

Superior Linen Service

LINEN AGREEMENT

This Agreement, entered into this 14 day of Mar, 2022, between SUPERIOR LINEN SERVICE INC. whose principal address is 6959 E. 12th, Tulsa, Oklahoma 74112 hereinafter referred to as "SUPPLIER," and the undersigned, hereinafter referred to as "CUSTOMER." THE PARTIES HEREBY AGREE AS SET FORTH BELOW AND ON THE REVERSE SIDE HEREOF:

CUSTOMER INFORMATION:

Customer Name / D.B.A.: BOARD OF COUNTY COMMISSIONS
Primary and/or Delivery Address: P.O. BOX 2307
City: MUSKOGEE County: Muskogee State: OK Zip: 74402
Contact Person: Sheila Shamblin Title: BOCC Assistant
Contact Phone: (918) 682-9601 Email: bocc@readymuskogee.org

TERMS & EXPLANATIONS:

- 1-Supplier agrees to rent to Customer and Customer agrees to rent from Supplier, all of the Customer's textile rental requirements for their establishment including items listed within the addendums attached to the terms and conditions contained herein. Customer agrees to pay Supplier the replacement cost, as listed within the pricing addendum, any rental item lost or damaged, and ordinary wear and tear excepted.
- 2-The Supplier agrees that the quality of its merchandise and processing shall be comparable to generally accepted standards of industrial laundries in the area. Supplier agrees to promptly replace any rental items that do not meet this standard at no cost to the Customer. Customer agrees to notify the route representative or other appropriate company representative immediately of any service or quality complaint. In the event that such complaint is not resolved within a two week period, the Customer agrees to notify Supplier via certified letter specifying the deficiencies in service or quality. If the problem is not corrected within 30 days from date of receipt of letter, the service may then be canceled.
- 3-Term: This Agreement shall continue for an initial period of sixty (60) months from the date of initial delivery and shall automatically renew for an additional period of twenty-four (24) months unless the Supplier or the Customer provides written notice of termination to the other party at least 60 days prior to the expiration date of the agreement. When notice is required to be given under the terms of this Agreement, it shall be given by certified mail, return receipt requested.
- 4-Modification: This Agreement contains the entire understanding of the parties and may not be modified or amended except in writing signed by both parties. No waivers or statements made by any representative of the Supplier shall be valid unless set forth herein.
- 5-Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of all personal representatives, successors and assigns of the parties.
- 6-Change in Location: Supplier's obligation to service and the Customer's obligation to accept service shall continue notwithstanding Customer's removal of his business to a different location within the service area of the Supplier. Customer agrees not to use items delivered to one location at any other location without Supplier's knowledge and consent.
- 7-Interruption of Service: The parties agree that if the Supplier's operations are interrupted or if the service provided for under this Agreement is delayed or postponed by reason of acts of God, strikes, lock outs or other industrial disturbances, wars, blockades, riots, arrests, explosions, fires, accidents to machinery or other causes not within the control of the Supplier, the Supplier shall not be liable in damages for any such interruption, postponement or delay.
- 8-Safe Workplace Agreement: Customer agrees to provide a safe working environment including clear and accessible ingress and egress routes within location(s) for delivery and receipt of merchandise and service by Supplier's representatives.
- 9-Ownership of Rental Items: All items furnished to Customer are and shall remain the sole property of Supplier and are furnished for the exclusive use of Customer on a rental basis. Customer agrees that all items shall be laundered and cleaned only by Supplier. Customer agrees to pay Supplier the replacement cost of any rental item lost or damaged, ordinary wear and tear excepted
- 10-Payment: Billing Cycle will begin on Agreed Installation Date. Supplier will furnish customer with an invoice at the time of delivery. Customer shall pay all sums specified in the invoice at the time of delivery. Customers which are approved by Supplier to be on a "charge account" basis must pay all sums within approved credit terms from date of invoice. Supplier accepts payments as cash, check, or by customer initiated wire transfer only. Supplier reserves the right to refuse other forms of payment or add a processing fee to cover the cost of accepting other methods of payment. A service charge of 1.5% per month (18% APR) will be added to all sums which are not paid on or before the due date. Supplier may place any delinquent charge account on a "Cash on Delivery" Basis. Supplier reserves the right to place account in service suspension for non-payment of monies past due. The account shall remain in service suspension until account balance due has been paid within credit terms. Any action taken by Supplier to enforce payment shall not be grounds for termination of this agreement by Customer.
- 11-Price, Fees and Inventory Adjustment: Additional items may be added or removed from this service agreement by written or verbal request of the Customer. All terms and conditions of the agreement will apply to any modifications to service program. Inventory quantities and frequency of service deliveries can be increased or decreased at supplier's discretion. Minimum usage percentages will be applied to the adjusted amounts. The Supplier reserves the right to institute a systematic replacement charge to cover

FOR INTERNAL USE ONLY:	<input type="checkbox"/> New Service Agreement	Contract#: _____
	<input type="checkbox"/> Renewal Agreement	Account#: _____



14 day of Mar 20 22
 Chairman _____
 Member _____
 Member _____
 Attest _____
 County Clerk



the loss of merchandise. Once instituted, the Supplier is the sole decision maker on what the systematic replacement charge will be, and at its option can adjust the percentage as it deems necessary during the term of the agreement. Customer acknowledges and accepts that Supplier reserves the right to modify unit rental rates of merchandise based on the requested changes in the frequency of scheduled services during rental agreement term. Supplier agrees not to modify unit prices or fees without Customer's approval except in direct proportion to an increase in Supplier's costs in rendering such services due to increase in the cost of labor, materials, energy related expenses (including but not limited to fuel, natural gas, electrical or other utility expense) or as a result of governmental regulation or law; such as minimum wage increases. Customer shall have the right to terminate the Agreement by written notice to Supplier within 30 days of the effective date of Supplier's price increase. If Customer does not notify Supplier of its intent to terminate the Agreement within 30 days, the price increase shall be deemed acceptable to the Customer and shall be considered by the parties as a binding modification of the Agreement and the Agreement, as modified, shall remain in full force and effect.

12-Merchandise Replacement Programs: Customer is responsible for reimbursing supplier for the cost of damaged or lost merchandise that was in its possession. In lieu of billing for each lost or damaged item at the item replacement rate, the contract may include an estimated replacement method to cover that cost. These replacement methods allow the customer to expect a consistent routine budgeted amount for loss or damage versus experiencing an unexpected large loss and damage charge. These estimated methods may include Textile Maintenance Charge (TMC), Inventory Maintenance Charge (IMC) or Total Replacement Charge (TRC). If the customer has a higher loss or damage rate than estimated, the contracted replacement rate will be increased to offset this cost.

- 13-Additional Fees and Informavvvvon Notice:**
- a. E.S.C. -Service Charge used to pay various fluctuating costs related to fuel, service and delivery.
 - b. 5% Annual Price Increase -Implemented on Anniversary Date of First Installation
 - c. Account Minimum Delivery Invoice not including ESC or Applicable Sales Taxes.
 - d. Off Service Day or Emergency Deliveries of Merchandise Are Subject to Additional Fee

14-Special Items: Customer understands that the "special items" listed within the service agreement addendums, have been purchased at Customer's request and for Customer's exclusive use. Upon termination of this Agreement, for any reason, Customer shall immediately purchase from Supplier the entire inventory of such special items at the then market value as defined below.

- a. Market value is hereby defined as the full purchase price if termination for any reason should occur within twelve months of the date of the purchase of such items by Supplier
- b. If termination should occur subsequent to twelve months from the date of purchase, market value is defined as the full purchase price less 2% per month for the actual period of use.

15-Early Termination of Agreement / Liquidated Damages: Customer recognizes that in establishing service, Supplier has made a substantial capital investment in this account. In recognition of this fact, it is agreed that in the event Customer terminates service for any reason, other than (a) price increase pursuant to the provisions of paragraph 11 (b) failure to remedy deficiencies in quality of merchandise or service under the provisions of paragraph 2; (c) at any automatic renewal date. Customer shall pay to Supplier as liquidated damages, and not as a penalty, an amount equal to 40% of the average weekly rental charged during the term of the contract, multiplied by the number of weeks remaining in this Agreement. Supplier's liquidated damages shall be in addition to any other legal or equitable remedies set forth in paragraphs 1, 14, and 16 hereof.

16-Jurisdiction and Attorney's Fees: In the event that legal action or arbitration is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to receive all costs incurred, including a reasonable attorney's fee. This agreement shall be governed by the laws of the State of Oklahoma. Any dispute not resolvable by a meeting of the representatives of the parties shall be solved in the court of competent jurisdiction. In the event that Supplier refers a past due account to a third party for collection, Customer shall pay all costs of collection, including a reasonable attorney's fee.

17-Confidentiality: This Agreement shall remain confidential. Neither the Agreement, nor any term or condition contained herein shall be disclosed to third parties without prior written approval of Superior Linen Service, Inc.

18-Prior Contracts: *Customer hereby represents and certifies that Customer is not under contract with any third party for services or items covered under this Agreement and that it was not induced by Supplier to terminate any prior business relationship with another supplier for the services to be rendered under this Agreement.*

19-LIMITATION OF LIABILITY: CUSTOMER AGREES TO HOLD THE SUPPLIER HARMLESS FROM ANY CLAIMS ARISING OUT OF, OR ASSOCIATED WITH THE USE OF ANY GARMENTS, LINENS OR OTHER RENTAL ITEMS PROVIDED FOR UNDER THIS AGREEMENT, INCLUDING CLAIMS ARISING FROM ALLEGED DEFECTS IN MERCHANDISE / RENTAL ITEMS.

20-DISCLAIMER OF WARRANTIES: SUPERIOR LINEN SERVICE, INC. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF ANY MERCHANDISE / RENTAL ITEM FOR A PARTICULAR PURPOSE.

Special Instructions: _____

AGREED BY:	ACCEPTED FOR CUSTOMER, WHOM I HAVE EXPRESS AUTHORITY TO BIND
_____	_____
SUPERIOR LINEN SERVICE REPRESENTATIVE	CUSTOMER SIGNATURE
_____	_____
DIVISION GENERAL MANAGER	PRINTED NAME OF PERSON AUTHORIZED TO SIGN
_____	BOCC Chairman
DATE	TITLE OF PERSON AUTHORIZED TO SIGN
_____	_____



Superior Linen Service

14 day of Mar 20 22
Chairman
Member
Member
Attest
County Clerk

ADDENDUM: RENTAL SERVICE AGREEMENT PRICING



Pursuant to a Rental Service Agreement dated:

Rental Service Agreement Pricing Structure for: BOARD OF COUNTY COMMISSIONS

Table with 7 columns: Item Code, Item Description, Special Item, Frequency of Service, Unit Rental Price, Loss I.M. %, Replacement Rate. Rows include items like M 3X4 BRN-HEATH, M 3X10 BRN-HEATH, M 4X6 BRN-HEATH.

Additional Items Listed on Reverse Side

MISC. TERMS & EXPLANATIONS:

Item Code: Supplier's internal item number.
Rental Merchandise Item: Description of rental product item.
Special Items: Items which have been purchased specifically for/or personalized for the customer's exclusive use.
Initial Frequency of Service by Product Item: Unit rental is based on frequency of service scheduled: Weekly, Every Other Week, every 4th Week, or Direct sale (Upon Demand) as ordered & delivered.
Unit Rental Price: The individual price charged per item at installation of service agreement term.
Rental Garment Fees/Prep Fees: Customer agrees that preparation fees of \$ /each item will be assessed for the sizing, labeling and make ready expenses incurred for apparel items when ordered.
Merchandise Replacement Program Option Selected:
Inventory Maintenance (IM - Loss)
Textile Maintenance (TMC - Damage Protection)
Total Replacement (TRC - Loss & Damage Combined)

Minimum Delivery Invoice for Service: \$ 30.00

Minimum ESC per Delivery Invoice: \$ 10.45

AGREED BY:

SUPERIOR LINEN SERVICE REPRESENTATIVE DATE

DIVISION GENERAL MANAGER DATE

ACCEPTED FOR CUSTOMER, WHOM I HAVE EXPRESS AUTHORITY TO BIND

CUSTOMER SIGNATURE DATE

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

TITLE OF PERSON AUTHORIZED TO SIGN

Service Agreement Contract #: Expiration Date: A/R Acct. #:



LINEN AGREEMENT

This Agreement, entered into this 25 day of March, 20 22, between SUPERIOR LINEN SERVICE INC. whose principal address is 6959 E. 12th, Tulsa, Oklahoma 74112 hereinafter referred to as "SUPPLIER," and the undersigned, hereinafter referred to as "CUSTOMER." THE PARTIES HEREBY AGREE AS SET FORTH BELOW AND ON THE REVERSE SIDE HEREOF:

CUSTOMER INFORMATION:

Customer Name / D.B.A.: BOARD OF COUNTY COMMISSIONS
Primary and/or Delivery Address: P.O. BOX 2307
City: MUSKOGEE County: Muskogee State: OK Zip: 74402
Contact Person: Sheila Shamblin Title: BOCC Assistant
Contact Phone: (918) 682-9601 Email: boccc@ready.muskogee.org

TERMS & EXPLANATIONS:

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4-Modification: This Agreement contains the entire understanding of the parties and may not be modified or amended except in writing signed by both parties. No waivers or statements made by any representative of the Supplier shall be valid unless set forth herein.

5-Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of all personal representatives, successors and assigns of the parties.

6-Change in Location: Supplier's obligation to service and the Customer's obligation to accept service shall continue notwithstanding Customer's removal of his business to a different location within the service area of the Supplier. Customer agrees not to use items delivered to one location at any other location without Supplier's knowledge and consent.

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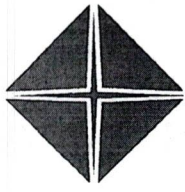
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FOR INTERNAL USE ONLY:

New Service Agreement
* Renewal Agreement

Contract#: 711429
Account#: 600000824



Superior Linen Service

17th day of March 2022
 Chairman Kenny Payne
 Member [Signature]
 Member [Signature]
 Attest [Signature] **LINEN AGREEMENT**
 County Clerk

the loss of merchandise. Once instituted, the Supplier is the sole decision maker on what the systematic replacement charge will be, and at its option can adjust the percentage as it deems necessary during the term of the agreement. Customer acknowledges and accepts that Supplier reserves the right to modify unit rental rates of merchandise based on the requested changes in the frequency of scheduled services during rental agreement term. Supplier agrees not to modify unit prices or fees without Customer's approval except in direct proportion to an increase in Supplier's costs in rendering such services due to increase in the cost of labor, materials, energy related expenses (including but not limited to fuel, natural gas, electrical or other utility expense) or as a result of governmental regulation or law; such as minimum wage increases. Customer shall have the right to terminate the Agreement by written notice to Supplier within 30 days of the effective date of Supplier's price increase. If Customer does not notify Supplier of its intent to terminate the Agreement within 30 days, the price increase shall be deemed acceptable to the Customer and shall be considered by the parties as a binding modification of the Agreement and the Agreement, as modified, shall remain in full force and effect.

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16-Jurisdiction and Attorney's Fees: In the event that legal action or arbitration is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to receive all costs incurred, including a reasonable attorney's fee. This agreement shall be governed by the laws of the State of Oklahoma. Any dispute not resolvable by a meeting of the representatives of the parties shall be solved in the court of competent jurisdiction. In the event that Supplier refers a past due account to a third party for collection, Customer shall pay all costs of collection, including a reasonable attorney's fee.

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19-LIMITATION OF LIABILITY: CUSTOMER AGREES TO HOLD THE SUPPLIER HARMLESS FROM ANY CLAIMS ARISING OUT OF, OR ASSOCIATED WITH THE USE OF ANY GARMENTS, LINENS OR OTHER RENTAL ITEMS PROVIDED FOR UNDER THIS AGREEMENT, INCLUDING CLAIMS ARISING FROM ALLEGED DEFECTS IN MERCHANDISE / RENTAL ITEMS.

20-DISCLAIMER OF WARRANTIES: SUPERIOR LINEN SERVICE, INC. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF ANY MERCHANDISE / RENTAL ITEM FOR A PARTICULAR PURPOSE.

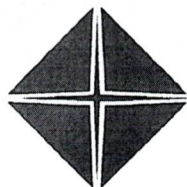
Special Instructions: _____

AGREED BY:

Mike Henry 3/25/2022
 SUPERIOR LINEN SERVICE REPRESENTATIVE DATE
Kenny Payne 3/29/22
 DIVISION GENERAL MANAGER DATE

ACCEPTED FOR CUSTOMER, WHOM I HAVE EXPRESS AUTHORITY TO BIND

Kenny Payne 3/14/22
 CUSTOMER SIGNATURE DATE
Kenny Payne
 PRINTED NAME OF PERSON AUTHORIZED TO SIGN
BOCC Chairman
 TITLE OF PERSON AUTHORIZED TO SIGN



Superior Linen Service

17th day of March 2022
Chairman: Kenneth Payne
Member: Kelly
Member: [Signature]
Attest: [Signature]
County Clerk

ADDENDUM: RENTAL SERVICE AGREEMENT PRICING

Pursuant to a Rental Service Agreement dated: 3/25/2022

Rental Service Agreement Pricing Structure for: BOARD OF COUNTY COMMISSIONS

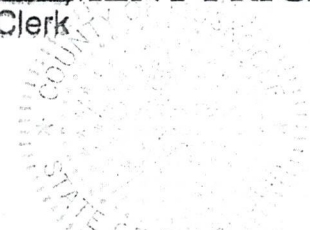


Table with 7 columns: Item Code, Item Description, Special Item, Frequency of Service, Unit Rental Price, Loss I.M. %, Replacement Rate. Rows include items like M 3X4 BRN-HEATH, M 3X10 BRN-HEATH, M 4X6 BRN-HEATH.

Additional Items Listed on Reverse Side

MISC. TERMS & EXPLANATIONS:

Item Code: Supplier's internal item number.
Rental Merchandise Item: Description of rental product item.
Special Items: Items which have been purchased specifically for/or personalized for the customer's exclusive use.
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Merchandise Replacement Program Option Selected:
Inventory Maintenance (IM - Loss)
Textile Maintenance (TMC - Damage Protection)
Total Replacement (TRC - Loss & Damage Combined)

Minimum Delivery Invoice for Service: \$ 30.00
Minimum ESC per Delivery Invoice: \$ 10.45

AGREED BY:

Signature: Mike Henry
DATE: 3/25/2022
SUPERIOR-LINEN SERVICE REPRESENTATIVE
Signature: Kenny Payne
DATE: 3/24/22
DIVISION GENERAL MANAGER

ACCEPTED FOR CUSTOMER, WHIOM I HAVE EXPRESS AUTHORITY TO BIND
Signature: Kenneth Payne
DATE: 3/14/22
CUSTOMER SIGNATURE
Kenny Payne
PRINTED NAME OF PERSON AUTHORIZED TO SIGN
BOCC Chairman
TITLE OF PERSON AUTHORIZED TO SIGN

Service Agreement Contract #: 711429
Expiration Date: 3/25/2023
A/R Acct. #: 600000824



Oklahoma Tax Commission

www.tax.ok.gov



Date Issued: February 6, 2015

Letter ID: L1800160512

Taxpayer ID: **-***6395



MUSKOGEE COUNTY CLERK
PO BOX 1008
MUSKOGEE OK 74402-1008

TBS

Oklahoma Sales Tax Exemption Permit County Government

County MUSKOGEE

Non-Transferable

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

Permit Number

EXM-10096137-06

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
COUNTY OF MUSKOGEE PO BOX 1008 MUSKOGEE OK 74402-1008	921190	5111	October 21, 2004	NON-EXPIRING

Thomas Kemp Jr., Chairman
Jerry Johnson, Vice-Chairman
Dawn Cash, Secretary-Member