



SERVICE AGREEMENT

This **SERVICE AGREEMENT** (this "Agreement") is made and is effective this ____ day of _____, 20__ (the "Effective Date"), between _____, ("Customer"), with principal place of business at _____, and **Aramark Uniform Services**, a division of Aramark Uniform & Career Apparel, LLC ("Company"), with principal place of business at 115 North First Street, Burbank, California 91502.

Section 1. Company agrees to supply and Customer agrees to rent the textile merchandise and/or other items set forth on Schedule I attached to this Agreement (collectively, the "Merchandise"), exclusively from Company. Company will launder, mend and finish rental Merchandise. The rental prices, replacement rates and other charges for the initial Merchandise are set forth on Schedule I. Customer locations are authorized to order additional products and services offered by Company (which shall be deemed Merchandise under this Agreement). The rental prices, replacement rates and other charges for any additional Merchandise ordered by a Customer location will be as agreed to by Company and the Customer location and set forth on the Customer location's weekly invoice.

Section 2. The Merchandise shall be provided at those Customer locations identified on Schedule II attached hereto, and at all other additional locations in Company's service area where Customer requests to utilize textile rental services under this Agreement. For Customer locations serviced by Company prior to the Commencement Date (as defined below), the charges set forth in this Agreement shall be implemented within 45 days after the Commencement Date.

Section 3. All rental Merchandise supplied to Customer under this Agreement is the property of Company and shall be promptly returned on demand. Company will replace rental Merchandise worn out through normal wear and tear at no additional charge. Customer agrees to pay for rental Merchandise that is lost or damaged, except rental Merchandise that is worn out through normal wear and tear, ruined garment Merchandise covered by EasyCare® and lost or ruined non-garment Merchandise covered EasyCare®. The charge for lost or damaged Merchandise shall be the then current replacement rate. The initial replacement rate for the initial Merchandise is set forth on Schedule I.

If an "EasyCare®" charge is included, Company 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 loss or ruin charges, as applicable. 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, name 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.

Section 4. The term of this Agreement shall be one hundred and fifty-six (156) consecutive weeks following the later of the last signature date below or the date the rental Merchandise is first installed at a Customer location under this Agreement (the "Commencement Date").

Section 5. (a) All charges under this Agreement are due and payable thirty (30) days from the date of each statement rendered by Company. Customer agrees to pay Company a late payment charge equal to the lesser of 1.5% per month or the maximum permitted by law for any payments not received by Company by the applicable due date.

(b) Customer agrees that all charges shall be increased annually on or after each anniversary of the Effective Date by 5%.

(c) In consideration of the sizeable investment Company is making in Merchandise for Customer, Customer agrees that Company may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the average weekly charges during the initial three months following the Commencement Date.

(d) Company will bill and invoice Customer using Company's established standard billing and invoicing procedures. Company will not be required to agree to any non-standard billing and invoicing procedures requested by Customer, including requests to prepare reports and analyses or to utilize Customer's billing systems. Any deviations from Company's standard billing and invoicing procedures agreed to by Company will be at Customer's sole expense at a cost to be agreed to by the parties. The charges set forth on Schedule I are based on

a 52-week year. Customer shall be responsible for charges applicable to each employee without regard to the absence of any employee for any reason other than termination of employment.

(e) Company will waive all company emblems, name emblems and preparation charges for term of agreement.

Section 6. (a) The Merchandise provided under this Agreement shall not be reduced without Company's consent, except that Customer may reduce the garments related to an employee that is no longer employed by Customer and is not replaced by another employee. Customer agrees to immediately notify Company in writing of any employee's termination and agrees to immediately return all Merchandise issued to such employee. Customer's management shall designate specific personnel at each Customer location who shall have responsibility for notifying Company's route sales representative of any personnel changes and of any new inventory requirements. Company's route sales representative shall be so notified at the time of delivery of the Merchandise.

(b) With respect to the Merchandise covered by this Agreement, Customer acknowledges that Company's Merchandise is not interchangeable and cannot be mixed with those of other textile rental service companies. Customer agrees that it will use only Company's Merchandise for Customer's total requirements, including new additional locations opened by Customer, and will have Company's Merchandise processed only by Company.

Section 7. (a) Customer may terminate this Agreement for any individual location for material deficiencies in service and/or quality of Merchandise provided:

(1) complaints are first made promptly in writing to Company's location serving the Customer location (with a copy sent by U.S. mail, return receipt requested, to the address first set forth above for Company, attention Director of Service, National Accounts or via email to Aramark-Cares@aramark.com), stating the precise nature of any complaints;

(2) Company is afforded at least thirty (30) days to correct, or begin to take reasonable steps to correct, any deficiencies complained of; and

(3) Company fails to correct, or begin to take reasonable steps to correct, the deficiencies complained of, within thirty (30) days.

In the event Customer complies with the foregoing and Company fails to correct or begin to take reasonable steps to correct such deficiencies at the applicable location, Customer may terminate this Agreement at any such location.

Section 8. (a) Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement at any Customer location. 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.

(b) If Customer breaches this Agreement or terminates this Agreement early, other than in accordance with Section 7(a), Customer shall pay Company as liquidated damages (intended as a good faith pre-estimate of the actual damages Company would incur and not as a penalty) for each and every location so terminated, an amount equal to the greater of (a) fifty percent (50%) of the average weekly charges at such location(s) during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all rental Merchandise being provided to Customer at such location(s) at the then current replacement rate.

Section 9. Customer acknowledges that Company may make an investment in "Special Items" provided to Customer locations. "Special Items" are (a) any items that are (i) embroidered, (ii) not part of Company's standard product line or (iii) otherwise denoted with an "*" on Schedule I, and (b) emblems that are unique to Customer. In addition to any other obligations under this Agreement, upon (i) any termination of this Agreement in whole or in part, by either party, whether or not for cause, (ii) the final expiration of this Agreement or (iii) the Customer's or any location's change of the specifications of any Special Items, Customer shall purchase from Company any Special Items in stock or committed by Company to Customer's service (i.e., in-service and shelf inventory, as well as manufacturer's supplies ordered by Company). The purchase price for such Special Items shall be the then current replacement rate or direct sale purchase price, as applicable, or, in the case of emblems, the purchase price set forth on Schedule I.

Section 10. (a) The Merchandise is not resistant to hazardous chemicals, contains no special hazardous chemical resistant features and is not designed for use in areas where contact with hazardous substances is possible. Customer warrants that none of the employees for whom Merchandise is supplied pursuant to this Agreement require clothing that is resistant to hazardous substances. Customer is obligated to notify Company of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Company or its employees as a result of the existence of such substances. Company reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees to indemnify Company from and against any losses, claims, expenses, damages, or liabilities, including reasonable attorney's fees incurred by Company as a result of any Merchandise being soiled with a toxic or hazardous substance.

(b) Unless otherwise stated in this Agreement, the Merchandise supplied under this Agreement is not flame resistant, contains no flame resistant features, and is not is not designed for use in areas of flammability risk is possible. Except for employees wearing flame resistant merchandise, if any, Customer warrants that none of the employees for whom Merchandise is supplied pursuant to this Agreement require clothing that is designed for use in areas of flammability risk.

(c) Any Merchandise listed on Schedule I with two asterisks (**) is flame resistant merchandise. Customer is responsible for ensuring that Customer and its employees follow the proper procedures and requirements for laundering any purchased flame resistant Merchandise as recommended by the fabric manufacturer(s). Customer will provide the following notification to its employees wearing flame resistant Merchandise:

- **WARNING** - For prevention of clothing ignition during short term and emergency exposure to flame or electric arc, do not use for protection against continuous thermal loads, hot liquids or steam. Do not wear alone for limb/torso protection during structural fire fighting. Do not use for chemical protection or protection from other hazardous substances. Failure to comply with this warning may result in serious injury or death.

Section 11. 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. Company warrants to Customer that, so long as Customer shall not be in default of any of the provisions of this Agreement, Company shall provide Customer with Merchandise freshly processed, mended and finished in accordance with generally accepted standards of the textile industry. Company makes no other warranty, express or implied, as to any other matter whatsoever. Customer assumes all risks associated with the use of the Merchandise and Company shall not be liable either in tort or in contract for any injury, death, loss or damage, arising out of the use or misuse of, or the inability to use, the Merchandise, except to the extent such injury, death, loss or damage is due to the willful misconduct of Company or its agents or employees. Customer agrees to indemnify, defend and hold harmless Company from any and all losses, claims, expenses, damages or liabilities, including reasonable attorney's fees incurred by Company, arising out 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 flame-resistant Merchandise. In no event will Company, 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. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that Company 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.

Section 12. Company will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, Company will carry comprehensive general liability insurance (including products, contractual, and broad form vendors' coverage), with minimum limits of \$2,000,000. Any insurance coverage (additional insured or otherwise) that Company provides for Customer will only cover liability assumed by Company in this Agreement; its insurance coverage will not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Customer. Company will furnish to Customer, upon request, a certificate of insurance via email indicating that its coverage is in effect. Customer and Company waive any right of recovery from each other for property damage or loss of property use, however occurring. This waiver includes losses covered by policies of fire, extended coverage, boiler explosion, and sprinkler leakage. This waiver will not apply to claims for personal injury or death.

Section 13. Except as otherwise set forth herein, any notice under this Agreement must be in writing and addressed to the receiving party at the address stated on the first page of this Agreement (or such other address of which that party has given proper notice) and will be effective when delivered by overnight delivery service.

Section 14. Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be held in Los Angeles, California and each party agrees to pay its own costs and expenses (including attorney's fees) and agrees to share equally the fees owed to the AAA.

Section 15. Each of Company and Customer hereby waives all claims against each other for damages arising from interruption or postponement of service caused by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, riots, arrests, explosions, fire, accidents or any other similar cause outside the parties' reasonable control. Upon discontinuance of the cause(s) of interruption or postponement of service, Company shall resume normal service and the then current term of this Agreement shall be extended by a period equal to the period of the interruption or postponement.

Section 16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, executors, successors or assigns.

Section 17. This Agreement constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, discussions, or representations. This Agreement cannot be amended or changed, except in writing signed by Customer and Company. Any terms contained in a purchase order, quote, acknowledgement, or invoice will not be part of this Agreement and are not binding on either party.

Section 18. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by Company shall be considered confidential information of Company and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of Company.

Section 19. Customer has read the foregoing in its entirety and understands all of its terms and conditions, and warrants to Company that the person signing on behalf of Customer has the authority and power to execute this Agreement on behalf of Customer, and after the execution hereof Customer is bound by all of the terms and conditions herein. Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached.

Section 20. Any provision of this Agreement determined by a legal authority to be invalid or unenforceable will not affect the validity or enforceability of the rest of this Agreement. The rights and obligations of the parties which by their nature must survive the termination of this Agreement will survive the termination of this Agreement. This Agreement may be executed in multiple counterparts and sent by facsimile or other electronic means, and each counterpart will be deemed an original, which will together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, by their duly authorized representatives, have executed this Agreement as of the day and year first above written.

ARAMARK UNIFORM SERVICES,
a division of Aramark Uniform & Career Apparel, LLC

[CUSTOMER]

DocuSigned by:
By: Shawn Joseph Fromme
Name: Shawn Joseph Fromme
Title: Manager General
Date: 3/25/2024

By: _____
Name:
Title:
Date:

SCHEDULE I

MERCHANDISE

(See attached)

**City of Tomball
Schedule 1**

ABS							
ITEM DESCRIPTION	ITEM CODE	ITEM COLOR	ITEM SIZE	WEEKLY RENTAL RATE	WEEKLY INVENTORY %	LOSS & RUIN RATE	EASY CARE
SHIRTS							
MEN'S ARAMARK FLEXFIT SHIRT- SS	GS2472	NAVY	XSMR-6XLR, LGEL-4XLL	\$ 0.250	100	\$ 43.200	\$ 0.030
MEN'S ARAMARK FLEXFIT SHIRT- LS	GS2471	NAVY	XSMR-6XLR, LGEL-4XLL	\$ 0.250	100	\$ 43.200	\$ 0.030
ARAMARK AUTHENTIC WORK SHIRT- COTTON- LS	GS0448	NAVY	SMLR-4XLR, MEDL-4XLL	\$ 0.220	100	\$ 21.280	\$ 0.030
ARAMARK AUTHENTIC WORK SHIRT- COTTON- SS	GS0449	NAVY	SMLR-4XLR, MEDL-4XLL	\$ 0.220	100	\$ 21.280	\$ 0.030
WOMEN'S ARAMARK FLEXFIT SHIRT- SS	GS2491	NAVY	XSMR-3XLR	\$ 0.250	100	\$ 43.200	\$ 0.030
COVERALL							
STEELGUARD FR ENHANCED VISIBILITY COVERALL	GO2600	NVYT	38R-60R, 42L-58L	\$ 0.900	100	\$ 123.050	\$ 0.100
PANTS							
DENIM JEANS	GP0294	BLDM	28X28-60X32	\$ 0.270	100	\$ 27.600	\$ 0.030
EQUIPMENT							
8-COMPARTMENT LOCKERS-BIG	CE-0034	SLVN	8/COMP	\$ 3.00	100	\$ 632.50	\$ -
SOIL LOCKERS	CE-0096	SLVN	STAND	\$ 3.00	100	\$ 402.50	\$ -
Z-RACKS	-	BLAK		\$ -	100	\$ 100.05	\$ -
LAUNDRY BAG	XX-0297	GREY		\$ -	100	\$ 5.75	\$ -
LAUNDRY BAG STAND	CE-0120	BLAK		\$ -	100	\$ 16.10	\$ -
MANAGED RESTROOM SERVICES							
<i>Managed Restroom Services Program consists of delivering a variety of restroom supplies (like toilet paper, soap, paper towels, etc....) and providing related restroom stocking services at the time of delivery. Mandated for all locations to receive Managed Restroom Service. Supplies to be provided and related initial pricing.</i>							
MISC. CHARGES							
PREP CHARGE				\$ -	100	\$ -	
COMPANY EMBLEM CHARGE				\$ -	100	\$ -	
NAME EMBLEM CHARGE				\$ -	100	\$ -	
Service Charge				10.00%			
Bill Assure				-			
Additional Stop Charge				\$ 20.000			
DIRECT EMBROIDERY				\$ 10.000	100	\$ -	

*Indicates a Special Merchandise item; buyback required

** Indicates a Flame Resistant garment.

DL/DM 'X' is not a valid item code; will be updated upon receipt of pending artwork

PLEASE NOTE: Item codes may vary and are subject to change, including substitutes for discontinued items.

Above charges are based on 1x weekly service unless stated otherwise. Changes to service frequency are subject to increased or changed rates and/or minimum billing percentages.

EasyCare®, Inventory Maintenance and Bill Assure do not cover Merchandise that is lost or ruined as a result of Customer's willful misconduct or intentional abuse or lost or ruined Merchandise identified in connection with any termination or expiration of this Agreement.

Customer Signature:

Customer Title:

Date:

SCHEDULE II

CUSTOMER LOCATIONS

(See Attached)

Account: City of Tomball

Store #	Contract Assist	Bill To	Service To
1	CA-01032256	City of Tomball	401 Market St Ste C Tomball, TX 77375-4697

Bill To Address	Servicing MC
401 Market St Ste C Tomball, TX 77375-4697	557