

AMENDMENT TO CINTAS AGREEMENT

This Contract Amendment is made and entered into this 19th day of August, 2015 ("Effective Date") between Yadkin County, North Carolina ("County") and Cintas ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree to amend the Cintas Services Agreement Effective August 19th, 2015 as follows:

1. The term of the contract will be increased August 19, 2015 at an additional cost of six hundred fifty-two dollars (\$652.00). Client agrees to pay CINTAS within 30 days of receiving an invoice.
2. All other terms and conditions set forth in the original agreement shall remain in effect for the duration of the contract.

THE COUNTY

BY: 

Name: Lisa L. Hughes

Title: County Manager

THE PROVIDER

BY: CintasName: James JohnsonTitle: Market Development Rep

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.





FACILITY SERVICES RENTAL SERVICE AGREEMENT

1. 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 facility services rental services during the term of this agreement, all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 62 weeks billing per rental item per year.
2. All items will be cleaned and maintained by Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means, Customer will pay for said items at the then current replacement values.
4. 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.
5. 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, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the products/services. Should Customer discontinue bundling, pricing may be increased to the non discounted pricing.
6. 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 claims arising from defective products.
7. **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 rental items are paid for at the then current replacement values or returned to Company in good and usable condition.**
8. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all Facility Services Products allocated to 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.
9. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
10. Customer certifies that Company is in no way infringing upon any existing contract between Customer and another service provider.