



Location No. \_\_\_\_\_

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

- 1. Scope of Agreement. During the term of this Agreement, AlSCO (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto, as such Schedule A may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods which require replacement during the term of this Agreement because of normal wear and tear shall be replaced by Supplier at Supplier's sole cost and expense.
2. Term. This Agreement shall remain in full force and effect for a period of 24 months, commencing on the date of installation of the goods, and shall be automatically renewed for three consecutive 12 month periods thereafter unless either party shall give to the other party written notice of termination by registered mail at least 90 days prior to the expiration of the term then in effect.
3. Charges. In consideration for the services and goods provided hereunder, Customer agrees to pay the charges set forth on the Schedule attached hereto and other charges which may become applicable. The description of the charges shown on Schedule A and other charges that may be applicable is located on the reverse side of this Agreement and any updates to that list at www.Alsco.com All charges are based on 52 weeks per year whether or not service is actually used. The Service Charge will be used to help AlSCO pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset and to provide general revenue to AlSCO.
4. Price Adjustments. On the first anniversary date and annually thereafter, Customer agrees that Supplier may increase prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices more frequently than annually or by more than 5% or the CPI as provided above ("Additional Price Increases"), Supplier shall notify Customer of the Additional Price Increase as provided above. Customer has the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement and Customer shall comply with Section 9.
5. Payment and Credit. All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month in which delivery is made (the due date). A FINANCE CHARGE of 1 1/2 % per month or 18% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full. If full payment on a credit account balance is not made within 30 days of the due date, Supplier may elect to revoke credit privileges and continue to supply merchandise under this Agreement on a cash-on-delivery basis only.
6. Representation and Indemnity. Customer acknowledges that goods supplied pursuant to this Agreement are designed only for general purpose use in working with non-hazardous materials, and that the goods are not flame retardant or treated to resist acids or other caustic or hazardous materials. Customer represents that the goods sh Wash Cloth Premier sources is possible. Customer expressly agrees to indemnify and hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation.
7. Title to Goods and Replacing Lost or Damaged Goods. It is understood by the parties that all goods supplied under this Agreement are, and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer shall be responsible for all goods which are lost, destroyed, stolen or not returned as required herein, and with respect to such lost, destroyed, stolen or non-returned goods Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier has the right to enter upon Customer's premises to remove or take inventory of its goods at any time during Customer's regular business hours.
8. Liquidated Damages. Customer acknowledges that since Supplier owns the goods covered hereby and that such goods may be unique to Customer's requirements and that the value of such goods is depreciating with time, the damages which Supplier may sustain as a result of Customer's breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for herein, or in the event of any other breach or premature termination of this Agreement by Customer, Customer shall pay to Supplier as liquidated damages, and not as a penalty, a sum equal to the number of unexpired weeks remaining in the term then in effect multiplied by fifty percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. The parties further agree that this formula is reasonable.
9. Payment of Goods Upon Termination. Upon termination of this Agreement, with or without cause, Customer agrees to return to Supplier all goods supplied pursuant to this Agreement. Customer agrees to pay Supplier's Replacement Charge for any goods not returned or goods returned in a condition beyond normal wear and tear. The price to be paid upon such purchase of goods shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 8.
10. Change of Customer's Location. Customer shall give Supplier 30 days written notice prior to any change in the location to which goods and services are provided under this Agreement. So long as Customer's new location is within Supplier's route delivery area, this Agreement shall remain in full force and effect despite a change in Customer's location. In the event Customer's new location is outside Supplier's route delivery area, this Agreement shall be deemed terminated and the provisions of Section 9 dealing with purchase of goods shall apply, but the provisions of Section 8 relating to liquidated damages shall not apply.
11. Undertaking and Quality. Supplier agrees to provide goods and services under this Agreement in accordance with accepted standards in the textile leasing/rental industry. In the event Customer believes that there are deficiencies in the quality of the service and/or goods furnished by Supplier hereunder, Customer shall give written notice to Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier shall have 60 days after its receipt of such written notice to correct such claimed deficiencies. In the event Customer is, in good faith, not satisfied with Supplier's correction of the claimed deficiencies, Customer shall give written notice to Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate correction. Failure to give such notice of inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier fails to correct the deficiencies within 30 days after its receipt of the second notice provided herein, Customer may terminate this Agreement. The provisions of Section 8 relating to liquidated damages shall not apply to a termination pursuant to this Section, but all other sections shall apply.
12. Other Contracts. Customer certifies that Supplier is in no way infringing upon any existing contract between Customer and another supplier and that Supplier has made no attempt to induce Customer to wrongfully terminate an existing contract with another supplier of services or goods covered by this Agreement.
13. Binding Effect. This Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume in writing this Agreement and the obligations of Customer hereunder.
14. Severability. If any provision of this Agreement is determined to be invalid, the remaining terms and conditions hereof shall remain in full force and effect.
15. Enforcement of Agreement. In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for any suit with respect to this Agreement shall be the county in which Supplier's plant is located.

CUSTOMER'S ACCEPTANCE:

CUSTOMER NAME: City of San Luis
ADDRESS: 1090 E. Union St.
CITY, STATE, ZIP: San Luis, AZ 85349

BY: x [Signature]
(AUTHORIZED SIGNATURE)
TITLE: x City Manager
DATE: x 1/15/15

SUPPLIERS ACCEPTANCE:

BY: [Signature]
(AUTHORIZED REPRESENTATIVE)
TITLE:
DATE: 1-21-15