acknowledges and agrees that during the term of this Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. **NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM, CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.**
17. **Suspension of Service.** Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. **CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.**
18. **Delay or Interruption of Service.** Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. **Consent to Intercept, Record, Disclose and Use Contents of Communications.** Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. **Default of Customer.** In the event of any default by Customer, without limiting the rights of Cintas under this Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent (90%) of all payments which would be due under this Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. **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. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN THEM, 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 PART OF ANY OTHER PROCEEDING.** The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.
23. **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.**
24. **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.
25. **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, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
26. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.

27. **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; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. **Prior Agreements With Others.** Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that 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 portal or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitutes acceptance of any such updated Terms and Conditions and/or policies.
30. **Internet Services.** Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify information through the Internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. **Cross-Default.** If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. **Electronic Mail Notice.** If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. **Storage of Agreement and Information.** Customer authorizes Cintas to store or retain this Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. **Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.
35. **Consent to Communicate to Others.** Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.
36. **Taxes.** Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. **Time.** The parties agree that time is of the essence of this Agreement.
38. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.
- Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer," and "Limitation of Cintas's Liability; Liquidated Damages," respectively.
39. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the terms of this Agreement.

40. **Entire Agreement: Modifications.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. **Electronic Signatures: Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and all of its Terms.

Customer's Authorized Representative's Signature:

Customer's Authorized Representative's Name:

Title:

Cintas Authorized Representative's Signature:

Cintas's Authorized Representative's Name: TJ Nemeth

Title: Fire Specialist

SCHEDULE A
Alarm Monitoring Service Agreement

Customer's Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1	City of Orange	29 N Day St	Orange	NJ	07050	(973) 280-7662
2	Orange Police Department	29 Park St	Orange	NJ	07050	
3	Orange Fire Department	419 Central Ave	Orange	NJ	07050	
4	Brook Alley Garage	Brook Alley	Orange	NJ	07050	
5	Jackson St Garage	Jackson St	Orange	NJ	07050	
6	Food Bank		Orange	NJ	07050	
7	Lower Central Field House		Orange	NJ	07050	
8	Colgate Park Field House		Orange	NJ	07050	
9	Ropes Park Field House		Orange	NJ	07050	
10	Metcalf Park Field House		Orange	NJ	07050	
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Attach additional pages if necessary to list all monitored premises.



FIRE PROTECTION AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____

Participating TIPS Agency City of Orange Date _____
 Address 29 N Day St City Orange State NJ Zip 07050
 Phone _____

FIRE PROTECTION PRICING

Item #	Description	Unit Price
1 +/-	Fire Extinguisher Inspection (NFPA 10)	\$5.68 each
1 +/-	Flag-Tamper Seal	\$2.00 each
3 +/-	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
	Service Charge	\$48.68 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).
- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange Colgate Park Field House		Orange	NJ	07050	(973) 280-7652	Carnell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm		
Fire Sprinklers		
Backflow Prevention Devices		
Clean Agent Suppression		
Kitchen Suppression		
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ **CUSTOMER:** Please Sign Name _____
 By: _____ Please Print Name _____
 Title: _____ Please Print Title _____
 Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____

Participating TIPS Agency City of Orange Date _____
 Phone _____
 Address 29 N Day St City Orange State NJ Zip 07050

FIRE PROTECTION PRICING

Item #	Description	Unit Price
16 +/-	Fire Extinguisher Inspection (NFPA 10)	\$5.68 each
16 +/-	Flag Tamper Seal	\$2.00 each
5 +/-	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
	Service Charge	\$48.68 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).
- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange DPW Garage		Orange	NJ	07050	(973) 280-7652	Carnell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm		
Fire Sprinklers		
Backflow Prevention Devices		
Clean Agent Suppression		
Kitchen Suppression		
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ **CUSTOMER:**
 Please Sign Name _____
 By: _____ Please Print Name _____
 Title: _____ Please Print Title _____
 Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Date _____

Participating TIPS Agency City of Orange

Phone _____

Address 29 N Day St City Orange State NJ Zip 07050

FIRE PROTECTION PRICING

Item #	Description	Unit Price
20 +/-	Fire Extinguisher Inspection (NFPA 10)	\$1.68 each
20 +/-	Flag Tamper Seal	\$2.00 each
10 +/-	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
1	Fire Alarm Inspection (NFPA 72)	\$1,550.00
1	Kitchen Inspection (NFPA 17A)	\$113.58
2 +/-	Fusible Links	\$10.60 each
	Service Charge	\$48.68 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).

- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange Fire Department	419 Central Ave	Orange	NJ	07050	(973) 280-7652	Camell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm	Yes	Annual
Fire Sprinklers		
Backflow Prevention Devices		
Clean Agent Suppression		
Kitchen Suppression	Yes	Semi-Annual
Kitchen Exhaust Cleaning		
Grease Containment		

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____

Participating TIPS Agency City of Orange Date _____
 Address 29 N Day St City Orange State NJ Zip 07050
 Phone _____

FIRE PROTECTION PRICING

Item #	Description	Unit Price
1 +/-	Fire Extinguisher Inspection (NFPA 10)	\$3.68 each
1 +/-	Flag Tamper Seal	\$2.00 each
3 +/-	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
1	Fire Alarm Inspection (NFPA 72)	\$340.00
1	Kitchen Inspection (NFPA 17A)	\$113.58
2 +/-	Fusible Links	\$10.60 each
	Service Charge	\$48.68 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).
- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange Foodbank		Orange	NJ	07050	(973) 280-7652	Carnell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm	Yes	Annual
Fire Sprinklers		
Backflow Prevention Devices		
Clean Agent Suppression		
Kitchen Suppression	Yes	Semi-Annual
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ **CUSTOMER:** Please Sign Name _____
 By: _____ Please Print Name _____
 Title: _____ Please Print Title _____
 Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Date _____

Participating TIPS Agency City of Orange

Phone _____

Address 29 N Day St City Orange State NJ Zip 07050

FIRE PROTECTION PRICING

Item #	Description	Unit Price
4.75	Fire Extinguisher Inspection (NFPA 10)	\$5.68 each
4.75	Flux Tamper Seal	\$2.00 each
0.75	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
	Service Charge	\$48.68 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).

- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange Jackson St Garage		Orange	NJ	07050	(973) 280-7652	Camell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm		
Fire Sprinklers		
Backflow Prevention Devices		
Clean Agent Suppression		
Kitchen Suppression		
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ **CUSTOMER:** Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____

Participating TIPS Agency City of Orange Date _____
 Address 29 N Day St City Orange State NJ Zip 07050
 Phone _____

FIRE PROTECTION PRICING

Item #	Description	Unit Price
1 +/-	Fire Extinguisher Inspection (NFPA 10)	\$5.68 each
1 +/-	Flag Tamper Seal	\$2.00 each
7 +/-	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
1	Fire Alarm Inspection (NFPA 72)	\$230.00
	Service Charge	\$80.00 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).

This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange Lower Central		Orange	NJ	07050	(973) 280-7652	Carnell Townes

This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm	Yes	Annual
Fire Sprinklers		
Backflow Prevention Devices		
Clean Agent Suppression		
Kitchen Suppression		
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ **CUSTOMER:**
 Please Sign Name _____
 By: _____ Please Print Name _____
 Title: _____ Please Print Title _____
 Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____

Participating TIPS Agency City of Orange Date _____
 Address 29 N Day St City Orange State NJ Zip 07050
 Phone _____

FIRE PROTECTION PRICING

Item #	Description	Unit Price
1.175	Fire Extinguisher Inspection (NFPA 10)	\$1.68 each
2.072	Flag Tamper Seal	\$2.00 each
5.474	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
1	Fire Alarm Inspection (NFPA 72)	\$230.00
	Service Charge	48.68 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 18, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).

- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange Metcalf		Orange	NJ	07050	(973) 280-7652	Carnell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Alarm		
Fire Sprinklers		
Backflow Prevention Devices		
Clean Agent Suppression		
Kitchen Suppression		
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ CUSTOMER:
 Please Sign Name _____
 By: _____ Please Print Name _____
 Title: _____ Please Print Title _____
 Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____

Participating TIPS Agency City of Orange Date _____
 Address 29 N Day St City Orange State NJ Zip 07050
 Phone _____

FIRE PROTECTION PRICING

Item #	Description	Unit Price
13 +/-	Fire Extinguisher Inspection (NFPA 10)	\$5.68 each
15 +/-	Flag Tamper Seal	\$2.00 each
40 +/-	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
1	Fire Alarm Inspection (NFPA 72)	\$1,660.00
1	Annual Sprinkler Inspection (NFPA 25)	\$450.00
1	Quarterly Sprinkler Inspection	\$150.00 each
1	Backflow Preventor Inspection	\$155.00 each
	Service Charge	\$48.68

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).

- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange Police Department	29 Park St	Orange	NJ	07050	(973) 280-7652	Carnell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm	Yes	Annual
Fire Sprinklers	Yes	Quarterly
Backflow Prevention Devices	Yes	Annual
Clean Agent Suppression		
Kitchen Suppression		
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ **CUSTOMER:**
 Please Sign Name _____
 By: _____ Please Print Name _____
 Title: _____ Please Print Title _____
 Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____

Participating TIPS Agency City of Orange Date _____
 Address 29 N Day St City Orange State NJ Zip 07050
 Phone _____

FIRE PROTECTION PRICING

Item #	Description	Unit Price
1.1:	Fire Extinguisher Inspection (NFPA 10)	\$5.68 each
1.7:	Flag Tamper Seal	\$2.00 each
3.1:	Exit/Emergency Light 90 Minute Bym/Battery Load Test (NFPA 101)	\$12.98 each
	Service Charge	\$48.68 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).

- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange Colgate Park Field House		Orange	NJ	07050	(973) 280-7652	Camell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm		
Fire Sprinklers		
Backflow Prevention Devices		
Clean Agent Suppression		
Kitchen Suppression		
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ **CUSTOMER:**
 Please Sign Name _____
 By: _____ Please Print Name _____
 Title: _____ Please Print Title _____
 Accepted-GM: _____ Email _____



FIRE PROTECTION AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____

Participating TIPS Agency City of Orange Date _____
 Address 29 N Day St City Orange State NJ Zip 07050
 Phone _____

FIRE PROTECTION PRICING

Item #	Description	Unit Price
15 +/-	Fire Extinguisher Inspection (NFPA 10)	\$5.68 each
15 +/-	Tag Tamper Seal	\$2.00 each
40 +/-	Exit/Emergency Light 90 Minute Burn/Battery Load Test (NFPA 101)	\$12.98 each
1	Fire Alarm Inspection (NFPA 72)	\$1,660.00
8	Standpipe Inspection (NFPA 25)	\$45.00 each
1	Backflow Preventor Inspection	\$155.00 each
	Service Charge	\$46.68 per visit

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this fire protection agreement will commence with the actual start of services, regardless of the start date of the TIPS Vendor Agreement executed between Cintas Corporation No. 2 and The Interlocal Purchasing System on April 16, 2021 (TIPS RFP 210304 MRO) (the "Master Agreement"). In the event of any conflict between this agreement and the Master Agreement, the Master Agreement shall prevail except to the extent this agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by TIPS for the Master Agreement. 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).
- This agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name
City of Orange City Hall	29 N Day St	Orange	NJ	07050	(973) 280-7652	Carnell Townes

- This agreement covers the following inspection, testing and maintenance services (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers	Yes	Annual
Exit and Emergency Lighting	Yes	Annual
Fire Alarm	Yes	Annual
Fire Sprinklers	Yes	Annual
Backflow Prevention Devices	Yes	Annual
Clean Agent Suppression		
Kitchen Suppression		
Kitchen Exhaust Cleaning		
Grease Containment		

Cintas Loc. No: _____ CUSTOMER: _____
 Please Sign Name _____
 By: _____ Please Print Name _____
 Title: _____ Please Print Title _____
 Accepted-GM: _____ Email _____