



City of Ketchum

August 19, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract No. 20380, Textile Service Agreements with ALSCO Linen and Uniform Rental Services

Recommendation and Summary

Staff is recommending the council approve janitorial supplies service contracts for the Utilities, Streets and Fire Departments with ALSCO and adopt the following motion:

"I move to approve Contract No. 20380 for Textile Rental Service Agreements with ALSCO Linen and Uniform Rental Services for the Utilities, Streets and Fire Departments."

The reasons for the recommendation are as follows:

- The Utilities, Streets and Fire Departments perform maintenance and janitorial activities which require large quantities of washable items.
- ALSCO supplies and services the necessary items relieving the Departments from having to purchase, inventory and maintain them.

Analysis

The coveralls, mats, shop towels, mop heads and other items ALSCO supplies are items that need frequent washing and replacement. The City departments do not have the proper equipment to maintain these items. The service ALSCO provides allows City personnel to focus on their assigned duties.

- ALSCO was chosen to provide the goods and services because they have the lowest pricing of suppliers contacted.
- ALSCO has been providing satisfactory and timely customer service to City departments for several years.

Financial Impact

Total cost of services and supplies from ALSCO is estimated to be \$7,800.00. Funding for these Service Agreements have been provided for in each department's budget.

Attachments:

Rental Service Agreement – Location No. 005109, Ketchum Fire Department

Rental Service Agreement – Location No. 005192, Ketchum Utilities Administration

Rental Service Agreement – Location No. 005292, Ketchum Wastewater Department

Rental Service Agreement – Location No. 005493, Ketchum Water Department

Rental Service Agreement – Location No. 005831, Ketchum Street Department



Linen and Uniform Rental Services

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

Location No. 005493

The parties hereby agree as follows:

- 1. Scope of Agreement.** During the term of this Agreement, Alisco (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 that 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 60 months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive 60 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 Schedule A 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.alisco.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 Alisco pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to Alisco.
- 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 shall have 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 be obligated to 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 shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials or ignition 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:

Ketchum Water

110 A River Ranch

KETCHUM, ID, 83340

SUPPLIER'S ACCEPTANCE:

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

(AUTHORIZED REPRESENTATIVE)

GLOSSARY OF ALSICO CHARGES

Location No. 005493

Note: Revenue from all charges is used to offset costs and provide general revenue to Alisco.
Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.
Special Charges

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.
Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

Press Charge: The press charge is for atypical requests to press garments.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Service Charge

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.



Linen and Uniform Rental Services

SERVICE AGREEMENT
SCHEDULE A

Location # 005493	Route # 09	Stop # 083	Delivery Days: Fri	Delivery Frequency: EOWA
Renewal				
Deliver To: Ketchum Water	Address: 110 A River Ranch	City, State, Zip: KETCHUM, ID, 83340	Phone: 208-720-7978	Fax:
Key Contact & Title: Pat Cooley	E-Mail Address:	Website:	Delivery Minimum: \$30.00	Special Delivery Charge:
Time Open:	Time Close:	Contract Class: 33	Contract Expiration Date:	
Tax Exempt # 82-6001390				

Line No.	Item No.	Code	Wearer Name	Size	Item Description/Color	Total Invt.	Invt. Min. Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mt. %
0001	5005-GN				Shop Towel, Green	100		50	EPUMINDQ	EOWA	0.1700	0.82	3% S
0010	AF10-WH				All Fresh Signature Roll Towel, White	4		2	EPUMINDQ	EOWA	3.7300	27.11	
0011	966501				SST Cabinet	1		0	EPUMINDQ	EOWA	90.00	29.82	
0040	29100-GN-LG			LG	Wet Mop, Green, Large	2		1	EPUMINDQ	EOWA	3.3900	23.04	
0041	9630				Wet Mop Frame	1		0	EPUMINDQ	EOWA	3.3900	32.53	
0042	2950-GN				42 Dust Mop Untreated, Green	2		1	EPUMINDQ	EOWA	3.3900	35.24	
0043	9620				42 Mop Frame	1		0	EPUMINDQ	EOWA	5.5850	61.49	
0060	2005-WN				3X4 Mat, Walnut	4		2	EPUMINDQ	EOWA	7.6200	102.14	
0062	2020-WN				4X6 Mat, Walnut	4		2	EPUMINDQ	EOWA			

UNIFORM CHARGES

Charge	Price/Each
Name Emblem	
Company Emblem	
Preparation Charge	
Oversize Charge	
Other	
Grade: New [] A [] B []	

Invoice Service Charge	% or \$
Service Charge \$ amount	\$ 5.00

Notes:

Customer's Initials _____



Linen and Uniform Rental Services

Location No. 005831

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

- 1. Scope of Agreement.** During the term of this Agreement, Alisco (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 that 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 60 months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive 60 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 Schedule A 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.alisco.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 Alisco pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to Alisco.
- 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 shall have 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 be obligated to 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 shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials or ignition 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.
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- 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 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.

SUPPLIER'S ACCEPTANCE:

City of Ketchum Street Dept.

200 10th St

KETCHUM, ID, 83340

BY: _____ (AUTHORIZED SIGNATURE)

TITLE: _____

DATE: _____

BY: _____ (AUTHORIZED REPRESENTATIVE)

TITLE: _____

DATE: _____

GLOSSARY OF ALSICO CHARGES

Location No. 005831

Note: Revenue from all charges is used to offset costs and provide general revenue to Alsico.

Types of Service

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Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

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Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

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Service Charge

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Linen and Uniform Rental Services

SERVICE AGREEMENT
SCHEDULE A

Location # 005831	Route # 09	Stop # 001	Delivery Days: Fri	Delivery Frequency: WKLY
Renewal				
Deliver To: City of Ketchum Street Dept.		Bill To: City of Ketchum, Idaho		
Address: 200 10th St		Address: 480 East Ave N		
City, State, Zip: KETCHUM, ID, 83340		City, State, Zip: KETCHUM, ID, 83340-2315		SIC Code: J91
Phone: 208-726-7831		Phone: 208-726-3841		Special Billing:
Fax: _____		Fax: _____		Special Items:
Key Contact & Title: Neil Bradshaw		Key Contact & Title: Eric Bertovich		# Duplicate Invoices:
E-Mail Address:		E-Mail Address:		# Returned Signed:
Website:		Website:		PO #
Delivery Minimum: \$25.00		Special Delivery Charge:		Sales Code:
Time Open:		Time Close:		Sales Person:
Tax Exempt # 005831		Contract Class: 33		Page 1 of 1
		Contract Expiration Date:		

Line No.	Item No.	Code	Wearer Name	Size	Item Description/Color	Total Invt.	Invt. Min.	Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mt. %
0060	2005-CC				3X4 Mat, Charcoal	2			1	EPUMINDQ	WKLY	3.9200	50.90	
0062	2020-CC				4X6 Mat, Charcoal	4			2	EPUMINDQ	WKLY	5.0400	84.50	
0064	2015-CC				3X10 Mat, Charcoal	2			1	EPUMINDQ	WKLY	5.6000	106.90	
0100	14255-56R	1	City of Ketchum	56R	Coverall, Action Back, Navy, 56R	11	100%		11	EPUMINWP	WKLY	0.7850	39.00	

UNIFORM CHARGES

Charge	Price/Each
Name Emblem	
Company Emblem	
Preparation Charge	
Oversize Charge	
Other	
Grade: New <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/>	

Invoice Service Charge	% or \$
Inventory Maintenance % on entire invoice	12.00 %
Service Charge % on entire invoice	0.01 %
Min: 12.00	

Notes:

Customer's Initials _____



Linen and Uniform Rental Services

Location No. 005192

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

- 1. Scope of Agreement.** During the term of this Agreement, Alisco (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 that 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 60 months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive 60 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 Schedule A 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.Alisco.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 offset various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to Alisco.
- 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 shall have 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 be obligated to 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 shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials or ignition 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:

SUPPLIER'S ACCEPTANCE:

Ketchum Administration

BY: _____ TITLE: _____ (AUTHORIZED SIGNATURE)

BY: _____ TITLE: _____ (AUTHORIZED REPRESENTATIVE)

110 A River Ranch

DATE: _____

KETCHUM, ID, 83340

DATE: _____

GLOSSARY OF ALSICO CHARGES

Location No. 005192

Note: Revenue from all charges is used to offset costs and provide general revenue to Alsico.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

Special Charges

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

Press Charge: The press charge is for atypical requests to press garments.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Service Charge

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.



Linen and Uniform Rental Services

SERVICE AGREEMENT
SCHEDULE A

Location # 005192	Route # 09	Stop # 083	Delivery Days: Fri	Delivery Frequency: EOWA
Renewal				
Deliver To: Ketchum Administration Address: 110 A River Ranch City, State, Zip: KETCHUM, ID, 83340 Phone: 208-720-7825 Fax:		Bill To: City of Ketchum, Idaho Address: 480 East Ave N City, State, Zip: KETCHUM, ID, 83340-2315 Phone: 208-726-3841 Fax:		
Key Contact & Title: Mick Murrmet or Pat Cooley E-Mail Address:		Key Contact & Title: Eric Bertovich E-Mail Address:		
Website: Delivery Minimum: \$30.00 Time Open: Time Close:		Website: COD or Charge: Charge Contract Class: 33 Contract Expiration Date:		
Special Delivery Charge: Tax Exempt # 82-6001390		# Duplicate Invoices: # Returned Signed: PO # Sales Code: Sales Person:		

Line No.	Item No.	Code	Wearer Name	Size	Item Description/Color	Total Invt.	Invt. Min.	Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mt. %
0001	AF10-WH				All Fresh Signature Roll Towel, White	4			2	EPUMINDQ	EOWA	3.7300	29.82	
0002	966501				SST Cabinet	1			0	EPUMINDQ	EOWA		23.04	
0040	2020-WN				4X6 Mat, Walnut	6			3	EPUMINDQ	EOWA	7.6200	102.14	
0042	2015-WN				3X10 Mat, Walnut	2			1	EPUMINDQ	EOWA	9.6550	122.47	

UNIFORM CHARGES

Charge	Price/Each
Name Emblem	
Company Emblem	
Preparation Charge	
Oversize Charge	
Other	
Grade: New [] All [] Bl []	

Invoice Service Charge	% or \$
Service Charge \$ amount	\$ 5.00

Notes:

Customer's Initials _____



Linen and Uniform Rental Services

Location No. 005292

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

- 1. Scope of Agreement.** During the term of this Agreement, Alisco (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 that 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 60 months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive 60 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 Schedule A 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.alisco.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 Alisco pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to Alisco.
- 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 have the option of terminating this Agreement and Customer shall have 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 be obligated to 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 shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials or ignition 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:

Ketchum Waste Water

110 A River Ranch

KETCHUM, ID, 83340-2315

BY: _____ TITLE: _____ (AUTHORIZED SIGNATURE)

DATE: _____

SUPPLIER'S ACCEPTANCE:

BY: _____ TITLE: _____ (AUTHORIZED REPRESENTATIVE)

DATE: _____

GLOSSARY OF ALSICO CHARGES

Location No. 005292

Note: Revenue from all charges is used to offset costs and provide general revenue to Alisco.
Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.
Special Charges

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.
Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

Press Charge: The press charge is for atypical requests to press garments.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Service Charge

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.



Linen and Uniform Rental Services

SERVICE AGREEMENT
SCHEDULE A

Location # 005292	Route # 09	Stop # 083	Delivery Days: Fri	Delivery Frequency: EOWA
Renewal				
Deliver To: Ketchum Waste Water	Address: 110 A River Ranch	City, State, Zip: KETCHUM, ID, 83340-2315	Phone: 208-726-7825	Fax:
Key Contact & Title: Mick Mirmmet	E-Mail Address:	Website:	Delivery Minimum: \$30.00	Special Delivery Charge:
Time Open:	Time Close:	COD or Charge: Charge	Contract Class: 33	Contract Expiration Date:
Tax Exempt # 82-6001390				
Bill To: City of Ketchum, Idaho	Address: 480 East Ave N	City, State, Zip: KETCHUM, ID, 83340-2315	Phone: 208-726-3841	Fax:
Key Contact & Title: Eric Bertovich	E-Mail Address:	Website:	# Duplicate Invoices:	# Returned Signed:
			PO #	Sales Code:
			Sales Person:	Page 1 of 1

Line No.	Item No.	Code	Wearer Name	Size	Item Description/Color	Total Invt.	Billing %	Invt. Min. Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mt. %
0001	5005-GN				Shop Towel, Green	200		100	EPUMINDQ	EOWA	0.1700	0.82	3% S
0040	29100-GN-LG			LG	Wet Mop, Green, Large	2		1	EPUMINDQ	EOWA	3.3900	29.82	
0041	9630	HANDLIZ			Wet Mop Frame	1		0	EPUMINDQ	EOWA	23.04		
0060	2005-WN				3X4 Mat, Walnut	16		8	EPUMINDQ	EOWA	5.5850	61.49	
0062	2020-WN				4X6 Mat, Walnut	8		4	EPUMINDQ	EOWA	7.6200	102.14	

UNIFORM CHARGES

Charge	Price/Each
Name Emblem	
Company Emblem	
Preparation Charge	
Oversize Charge	
Other	
Grade: New <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/>	

Invoice Service Charge	% or \$
Service Charge \$ amount	\$ 5.00

Notes:

Customer's Initials _____



Linen and Uniform Rental Services

Location No. 005109

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 that 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 60 months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive 60 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 Schedule A 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 costs 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 shall have 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 be obligated to 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 shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials or ignition 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:

SUPPLIER'S ACCEPTANCE:

Ketchum Fire Department

BY: _____ (AUTHORIZED SIGNATURE)

BY: _____ (AUTHORIZED REPRESENTATIVE)

480 East Ave N

TITLE: _____

KETCHUM, ID, 83340

DATE: _____

GLOSSARY OF ALSCO CHARGES

Location No. 005109

Note: Revenue from all charges is used to offset costs and provide general revenue to Alasco.
Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.
Special Charges

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.
Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.
Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.
Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.
Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

Press Charge: The press charge is for atypical requests to press garments.
Repair Charge: After quality control, a repair charge may be made for minor repairs on items that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.
Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Service Charge

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.

