

# SOUTHERN UNIFORM & EQUIPMENT

2030 West Fairview Avenue  
P.O. Box 433  
Carthage, Missouri 64836  
Toll Free 1-800-493-2684 Business 417-368-7811  
Fax 417-368-7433

This agreement is entered into on 17, January 2023 between Southern Uniform & Equipment, LLC, and City of Broken Arrow (Customer).

**Term and Termination.** The term of this Agreement shall be 12 months from the Effective Date and shall be renewable on an annual basis by agreement of the parties. If either party terminates this agreement Customer agrees to purchase the inventory Southern Uniform & Equipment has in stock that is new, which was purchased to service Customer's account.

**Services.** Southern Uniform & Equipment will sell customer uniforms and equipment, size customer's employees when needed, provide alterations and repairs as needed. In addition, Southern Uniform's website will track all of Customer's employees, order history, inventory, and items issued to each employee. All of this data is available to customer via their secure login. Southern Uniform & Equipment will also sell and maintain inventory of promotional items on a case-by-case basis if required.

**Terms and Conditions.** Contract may be renewable on an annual by written agreement of the parties.

**Reports and Auditing.** Customer may run any report available on the website as often as needed. If additional reporting is required, please contact Southern Uniform staff and on a case-by-case basis Southern Uniform & Equipment may add the additional reports. Customer can at any time audit Southern Uniform & Equipment inventory via the website. If customer would like to audit inventory in person Southern Uniform & Equipment requests reasonable notice to ensure one of Southern Uniform & Equipment staff is available to review inventory with the appropriate Customer Representative. Southern Uniform & Equipment agrees to maintain an inventory of the Merchandise in its warehouse located in Carthage, MO. Stocking levels will be based on historical data and forecasting from the Customer. Risk of loss for all or part of the inventory will be borne by Southern Uniform & Equipment until actually shipped to Customer.

**Pricing.** All pricing is Attached in Appendix B. If the customer wishes to purchase any items not included in Appendix B Southern Uniform will give the customer department pricing on said items and add them to the website under the customer's account. Pricing is fixed for items included in Appendix B until January, 2024. Thereafter, Southern Uniform & Equipment may increase prices, but increases shall not exceed 5% per year without specific notification from the manufacturer of an increase in excess of that amount.

**Warranties.** Southern Uniform & Equipment represents that it will assist in ensuring all manufacturers warranties are honored and fulfilled. Further, Southern Uniform & Equipment represents that any and all work done by its staff will be consistent with industry best practices and will be done in a professional manner. Southern Uniform & Equipment makes no guarantees regarding the protection offered or lifespan of garments, those come solely from the manufacturer.

**Confidentiality.** Both Parties agree and understand that many aspects of each entity's business will be known to the other party. Both parties agree to keep confidential all disclosures pertinent to each party's business. Specifically, but not limited to disclosures of a financial nature, strategic nature, related to personnel, and any other information that may be proprietary or which the disclosure of could harm the other party's business.

**Governing Law.** This agreement shall be governed by the laws of the state of Oklahoma, Tulsa County. Any and all proceeding related to this contract are subject to the jurisdiction of Tulsa County Oklahoma and must be filed within said jurisdiction.

Date: \_\_\_\_\_

01/11/2023

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BY: Karen McClellan, Manager

Please complete the information requested below and sign acknowledging that you agree to the terms and conditions stated above.

Department/Company Name

Shipping Address:

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Billing Address (if different):

Attention: \_\_\_\_\_

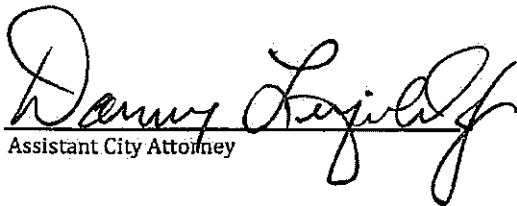
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Debra Wimpee, Mayor

  
Assistant City Attorney