



Cintas Fire Protection

Fire Protection Services Agreement Fire Extinguishers | Emergency Lighting

Customer Name: Cobblestone Condo HOA (Customer) Effective Date: JUNE

Service Address: 604 granite St /602 Granite St City: Frisco State: co Zip: 80443

Phone: 719-651-8481 Fax:

Contact Name: Joe Casias Contact Title: POC E-mail: jcasias@comcast.net

Billing Name: Joe Casias Billing Address: 10640 Flying F RD

City: Fountain State: CO Zip: 80817 Billing Phone: 719-651-8481 Billing Fax:

AP Contact Name: Joe Casias AP Contact Phone: 719-651-8481

AP Contact Email: jcasias@comcast.net Payment Terms: NET 10

Purchase Order: — Payment Portal: No Yes Name of Portal: Name of portal

QUANTITY	SERVICE DESCRIPTION	NEXT SERVICE DATE	FREQUENCY	COST
	SERVICE CHARGE		PER TRIP	\$126.50/ea
~3-4	Annual Fire Extinguisher Inspection Per NFPA 10	June	Annual	\$17.40/ea
Decline	Monthly Fire Extinguisher Inspection Per NFPA 10			
N/A	Annual Exit and Emergency Light Inspection Per NFPA 101			
N/A	Monthly Exit and Emergency Light Inspection Per NFPA 101			

Customer must authorize any service work with extinguishers recharge, 6 year hydro, replacement before completed.

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 PAGE OF THIS DOCUMENT. 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.

Quoted for Cintas Fire Protection By:	Accepted for Customer / Purchaser By:
Cintas Rep Name / Title: Eric Weidner	Customer Name / Title: Joe Casias
Signature:	Signature: <i>Joe Casias</i> Date: Jun 12, 2023

TERMS AND CONDITIONS

These Terms and Conditions (these "Terms") are the only terms which govern the provision goods and services by Cintas Corporation No. 2 dba Cintas Fire Protection ("Cintas") to the customer identified on the order form ("Order Form") attached hereto ("Customer"). By ordering the goods or services related to fire extinguishers and emergency lighting set forth on the Order Form (the "Fire Protection Services"), Customer shall be deemed to have agreed to these Terms. Any additional goods or services are subject to a separate agreement and the terms conditions found at <http://Cintas.com/firecontract>. The Order Form and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase. The effective date of this Agreement is the earlier of the date that this Agreement is signed by Customer or that Cintas provides Fire Protection Services to Customer ("Effective Date").

- Term; Renewal.** The term of this Agreement is one year following the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any additional Fire Protection Services without execution of a new agreement, Customer agrees that such work is subject to and limited by these Terms. In such circumstances, Customer agrees that Cintas may increase prices for services annually at a rate not to exceed six percent. Customer shall pay the price in effect at the time the service is delivered.
- Payment Terms.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of. Any invoice not paid when due shall be subject to a late charge of 1.5% per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within 10 days of invoice date unless otherwise stated. Title to all goods shall remain in Cintas' name until Customer has paid Cintas in full.
- Subcontracting.** 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.
- 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.
- Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold 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.
- Disclaimer of Warranties and Representations.** 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 the Fire Protection Services, their 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 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. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS' SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE.
- Cintas not an insurer. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. It is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses, and damages, including related to the Goods. Customer releases and waives all rights of recovery against Cintas by way of subrogation. CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF THE GOODS TO OPERATE EFFECTIVELY OR AS DESIGNED.
- 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 (THE "CINTAS PARTIES") 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 GOODS. 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 THE CINTAS PARTIES 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 A CINTAS PARTY. Cintas reserves the right to select counsel to represent it in any such action.
- Limitation of Cintas' Liability.** Customer acknowledges that Cintas' service fees/purchase prices are based on the value of 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 Goods 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' SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS' 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. 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. No Cintas Party shall be liable to the Customer 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. ANY ACTION BY CUSTOMER AGAINST A CINTAS PARTY MUST BE COMMENCED WITHIN ONE YEAR OF DELIVERY OF THE GOODS OR SERVICES 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.
- Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; pest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
- 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.
- 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 administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, 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 A PART OF ANY OTHER PROCEEDING. 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.
- Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
- 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' 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 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 the Terms and Conditions.
- Miscellaneous.** 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. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. 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 section. 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 assign.


Cobblestone Condo HOA

Final Audit Report

2023-06-12

Created:	2023-06-12
By:	Eric Weidner (WeidnerE@cintas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9H1HN8urlDoXtegvx0FKjbPLaBb0Q8oX

"Cobblestone Condo HOA" History

-  Document created by Eric Weidner (WeidnerE@cintas.com)
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-  Signer jcasias@comcast.net entered name at signing as Joe Casias
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-  Document e-signed by Joe Casias (jcasias@comcast.net)
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-  Agreement completed.
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