

Compliance Awareness

Location: CINTAS FIRE 636525
Loc: D26
Route: 16

Invoice No.: 0D26572043
Invoice Date.: 07/23/2019
Payment Term.: COD
Customer No.: 18218
Invoice Type: CC-S
PO No.:
Service Visit No.: 6100562

Remit To:
CINTAS FIRE 636525
P.O. BOX 636525
CINCINNATI, OH 452636525
(248) 817-3800

Bill To:
I3 DETROIT
1481 WORDSWORTH ST
FERNDAL, MI 482203510

Serviced:
I3 DETROIT
1481 WORDSWORTH ST
FERNDAL, MI 482203510

WHILE SERVICING YOUR FIRE PROTECTION EQUIPMENT, WE CONDUCTED YOUR COMPLIMENTARY REVIEW OF YOUR FACILITY TO CHECK FOR POTENTIAL DEFICIENCIES WITH CODE COMPLIANCE. ONLY THE DEFICIENCIES THAT WERE READILY OBSERVABLE ARE NOTED BELOW. CINTAS RECOMMENDS TO TAKE IMMEDIATE ACTION TO CORRECT ANY DEFICIENCY NOTED.

THE REVIEW IS NOT INTENDED TO REMOVE FORMAL AND COMPREHENSIVE CODE COMPLIANCE SURVEY OF YOUR ENTIRE PREMISES. IT IS DESIGNED TO BRING YOUR ATTENTION TO POSSIBLE DEFICIENCIES WITH YOUR CURRENT FIRE PROTECTION PROGRAM AND HIGHLIGHT PRODUCT AND SERVICE THAT COULD ENHANCE YOUR ORGANIZATION'S FIRE PREVENTION AND SAFETY PLAN.

Item	Compliance Issue Noted
CAR10	EMERGENCY AND EXIT LIGHTS REQUIRE ANNUAL TESTING AND INSPECTION (NFPA 70)

PLEASE CALL US AT NUMBER SHOWN ABOVE IF YOU HAVE ANY QUESTION REGARDING THIS REPORT, OR IF YOU WOULD LIKE US TO HELP YOU CORRECT ANY OF THE ISSUES NOTED.

Surveyed By: Young, Jeremy
Date Completed: 07/23/2019

Thank You for Your Business

Customer acknowledges that all work has been completed and that all work is subject to the Terms and Conditions indicated on the reverse hereof.

TERMS NET 10

Fire Protection Service Report

Cintas Fire Protection TROY, MI (248) 817-3800

Cintas is your single source for all your fire protection needs - www.cintas.com
 Fire Extinguishers - Fire Alarms - Sprinkler Systems - Emergency & Exit Lighting
 Kitchen Suppression Systems - Special Hazards Suppression Systems

CUSTOMER INFORMATION

I3 DETROIT	18218	SERVICE DATE : 07/23/2019	
1481 WORDSWORTH ST	FERNDAL	MI	482203510
FIRE TECHNICIAN : Jeremy Young			

PORTABLE EQUIPMENT - SERVICED: (12)

EQUIPMENT-SERVICES	Monthly	Annual	Recharge	Internal	Hydro-Test	Other
10 LB ABC DRY CHEM	0	6	0	0	1	0
10 LB CARBON DIOXIDE	0	1	0	0	0	0
5 LB ABC DRY CHEM	0	1	0	0	1	0
5 LB CARBON DIOXIDE	0	2	0	0	0	0

SERVICED BY: Jeremy Young | ACCEPTED BY: SEAN

Customer acknowledges that all work has been completed and that all work is subject to the Terms and Conditions indicated on the reverse hereof.

TERMS NET 10

Service Invoice

Location: CINTAS FIRE 636525
Loc: D26
Route: 16
Acct#: 18218
Acct Zip: 48220

Invoice No.: 0D26572043
Invoice Date.: 07/23/2019
Payment Term: COD
Customer No: 18218
Invoice Type: CC-S
PO No:
Service Visit No: 6100562

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P.O. BOX 636525
CINCINNATI, OH 452636525
(248) 817-3800

Bill To:
I3 DETROIT
1481 WORDSWORTH ST
FERNDAL, MI 482203510

Serviced:
I3 DETROIT
1481 WORDSWORTH ST
FERNDAL, MI 482203510

PAID BY CREDIT CARD

PLEASE REMIT PAYMENT FROM THIS INVOICE. WE ACCEPT
CREDIT CARDS AND CHECK BY PHONE, IF YOU HAVE A
QUESTION REGARDING BILLING PLEASE CONTACT
248-817-3800, IF YOU WOULD LIKE TO MAKE A PAYMENT
PLEASE CONTACT KRISTINE AT 570-891-0419.
BY SIGNING THIS DOCUMENT, I HEREBY REPRESENT I
HAVE THE AUTHORITY TO ENTER INTO THIS CONTRACT
ON BEHALF OF MY EMPLOYER.

Customer acknowledges that all work has been completed and that all work is subject to the Terms and Conditions indicated on the reverse hereof.

TERMS NET 10

Service Invoice

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PAID BY CREDIT CARD

Item	Qty	Description	Unit Price	Net Amount	Tax
CONT	1	CONTINUITY TEST, CO2 HOSE	6.13	6.13	N
DC10	1	RECHARGE, 10# DRY CHEMICAL	18.89	18.89	N
DC5	1	RECHARGE, 5# DRY CHEMICAL	18.89	18.89	N
EEOR	2	O RING ASSEMBLY	5.22	10.44	Y
EESEAL	12	FLAG SEAL/TAMPER INDICATOR	0.80	9.60	Y
EEVSC	2	VERIFICATION SVC COLLAR	3.23	6.46	Y
EEVSTEM	2	VALVE STEM ASSEMBLY	13.34	26.68	Y
HST	2	HYDROTEST	1.00	2.00	N
IN	12	FIRE EXTINGUISHER INSPECTION, FLAT RATE	5.25	63.00	N
SC	1	SERVICE CHARGE	38.00	38.00	Y

Sub Total: 200.09

Tax: 5.47

Total: 205.56

Amount Received: 205.56

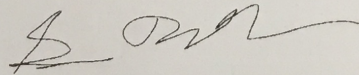
CC#: 719

PLEASE PAY ==>

Balance Due: 0.00

Work Authorized by: SEAN
 Work Signed by: SEAN

Work Performed by: Young, Jeremy
 Date Completed: 07/23/2019

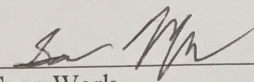
Signature: X 

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TERMS NET 10

Sean Work
Safety and Compliance Coordinator
I3 Detroit
1481 Wordsworth St.
Ferndale, MI 48220

I conducted a test of the emergency lights at 1481 Wordsworth St. on Tuesday, July 23, 2019. The emergency lights at the front door, side door on B side, and back door on B side were all functioning properly.

 7/24/19
Sean Work



Location #
Customer #

Fire Protection Services Agreement

Fire Extinguishers / Emergency Lighting / Restaurant / Industrial Systems / Fire Alarms / Fire Sprinklers

Customer Name: i3 Detroit ("Customer") Effective Date: 5/30/19

Service Address: 1481 Wordsworth St. City: Ferndale State: MI Zip: 48220

Phone: (248) 910-4531 Fax: Sean Work

Contact Name: Jody Raiford Contact Title: _____ E-mail: sean.g.work@gmail.com
jody.raiford@i3detroit.org

Billing Name: i3 Detroit Billing Address: 1481 Wordsworth St.

City: Ferndale State: MI Zip: 48220 Billing Phone: (586) 580-1777 Billing Fax: _____

AP Contact Name: Melissa Gilchrist AP Contact E-Mail: treasurer@i3detroit.org

Payment Terms: COD PO/Blanket PO# _____ PO Date: _____

Quantity	Service Description	Next Service Date	Frequency	Cost
	Service charge		Per visit	\$38
13±	Extinguisher insp.	June 2019	Annual	\$5.25 ea.
5±	E-light insp.	June 2019	Annual	\$12 ea. <i>300</i>
1	6-yr. main./hydrostatic test of 5# or 10# ABC ext.		6-years	\$43 ea.
TBD	new 10# ABC ext. installation of new ext.	*as needed* 1 time		\$75 ea. \$10 ea.

Special Notes: Customer will be charged for all additional costs such as 6-yr. main., hydrostatic test, recharge, bulbs + batteries, disposal

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

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS ALL OF THE FOLLOWING TERMS AND CONDITIONS ON PAGES 2-4 OF THIS DOCUMENT, INCLUDING PARAGRAPHS 15-18, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Quoted for Cintas Fire Protection By: 	Accepted for Customer / Purchaser By:
Signature:	Signature: _____ Date: <u>7/16/19</u>
Cintas GM Approval:	
This Agreement not for use for Monitoring Services	

If Customer believes there is a deficiency in any good or service provided by Cintas under this Agreement, Customer shall notify Cintas in writing of the claimed deficiency. If the notified deficiency is not corrected within the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered and allow the Cintas 30 days from the date the written complaint is received to remedy the claimed deficiency. If the notified deficiency is corrected to the reasonable satisfaction of Customer, Customer may continue to use the goods and services provided under this Agreement, but the Customer shall pay any outstanding charges for services rendered.

13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. **Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services set hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.

15. **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, 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 system at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. 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 OTHER WARRANTIES, 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 (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**

16. **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 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 OR 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 two million dollars (\$2M) per incident, 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 under 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, deductibles, 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 AGREES TO SHIELD THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. 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, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEE OR ASSIGNEES OF CUSTOMER'S RIGHTS. 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. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.**

17. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEMS). 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 it in any such action.

18. **LIMITATION OF CINTAS'S LIABILITY. LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES.** If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES.** Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

19. **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 or infringe upon any contract with or obligation to any other person or party. 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, attorney's 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.

20. **Prevailing Wage/Living Wage.** Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any of all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to comply with any such Wage Statute, as well as Cintas's costs and attorney's fees incurred in responding to or defending any such claim.

Customer Initials LA-M