

SERVICE AGREEMENT

Customer # 290001657

Customer's Service Location
Customer's Billing Address

CUSTOMER NAME: CITY OF SIDNEY / OFFICES	CUSTOMER NAME: CITY OF SIDNEY / OFFICES
ADDRESS: 115 2ND ST SE	ADDRESS: 115 2ND ST SE
CITY/STATE/ZIP: SIDNEY, MT 59270	CITY/STATE/ZIP: SIDNEY, MT 59270

NON-GARMENT MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE			QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE® RATE (per item)	REPLACEMENT CHARGE (per item)
DM2199DKGY	MAT RND PATTERN	3X10	8	\$27.801	E4W	50%	\$0.542	\$230.372
DM2199DKGY	MAT RND PATTERN	4X6	2	\$22.598	E4W	50%	\$0.542	\$172.994

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE		DESCRIPTION	RATE
Garment Preparation	- per Garment		Service Charge	\$41.63 per Week
Company Emblem	- per Emblem			
Name Emblem	- per Emblem			
Other Emblem	- per Emblem		Multi-day Stop Charge	- per Additional Stop

Additional Terms/Charges:

Vestis™ will provide Customer with a uniform, apparel and/or non-garment workplace supplies (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. Vestis will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify Vestis of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of Vestis. Customer agrees that Vestis is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 90 days, but not more than 180 days, before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of Vestis. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge. Merchandise ruined through normal wear and tear will be replaced without additional replacement charge.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (Continued)

If an "EasyCare®" charge is included, Vestis will replace the corresponding garment Merchandise that is ruined by Customer and non-garment Merchandise that is lost or ruined by Customer, in each case without any additional replacement charge. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare and Customer is still responsible for preparation, embroidery and emblem charges. Either party may discontinue EasyCare on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, Vestis may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. Charges may be additionally increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying Vestis in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, Vestis reserves the right to terminate this Agreement in whole or in part. Vestis may add surcharges or other ancillary charges upon written notice (which may be by invoice or monthly statement) at any time. In consideration of the sizeable investment Vestis is making in Merchandise, Customer agrees that Vestis may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. Vestis will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by Vestis on all past due amounts. Vestis may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing Vestis in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing Vestis a reasonable period of time of at least 30 days to correct or begin to correct the deficiencies. If Vestis has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving Vestis 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that Vestis has not begun to correct. While Vestis will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay Vestis liquidated damages (intended as a good faith pre-estimate of the actual damages Vestis would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is Merchandise that is not part of Company's standard product line, is flame resistant or is embroidered, silkscreened/logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer will immediately notify Vestis of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Vestis or its employees as a result of the existence of such substances. Vestis reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For any Merchandise designated as flame resistant or "FR" (FR Merchandise), Customer agrees to notify all employees of Customer who will be wearing the FR Merchandise that the FR Merchandise is designed for the prevention of clothing ignition during short term and emergency flame exposure only and is not designed for long term high heat exposure or for use around open flames, and that no representation is made by Vestis as to the ability of the FR Merchandise to protect users from injury or death. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that Vestis makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and Vestis disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. Customer assumes all risk associated with the use of the Merchandise, releases Vestis from any and all liability of any kind or nature whatsoever related to the provision or use of the Merchandise and agrees to indemnify, defend and hold harmless Vestis from and against any loss, claim, expense, including attorney's fees, or liability incurred by Vestis as a result of the use or misuse of, or the inability to use, the Merchandise, or the degradation or loss of the reflectivity of any reflective Merchandise or the flame-resistant properties of any FR Merchandise. In no event will Vestis, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all Vestis's fees and costs involved in collection, including reasonable attorney's fees.

The performance of Vestis's duties under this Agreement may be subject to circumstances beyond Vestis's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. Vestis's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by Vestis shall be considered confidential information of Vestis and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of Vestis. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on Vestis until executed by the General Manager of the Vestis facility that will provide service to Customer. This Agreement can only be amended in writing signed by a Vestis General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Vestis Services, LLC.

<u>CITY OF SIDNEY / OFFICES</u>	<u>1-406-433-2809</u>
Name of Customer	Customer Phone Number

KOFFLER, ERIC ALLAN	CSR
Vestis Representative Name and Title	

Name of Customer Contact

Signature - Vestis Representative

Date: _____

By _____ Date: _____
Signature of Authorized Customer Representative

Signature - Vestis General Manager

Date: _____