



Service Location No. : *00366

MLRA/NA : _____ Account Number : _____

FLAME RESISTANT CLOTHING AGREEMENT

Contract No. : _____

Date : *02/08/2010

Customer Name : * West Lafayette Wastewater

DBA Name : _____

Delivery Address : * 500 S River Rd

Delivery Add Line 2: _____

City : * West Lafayette State: * Indiana Zip : * 47906 -4377 Phone : *(765) 775-5145

UNIFORM PRICING:

Item #	Description *	Department	Inventory		Change Delivery		Del Freq *	Price *	
			Item1/Tops *	Item2/Btms	Item1/Tops *	Item2/Btms			
06515	60694 SH / 70681 PT	FR Shirt & Jeans	4	11	2	5	W - Weekly Delivery	\$8.15	Delete
06515	60694 SH / 70681 PT	FR Shirt & Jeans	6	11	3	5	W - Weekly Delivery	\$8.95	Delete
82302	ULT CO WK M 9 131ULT	FR Coveralls	1	0	1	0	W - Weekly Delivery	\$2.00	Delete
00935	UNIFORM SHIRT	Workshirt	7	0	3	0	W - Weekly Delivery	\$1.90	Delete
00935	UNIFORM SHIRT	Workshirt	5	0	2	0	W - Weekly Delivery	\$1.36	Delete

Add Row

- This agreement is effective as of the date of execution for a term of months from the date of installation.*
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem \$ 1.00 ea • Company Emblem \$ 2.25 ea
- Custom Emblem \$ 2.95 ea • Embroidery \$ 3.95 ea (direct embroidery requires a buy back agreement)

Pricing of emblems is valid for initial installation only.

- COD Terms \$ 5.00 per delivery charge for prior service (if Amount Due is Carried to Following Delivery)
- Credit Terms - Charge Payments Due 10 Days After End of Month

AUTOMATIC LOST REPLACEMENT CHARGE DETAILS

Item #	% of Inventory	Price / ea	
			Delete
			Delete
			Delete

Add Row

- Minimum Charge: \$ 25.00 per delivery.*
- Make-up Charge: \$ 1.00 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 \$ 0.10 per garment per delivery.*
- Seasonal Sleeve Change \$ 0.10 per change 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. Shop towel container \$ 0.00 per delivery.
- Artwork Charge for Logomat \$ 125.00
- Uniform Storage

Lockers: N * \$ _____ ea/delivery

Laundry Lock-up: N * \$ _____ ea/delivery

Shipping: N * \$ _____

- Service Charge \$ 8.50 per delivery.*

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 per garment will be assessed for employees size changed within 4 weeks of installation.*
- Other: To include service and pricing for contract #47221, contract would be void and replaced with this new agreement

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq	Inventory	Price	
01802	3X5 SPRING STEP	W - Weekly Delivery	2	\$3.75	Delete
84035	3X10 BLACK MAT	W - Weekly Delivery	2	\$6.00	Delete
84302	3X5 SAFETY MAT	W - Weekly Delivery	2	\$3.00	Delete
84315	3X5 RED MAT	W - Weekly Delivery	1	\$3.00	Delete
84335	3X5 BLACK MAT	W - Weekly Delivery	2	\$3.00	Delete

Add Row

By signing this agreement, I also authorize Cintas to check my credit to determine payment terms for this agreement.

Cintas Location No :00366

I agree that I am authorized to sign on behalf of the company.

Cintas Sales Rep Name : * Ryan Gard

Please Print Name : * John Dennis

Title : * Sales Representative

Please Print Title: * Mayor

Sign Document



FLAME RESISTANT CLOTHING AGREEMENT

The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement, all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

All garments will be cleaned and maintained by Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufactures market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.

Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

Additional Customer employees, products and services may be added to this agreement and shall automatically become part of and subject to the terms herein. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the value of same, have been returned to Company. All garments and other rented items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If rental items are lost or destroyed by any means, Customer will pay the then current replacement values for said items.

This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing 180 days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, Company will automatically increase the uniform pricing then in effect by the amount of the increase 3%.

Should Customer require garment sizes that are outside the standard size range for a specific product (unusually small or large sizes and/or unusually short or long sleeve or body length, etc.), Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.

Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame-resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garments to function as flame-resistant.

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 any material complaint in a reasonable period of time, Customer may terminate this agreement provided all non-standard rental items are paid for at the then current replacement values.

Customer has ordered from Company a garment rental service requiring flame-resistant garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under the Uniform Pricing section of the Contract. If Customer deletes any non-standard product, alters the design of the non-standard product, fails to renew this agreement, or this agreement is terminated for documented quality of service reasons which are not cured as set forth above, Customer agrees to buy back all non-standard products allocated to Customer that the Company has in service and out of service at the then current replacement values. If Customer cancels this agreement prior to the applicable expiration date for any other reason, or Company terminates this agreement for cause, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term or buy back all the garments allocated to the customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

In consideration of the sizeable investment Company is making in flame-resistant garments, Customer guarantees Company minimum weekly revenue equal to 70% of the initial invoice; provided, however, the minimum weekly revenue amount will increase by an amount equal to 70% of any increases in the weekly invoice.

Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.

Terms and Conditions Reviewed

BUY BACK AGREEMENT

Non-Standard Product

Document Not Required

West Lafayette Wastewater (Customer) orders from CINTAS CORPORATION ("Company") or any of its subsidiaries a garment rental service for employees requiring garments that are not standard to Company's normal rental product line.

In the event non-standard products are returned to Cintas for reasons other than normal wear, the Customer agrees to buy back all non-standard products assigned to that employee at the rate listed below as the buy back rate.

If the item as the buy back rate below

Document Not Required

In the event the customer deletes the non-standard product, alters the design of the non-standard product, below terminates the rental agreements or fails to renew the rental agreement, the Customer agrees to buy back all the remaining non-standard products that Company has in-service and out-of-service at the rate listed as buy back rate.

Non-Standard Product *	Buy Back Rate *	Delete

Add Row

I agree that I am authorized to sign on behalf of the company.

Cintas Location # : 00366

Document Not Required

Name : _____

Title : _____

Date : 02/02/2010

Company : West Lafayette Wastewater

Date : 02/02/2010

Sign Document

Document Not Required

BUY BACK AGREEMENT

Special Size Garments

Document Not Required

West Lafayette Wastewater * (Customer) orders from CINTAS CORPORATION ("Company") or any of its subsidiaries a garment rental service for employees requiring special size garments.

The customer agrees to pay a one-time make-up charge of \$ _____ * per special size garment put into service and a _____ * % premium over the standard rental rate. In the event an employee requiring a special size garment discontinues service for any reason, the customer agrees to buy back the garments at the rates listed as buy back rate below.

Employee Name *	Special Size Garment Required *	Buy Back Rate *

Delete

Add Row

I agree that I am authorized to sign on behalf of the company.

Cintas Location # : 00366

Name : _____

Date : 02/02/2010

Name : _____

Title : _____

Company : West Lafayette Wastewater

Date : 02/02/2010

Sign Document

SIZING SHEET

Document Not Required

Company Name : West Lafayette Wastewater

Phone Number : (765) 775-5145

Contact Name : David Henderson

Department:

Emp #	First Name	Last Name	Name for Line 1		Item #	Item 1/Tops			Item 2/Bottoms			Employee Signature
			Name for Line 2			Clr	Slv	Size	Clr	Waist	Lgth	
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Next Department

Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples." A charge of \$ 5.00 per garment will be assessed for employees size changed within 4 weeks of installation.

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Sign Document