



Cintas Fire Protection  
 12771 Westlinks Drive  
 Fort Myers, FL 33913  
 (239) 693-8722-Office  
 (239) 693-8792

## Alarm Monitoring Service Agreement

**Customer Name:** Bell Tower Park-Clubhouse-Wireless      **Effective Date:** 11/6/2015  
**Monitored Address:** 5100 Bell Tower Park Blvd **City:** Fort Myers **State:** FL **Zip:** 33912  
**Phone:** (239) 774-0723 x-220 **Fax:** (239) 775-0723 **Contact Name:** Pat Murray  
**E-mail:** p.murray@cmgflorida.com

**Billing Name:** \_\_\_\_\_  
**Billing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Billing Phone:** \_\_\_\_\_ **Billing Fax:** \_\_\_\_\_

Cintas Fire Protection, a division of Cintas Corporation ("Cintas"), agrees to perform Monitoring Services (as defined herein) for a commercial signaling system ("System") located at the Customer's premises listed above (the "Premises") at the prices and on the terms and conditions set forth in this Agreement as follows.

Service	# of Units		Price		Cost
WIRED(telephone/IP)		X	\$ / month	X 12 =	\$ /Year
WIRELESS (RF) CintasNet Rented Unit	1	X	\$ 69.00 / month	X 12 =	\$ 828.00 /Year
Wireless Cellular		X	\$ / month	X 12 =	\$ /Year
<b>TOTAL ANNUAL COST</b>				=	<b>\$ 828.00/Year</b>
CintasNet Unit if Sold		X	\$ / one time	=	\$
Activation Fee		X	\$ / one time	=	\$
Programming/ Permits/ Other	1	X	\$ 300.00/ one time	=	\$ 300.00
<b>TOTAL ONE TIME</b>				=	<b>\$ 300.00</b>

**Billing Frequency:** Annual

1. **Annual Monitoring Fee:** The one-time service activation fee and first periodic payment are due 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 6% 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 CintasNet Equipment:** For rented CintasNet units, Cintas shall at all times retain exclusive ownership, title and control of the CintasNet units. The Customer shall pay for repairs or replacement of the CintasNet units required for any reason other than ordinary wear and tear on a time and material basis at the then prevailing charges for Cintas. For avoidance of doubt, "ordinary wear and tear" does not include degraded, obsolescent or end of useful life units.

Customer Initial

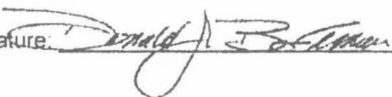
3. **False Alarms:** In the event the System is activated, unless directly caused by Cintas during a service inspection, for any other reason whatsoever, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court or administrative agency

4. **Emergency Information:** Customer shall (i) furnish all contact information and (ii) make changes to the contact information as appropriate by submitting their current information in writing to the servicing Cintas location

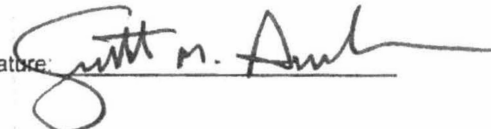
5. **Term; Renewal:** The initial term of this Agreement is thirty-six (36) months from the Service Agreement Start Date and self-renews for successive twelve (12) month periods, unless either party delivers written notice of termination of this Agreement at least thirty (30) days prior to any renewal date; provided, however, in the event this renewal provision is not effective for any reason whatsoever, the parties agree that this Agreement shall automatically be deemed to renew from month-to-month unless either party delivers a written notice of termination of this Agreement 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 for its convenience at any time with a thirty (30) 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 hereunder 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, and Cintas shall have no further obligation to perform Monitoring Services under this Agreement or at law or in equity on and after the termination date either under this Agreement or for the Premises, as appropriate pursuant to the notice. In addition, for rented CintasNet Units, on and after the last date of Monitoring Service, Customer shall, during regular business hours, permit Cintas access to the Premises to remove any and all CintasNet units, which shall be undamaged and in good and proper working order in the sole and absolute discretion of Cintas; provided, that Customer shall pay \$1,500 per CintasNet unit that is damaged or is not in good and proper working order after it is removed from the Premises.

7. **NOTICES TO CUSTOMER.** CUSTOMER ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY SECTIONS HEREOF. TERMS AND CONDITIONS ON PAGES 3-4 ARE AN INTEGRAL PART OF THIS AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Customer's Authorized Representative's Signature:  Date: 11/18/15

Customer's Authorized Representative's Name: Donald J. BOREMAN Title: VP TREASURER

Cintas Authorized Representative's Signature:  Date: 11-19-2015

Cintas Authorized Representative's Name: SCOTT M. ANDERSON Title: SALES

**SEE PAGES 3-5 FOR ADDITIONAL TERMS AND CONDITIONS**

8. **Subcontractors.** Cintas may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Cintas. Subcontractors are independent companies and have no affiliation with Cintas. Customer hereby irrevocably appoints Cintas as its agent to communicate with the subcontractor concerning all matters related to this Agreement including, without limitation, Monitoring Services.

9. **Monitoring Services.** Monitoring service consists solely of monitoring service personnel ("Operator") calling by telephone the telephone numbers supplied by Customer in writing ("Proper Authorities") within a reasonable period of time under the circumstances at the monitoring facility after signals which are identified in writing ("Listed Codes") appear on the Operator's computer screen or when voice communication requesting assistance is received by an Operator from the Premises ("Monitoring Service"). No Monitoring Service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code and prior to telephoning Proper Authorities, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers or electronic mail addresses provided by Customer in writing as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code to Proper Authorities, and (b) upon receipt of an abort code or oral advice to disregard the receipt of a Listed Code, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an abort code or oral advice to disregard the receipt of the Listed Code. Cintas' efforts to notify Proper Authorities shall be satisfied by advice by telephone to 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 or data communications. If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only.

10. **Run-Away Systems.** In the event Cintas notifies Subscriber by telephone, electronically or otherwise that its System is excessively transmitting signals to Cintas' monitoring facility (a "Run-Away System") and Subscriber 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, Subscriber agrees to pay to Cintas its then prevailing charges for each signal transmitted to Cintas' monitoring facility by the Run-Away System.

11. **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 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. IN THE EVENT THAT THE CUSTOMER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, CUSTOMER MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD CINTAS OR REPRESENTATIVES AS AN INSURER.

12. **No Warranties or Representations by Cintas.** Customer acknowledges and agrees that Cintas has not made any representation or warranties to Customer regarding the System at the Premises, its fitness for any purpose 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. 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.) and all required dedicated electrical connections to the System and equipment necessary or as required per applicable local, state, NFPA, insurance and other standards and codes.

13. **Suspension of Service.** Customer agrees that (a) Cintas' obligations hereunder are waived automatically without notice, and (b) 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, 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 on request of Customer and this shall be the limit of Cintas' liability.

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 replaced, if necessary, or reprogrammed so that it is fully accessible and useable by Cintas or replaced by Cintas at an additional charge to Customer.

15. **Delay or Interruption of Service.** Cintas and its subcontractors shall not be liable for delays in or interruption of Monitoring Service caused by riots, strikes, insurrections, earthquakes, lightning, storms, hurricanes, tornadoes, interruption of communications including but not limited to telephone, cable, cellular, satellite, internet, radio service or malfunction, acts of God, social instability or other causes beyond the reasonable control of Cintas or its subcontractors ("Force Majeure") and all Monitoring Services shall be suspended during Force Majeure.

16. **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"), hereby consents to Cintas and any subcontractor recording, retrieving, reviewing,

copying, disclosing and 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

17. **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, (ii) ninety percent (90%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and 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

18. **Governing Law** This Agreement shall be governed by the laws of the State of Ohio. The parties irrevocably agree that the courts of the State of Ohio in Hamilton, Ohio (the "Courts") shall have exclusive venue and jurisdiction over the parties with respect to any dispute between the parties related to this Agreement. In any action commenced by either party, the party against whom a claim is made waives personal service of any legal process and consents that service of process may be made by the United States Postal Service, by certified mail or registered mail return receipt requested or by a national overnight courier service, e.g., Federal Express

19. **Limitation of Action** Any action by Customer against Cintas or any subcontractor must be commenced in a court of competent jurisdiction within one year of the accrual of the cause of action or the action shall be barred. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN THEM

20. **INDEMNIFICATION** CUSTOMER AGREES (A) THAT CINTAS AND REPRESENTATIVES SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO DESIGNATE ITS OR THEIR ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM, AND (B) TO PROTECT, INDEMNIFY, DEFEND (UPON THE REQUEST OF CINTAS OR REPRESENTATIVES) AND HOLD HARMLESS CINTAS AND REPRESENTATIVES FROM AND AGAINST AND PAY (WITHOUT ANY CONDITION THAT CINTAS OR REPRESENTATIVES FIRST PAY) FOR ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES INCLUDING, WITHOUT LIMITATION OR EXAMPLE, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR REPRESENTATIVES BY OR DUE TO ANY CLAIM BY ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION OR EXAMPLE, CUSTOMER'S INSURANCE COMPANY OR CUSTOMER'S EMPLOYEES OR THE PERSONAL REPRESENTATIVE OF ANY EMPLOYEE (NOTWITHSTANDING ANY PROTECTIONS OTHERWISE AFFORDED CUSTOMER UNDER ANY WORKER'S COMPENSATION ACT, LAW OR REGULATION), FOR ANY EXPENSE, LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, REAL OR PERSONAL, ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF BREACH OF THIS AGREEMENT, RECORDING OF COMMUNICATIONS, VIDEO SURVEILLANCE/RECORDING, ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES, PRODUCT OR STRICT LIABILITY, OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY

21. **Authorized Representative 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, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms

22. **Assignment** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which consent will not be unreasonably withheld. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns

23. **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 in writing and executed and delivered by an authorized representative of each party

24. **Warranties** THERE ARE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES BY CINTAS OR ANY SUBCONTRACTOR, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

25. **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 provisions of this Agreement at such time or will be deemed a waiver of such provision at any other time

26. **Severability** The invalidity or unenforceability of any provision or section of this Agreement, or a portion of a section, shall not affect the validity or enforceability of any other provision or section, provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Cintas shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to customer


27. **Prior Agreements With Others** Customer represents and warrants that (a) its cancellation or termination of any contract, or (b) 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 and Representatives from and against and pay (without any condition that Cintas or Representatives 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.

28. **U.L. Certificated Systems** In the event the System is U.L. certificated, Customer shall pay Cintas' prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Cintas dispatches an agent, Customer shall pay Cintas' prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Cintas agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at Cintas' then prevailing charges

29. **Internet Services** Cintas hereby grants to Customer a non-exclusive, non-transferable license to use the Cintas' website, internet site, and software to access, input, delete and modify Information through the internet. Except for Customer's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Cintas, (c) use of the license or the Information 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 the 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 website, internet site and software and cancel all passwords or other access codes

30. **Cross-Default** In the event Cintas and Customer are 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 between the parties permitting Cintas to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Cintas

31. **Email Notice** In the event Customer elects to receive automatic email 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' central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Cintas' equipment or software, and (II) Cintas is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Cintas' or Representative's sole, joint or several negligence of any kind or degree

Customer Initial 

32. 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 the sole and absolute discretion of Cintas, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media
33. 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
34. Consent to Communicate to Others Customer hereby 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, provided, further, 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
35. 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)
36. Time The parties agree that time is of the essence of this Agreement

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