



LINEN AGREEMENT

This Agreement, entered into this _____ day of _____, 20____, 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 COMMISSION

Primary and/or Delivery Address: P. O. BOX 1008

City: MUSKOGEE County: _____ State: OK Zip: 74402

Contact Person: _____ Title: _____

Contact Phone: (____) ____ - _____ Email: _____

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.

Twelve (12) MH

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.

Twelve (12) MH

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 digress 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:

___ New Service Agreement
___ Renewal Agreement

Contract#: _____

Account#: _____



Superior Linen Service

15 day of Mar 2021
 Chairman Kevin Dwyer
 Member [Signature]
 Member [Signature]
 Attest Dorey Dwyer County Clerk



LINEN AGREEMENT

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-Textile Maintenance Program: The Supplier's service program includes textile merchandise maintenance replacement. In lieu of billing by unit item replacement cost for damaged product while in the customer's possession rendering it unserviceable, the Customer agrees to a variable fee as a percentage of the invoice, to be billed on each invoice to replace potentially abused merchandise originating from the Customer's location. The variable fee may change based on the review of items and quantities of product being damaged during the rental agreement period.

- 13-Additional Fees and Information 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 10 (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:

 SUPERIOR LINEN SERVICE REPRESENTATIVE DATE

 VICE PRESIDENT / SALES MANAGER

 DATE APPROVED BY VICE PRESIDENT / SALES MANAGER

ACCEPTED FOR CUSTOMER, WHOM I HAVE EXPRESS AUTHORITY TO BIND

Kevin Dwyer 3-15-21

 CUSTOMER SIGNATURE DATE

 PRINTED NAME OF PERSON AUTHORIZED TO SIGN

 TITLE OF PERSON AUTHORIZED TO SIGN



**ADDENDUM:
RENTAL SERVICE
AGREEMENT PRICING**

Pursuant to a Rental Service Agreement dated:

Rental Service Agreement Pricing Structure for:

Board Of County Commission

Item Code	Item Description	Special Item	Frequency of Service	Unit Rental Price	Loss I.M.%	Replacement Rate
71250	M 3x4 Brn-Icath		W E2W E4W UD	\$6.1410		\$39.00
71427	M 3x10 Brn-Icath		W E2W E4W UD	\$12.1680		\$98.00
71535	M 4x6 Brn-Icath		W E2W E4W UD	\$8.8190		\$74.00
			W E2W E4W UD			
			W E2W E4W UD			
			W E2W E4W UD			
			W E2W E4W UD			

Additional Items Listed on Reverse Side

MISC. TERMS & EXPLANATIONS:

Item Code: Supplier's internal item number

Rental Merchandise Item: Description of product item.

Special Items: Items purchased specifically for/or personalized for the customer's exclusive use. See PP 14 of service agreement.

Initial Frequency of Service by Product Item: Weekly, Every Other Week, Once a Month, Direct sale as ordered, and subject to change. All service agreement terms and conditions for products added to, or deleted from service program will apply.

Unit Rental Price: The individual price charged per item at installation of service agreement.

Loss IM%: Percentage of Inventory automatically replaced at the listed replacement rate to cover loss while in the customer's location.

Replacement Rate: The amount that the customer will be billed per piece for loss, or intentionally damaged merchandise while in the customer's possession rendering it unusable.

Minimum Rental Merchandise Delivery for Service: \$ 30.00 **Minimum ESC Fee per Delivery:** \$ 10.45

Textile Maintenance Fee: The Supplier's service program includes textile merchandise maintenance replacement. In lieu of billing by unit item replacement cost for damaged product while in the customer's possession rendering it unserviceable, the Customer agrees to a _____% fee as a percentage of the invoice, to be billed on each invoice to replace potentially abused merchandise originating from the Customer's location. The variable fee may change based on the review of items and quantities of product being damaged during the rental agreement period.

Garment Fees: Customer agrees that preparation fees of \$ _____ / each will be assessed for the sizing, labeling and make ready expenses incurred for garments/apparel when ordered. Customer agrees that a re-stocking fee of \$5.00 per garment will be assessed for discontinued garments **within 180 days of original installation date** (by wearer) of rental garment. Fee does not apply to routine garment maintenance. Personalization such as company and name emblems will be quoted separately.

AGREED BY:

ACCEPTED FOR CUSTOMER, WHOM I HAVE EXPRESS AUTHORITY TO BIND

SUPERIOR LINEN SERVICE REPRESENTATIVE

DATE

Kenneth [Signature]

CUSTOMER SIGNATURE

3-15-21

DATE

VICE PRESIDENT / SALES MANAGER

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

DATE APPROVED BY VICE PRESIDENT / SALES MANAGER

TITLE OF PERSON AUTHORIZED TO SIGN