



Clean Uniform Company
1316 South Seventh Street
St. Louis, MO 63104

Service Agreement No. 50006466



Customer City of Broken Arrow

Address 1700 E. Detroit

City Broken Arrow State OK Zip 74012-0000

Telephone No. (918) 259-8361 Fax No. ()

Date of Agreement 5/10/16

New Agreement ☒ Renewal Agreement ☐

Upon the Terms and Conditions set forth on the reverse side (page 2) of this Agreement, Supplier agrees to provide to Customer, and Customer agrees to accept, all of Customer's requirements for the Goods and Services as provided under this Agreement, including, without limit, uniforms, textiles, and industrial laundry services, in the quantity and frequency, and at the Unit Price and charges as follows:

Description of Goods and Services	Freq.	Inventory Issued	Unit Price
Packages: Uniforms			
A	7		4.18
A-1	7		2.09
A-2	7		2.09
B	7		2.42
B-1	7		1.21
B-2	7		1.21
C	7		3.96
C-1	7		1.98
C-2	7		1.98
D	7		4.18
D-1	7		2.09
D-2	7		2.09
E	7		0.53
E-1	7		1.19
F	7		12.21
G	7		2.09
3x4 Mats	14	80	1.00
4x6 Mats	14	44	1.60
3x10 Mats	14	6	2.00
Shop towels	7	500	0.05

This Agreement may be executed in any number of counterparts and delivered by fax or scanned PDF via email, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Approved as to Form:

Customer

By Richard M. Carter
Customer Authorized Signature

Supplier: Clean Uniform Company

By Greg Darshaw
Supplier Authorized Signature

By _____
Supplier General Manager

Richard M. Carter, Vice Mayor
Print Name and Title

5/10/16
Date

Greg Darshaw, Branch Mgr.
Print Name and Title

5/10/16
Date

Print Name and Title

ATTEST:

Don Y Blackford
(Seal) CITY CLERK



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Description of Goods and Services	Freq.	Inventory Issued	Unit Price
Dust Mops:			
14 - 24"	7	10	0.35
30 - 36"	7	10	0.45
42 - 48"	7	8	0.60
60"	7	4	0.85
- Items contained on this addendum shall supercede original term:			
Section 4. Consumer and supplier shall have the right to negotiate an increase in rental rates at the time of renewal which shall not exceed the amount of the increase in the Consumer Price Index for the previous 12 months of 5% whichever is greater			
Section 10. It is acknowledged by the parties that customer shall not budget any funds to cover any contingent liabilities contained in this Service Agreement			
Section 1. This agreement shall not renew automatically. The agreement shall be renewable for similar (4) 12m successive periods by agreement of both parties before expiration of the current term			
Section 8. Any lawsuit or action arising out of this agreement shall be brought in Tulsa County			

ATTEST:

Seal City Clerk
Jesse Y. Blackford

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Approved as to form: [Signature]

Customer

By [Signature]
Customer Authorized Signature

Richard M. Carter, Vice Mayor
Print Name and Title

5/18/16
Date

Supplier: Clean Uniform Company

By [Signature]
Supplier Authorized Signature

Greg Darschew, Branch Mgr
Print Name and Title

5/10/16
Date

By _____
Supplier General Manager

Print Name and Title

Date

TERMS AND CONDITIONS

12 mo. G.D.

1. **Term.** This Agreement shall become effective when signed by Supplier's General Manager. The Initial Term of this Agreement shall commence upon the later of the date when this Agreement is signed by Supplier's General Manager or when Goods or Services are first provided to Customer, and expire ~~72~~ ¹² consecutive months thereafter. ~~This Agreement shall renew automatically for similar successive 72-month terms unless Customer or Supplier serves upon the other written notice of non-renewal at least 90 days, but no more than 120 days, before expiration of the then-current term.~~ The term of this Agreement shall be extended, and Supplier shall not be deemed in breach of this Agreement, in the event, and for the duration, of any interruption of service due to strike, lockout, fire, explosion, lack of product availability, act of God, or other cause beyond Supplier's control. G.D.
2. **Cancellation.** Customer may not cancel this Agreement prior to expiration of the then-current term unless there is a material deficiency in the Goods or Services supplied and, in that event, only by first giving Supplier (i) detailed written notice of the claimed deficiency within 10 days of the occurrence of the claimed deficiency, and (ii) a period of 60 days after Supplier's receipt of such notice within which Supplier may cure the claimed deficiency. Any claimed deficiency shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 60-day cure period. Supplier may, at its discretion, cancel this Agreement by written notice to Customer if Customer materially breaches any provision of this Agreement, including, without limit, failing to pay any amount due under this Agreement or refusing Goods or Services.
3. **Payment.** The Unit Price for Goods and Services are as shown on the front of this Agreement. Customer shall pay flat-rate pricing figured on 100% of the inventory of Goods put in service. Customer's weekly payment obligation shall never be less than 50% of the highest average of the weekly charges incurred during any quarter of service under this Agreement as amended or extended. Payment is valid credit card or EOI unless otherwise agreed by Supplier. If Supplier extends credit to Customer, payment terms are net 30, L.P.C. of 1.5%, A.P.R. 18%. Supplier may revoke credit privileges at any time for any reason. The Unit Price for any Goods or Services added during any term of this Agreement shall be at the rate in effect for those Goods or Services at the time added. Unit Prices for Goods and Services do not include charges for, and Customer agrees to pay Supplier's invoices which include, sales tax and processing, emblems, Custom Garment Charge, inventory maintenance, budget protection, environmental, energy, fuel, non-standard sizing, minimums, bags, or other similar standard recurring charges. The energy and environmental charges are not a tax or charge from any governmental agency.
4. **Rate Adjustment.** Supplier shall have the right once annually to automatically increase the Unit Prices and charges then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or 5%, whichever is greater. Supplier shall also have the right to increase its then-current Unit Prices by more than the annual price increase at any time by notifying Customer in writing (which may be by an invoice reflecting the price increase). Customer may object to such additional price increase by notifying Supplier in writing within 10 days of the first invoice to reflect the increase. If Supplier receives timely notice of the objection, Supplier may either reverse the price increase or cancel this Agreement upon 90 day written notice of cancellation to Customer. If Supplier does not receive timely notice of the objection, Customer shall be bound by the price increase.
5. **Unreturned or Damaged Goods.** All Goods in stock and/or in service under this Agreement shall remain Supplier's sole property. Customer may return Goods supplied for persons that Customer no longer employs during the term of this Agreement. Upon expiration of the term, or cancellation of this Agreement under Section 2 or 4, Customer shall return all Goods to Supplier in a good, usable condition (reasonable wear and tear excepted). Customer shall pay Supplier's standard replacement charges then in effect for all Goods that Customer loses, fails to return, or returns in a damaged condition, i.e., abused, torn, burned, acid-eaten, or stained. Budget protection does not cover Goods that Customer fails to return or returns in a damaged condition in conjunction with cancellation or expiration of this Agreement.
6. **Special Order Garments.** The term "Special Order Garments" means any: Garments or other rented items (including flame-resistant and high visibility garments) with direct embroidery and/or with non-standard style, sizing, color, stitching, or emblem placement. Customer agrees to pay a Custom Garment Charge for all Special Order Garments or the replacement charge for any Special Order Garment that is removed from service for any reason.
7. **Remedies.** Customer acknowledges that early cancellation of this Agreement will cause Supplier a loss of revenue and profits in amounts that are difficult to estimate accurately. If this Agreement is cancelled for any reason prior to the end of the then current term (except for cancellation by Supplier under Section 4 of this Agreement), Customer shall pay Supplier 50% of the average weekly recurring charges during the 26 weeks preceding such cancellation (or such lesser number of weeks as have actually elapsed during the term, and if service has not commenced, the anticipated initial weekly charges) times the number of weeks remaining in the balance of the term, plus all other accrued and unpaid charges, as liquidated damages and not as a penalty. The parties acknowledge that such damages are a reasonable forecast of Supplier's actual losses resulting from early cancellation.
8. **Venue; Applicable Law.** This Agreement shall be governed, interpreted, and enforced according to the laws of the State of ~~Missouri~~ ^{Oklahe} without regard to conflict of laws rules. Customer and Supplier submit to the exclusive jurisdiction of and venue in the ~~Missouri~~ ^{Oklahe} state courts located in the ~~City of St. Louis, Missouri~~ ^{City of Tulsa} or the United States District Court for the ~~Eastern District of Missouri~~ ^{District of Oklahoma} for purposes of any suit arising out of or relating to this Agreement. ~~The parties hereby waive trial by jury in any proceeding arising out of or in any way connected to this Agreement. Customer shall pay all attorneys' fees, expert witness fees, and other expenses and costs Supplier incurs in prosecuting or defending any lawsuit arising out of this Agreement or out of Supplier's Goods or Services, or in collecting any amount owed under this Agreement.~~ G.D.
9. **Assignment.** This Agreement is binding upon any successors or assigns of the parties, and the respective parties shall so inform any such successor or assign. Supplier may assign this Agreement without the consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.
10. **Disclaimer.** Unless otherwise specified in writing, Supplier does not represent or warrant that any Goods supplied under this Agreement are flame-resistant and/or flame-retardant adequate for Customer's use of intended use, or, regarding visibility garments, adequately visible or conspicuous. Customer acknowledges that the items rented under this Agreement are not designed or intended for use in areas of flammability risk or where contact with ignition sources or hazardous materials is possible. Customer acknowledges that Supplier makes no representation, warranty or covenant regarding the visibility performance of any reflective Goods and that reflective properties may be reduced or ultimately lost through laundering. Customer agrees that Customer has selected the Goods and is responsible for determining their appropriateness and for the safe and proper use of the Goods. Customer represents and warrants and shall ensure that soiled textiles delivered or returned to Supplier contain no free-flowing liquids or hazardous materials harmful to Supplier's employees, equipment, environment, or other business-related assets. ~~Customer agrees to indemnify, hold harmless, and defend Supplier and Supplier's affiliates and each of their officers, directors, shareholders(s), members, employees, agents, or attorneys from and against any claims, damages, liabilities, costs of remediation or expenses arising out of or associated with Customer's use of or acts or omissions related to the Goods (including, without limit, defective Goods), any obligations arising under an agreement with a third party, or breach of this Agreement by Customer, including, without limit, any breach of a Customer's representation or warranty. SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Notwithstanding anything in this Agreement to the contrary, in no event will Supplier or Supplier's affiliates or each of their officers, directors, shareholder(s), members, employees, agents, or attorneys be liable to Customer for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including lost profits, loss of use, business interruption damages or loss of opportunity costs, regardless of the form of action, damage claim, liability, costs expense, or loss, whether in contract, statute, tort, (including but not limited to, negligence and strict liability), or otherwise.~~ G.D.
11. **Notice.** The notices required or to be given under this Agreement must be in writing and sent by certified U.S. Mail, return receipt requested.
12. **Miscellaneous.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and oral or written communications or agreements between the parties concerning the subject matter hereof are superseded hereby. This Agreement may not be amended except in writing signed by both Supplier and Customer, provided, however, that any additional Goods or Services which Customer requests orally or in writing as reflected in Supplier's invoices shall be added as additional Goods and Services under this Agreement in the quantity and frequency and at the Unit Prices set forth in such invoice(s). No waiver by Supplier of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure by Supplier to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. Customer represents and warrants that nothing in this Agreement violates or interferes with Customer's obligations under a contract with any third party.

Approved as to Form: *[Signature]*

Customer

By *[Signature]*

Customer Authorized Signature

Supplier: Clean Uniform Company

By *[Signature]*

Supplier Authorized Signature

By

Supplier General Manager

Richard M. Carter, Vice Mayor *Greg Darshaw, Branch Mgr*

Print Name and Title

Print Name and Title

Print Name and Title

5/17/16

Date

5/10/16

Date

Date