



P O Box 2190
3235 East Matthews
Jonesboro, AR 72401

Enhancing Image & Safety Through Innovation

AGREEMENT FOR SUPPLY OF G&K SERVICES

0784313

This Agreement, including the terms below, on the reverse, and on any attached written addenda and any added verbally as described below, all of which are incorporated by this reference, ("Agreement") is entered into between Customer and G&K Services ("G&K"), as of the Effective Date. Customer and Effective Date are identified below.

1. G&K Agrees With Customer:

- To provide services ("Services") and merchandise ("Merchandise") listed on any attached Addenda, or added verbally or in a separate writing by Customer.
- To provide **G&K Service Guarantees:**
 - G&K will **deliver all Merchandise** to Customer, picked-up by G&K on a regularly scheduled delivery day, by the next scheduled delivery day;
 - G&K will clean all Merchandise using **high standards** in laundering methods;
 - G&K will **inspect, repair and deliver** to Customer, on the next scheduled delivery day, all Merchandise needing repair that can reasonably be repaired;
 - G&K will deliver to Customer all Merchandise in a **clean and useable condition** on the next scheduled delivery day;
 - G&K will deliver to Customer, **on the next regularly scheduled delivery day**, replacement or additional uniforms ordered of a similar size and color as those in service at Customer, provided G&K receives the order on a regular delivery day;
 - G&K will **replace worn-out Merchandise** on the next regularly scheduled delivery day **with Merchandise meeting G&K's high quality standards**, at no additional charge to Customer except for Merchandise damaged or lost and except for charges for preparation, nametags or emblems, and embroidery;
- To issue a **credit to Customer's account** equal to the weekly charge for the item of Merchandise affected, to the extent G&K Service Guarantees are unmet.
- To **review with Customer** its account for Services and Merchandise as needed or upon request.
- To remain committed to **meeting or exceeding Customer's needs**, and to **respond to any Customer service request or concern** within 48 business hours after receipt by a G&K representative.

If G&K materially fails to provide Services or Merchandise required under this Agreement, Customer will deliver written details of the failure to the G&K office serving Customer, and G&K then has 60 days to correct it. The failure will be considered corrected unless within 10 days after this sixty-day period Customer delivers to the G&K facility serving Customer a second written notice showing the failure is continuing. If this Agreement then is cancelled, Customer will pay G&K all amounts then due, return all rental items to G&K in good and usable condition, and pay the replacement value for all lost, damaged and/or unreturned rental items.

2. Customer Agrees With G&K:

- **Customer has no commitment to any other company** for Services or Merchandise described in or otherwise covered under this Agreement, the individual signing for Customer is authorized to enter into this Agreement on Customer's behalf, and this Agreement, when signed on behalf of Customer will constitute a legal binding obligation of Customer, enforceable against Customer;
- To **order from G&K all its requirements** for the type of Merchandise and Services covered under this Agreement during the time this Agreement is in effect;
- To **pay the fees** for all Merchandise and Services supplied by G&K under this Agreement, based on 52 weeks per year of service, as follows:
 - In cash on the regular delivery day or, if G&K has approved credit for Customer, within 10 days after the date of each invoice delivered; provided that G&K may, at any time, convert any account to a cash on delivery basis;
 - Annual increases in prices as invoiced by G&K for Merchandise and Services to the greater of 5% over existing prices or the rate of increase for the previous 12 months reported in the consumer price index commonly used in the location of the G&K facility that serves Customer; if G&K determines that greater price increases for Merchandise and Services are warranted, G&K will give Customer written notice prior to the effective date of the increase;
 - All charges shown on G&K invoices for additional items, such as additional orders for Merchandise and Service, charges for any nametags, emblems, embroidery, seasonal changeovers, exchanges, outsizes, automatic replacement, Image Guard program, special services programs, taxes, replacement values for Merchandise lost or damaged (ordinary wear and tear excepted) while in possession of Customer, and charges for environmental and energy costs (service charges for environmental and energy costs will be used to help G&K pay various fluctuating costs relating to the environment, energy, service and delivery; revenue from all charges on G&K invoices is used to offset costs and to provide general revenue to G&K);
 - At any time while this Agreement is in effect, a minimum of 75% of the average weekly fees invoiced by G&K to Customer during (a) the first 8 week period under this Agreement, or (b) any lesser period from commencement of this Agreement if Customer has not yet had 8 weeks of weekly invoices;
 - A monthly service charge on all past due amounts equal to the lesser of 18% per annum or the highest rate permitted by law; and
 - G&K's then current replacement values for all embroidered or permanently embellished, non-standard and/or unreturned Merchandise provided to Customer by G&K under this Agreement at the time this Agreement expires or is terminated for any reason.
- To notify G&K in advance of service of anything that may pose a health or environmental hazard, as for example Merchandise containing lead or blood borne pathogens, except as approved in advance by G&K in writing;
- To be responsible for and hold G&K harmless from any claim arising from use of the Merchandise by Customer; and
- To take whatever steps are necessary to assign this Agreement to any successor to Customer if Customer or Customer's business, assets or capital stock is sold or taken over by another party, and to notify G&K in writing of any assignment.

3. Term; Renewal; Early Termination.

- This Agreement takes effect as of the Effective Date and continues for the term of ³⁶ ~~60~~ months ("Initial Term") from the later of (a) the Effective Date or (b) the date G&K first delivers Merchandise to Customer, and then renews automatically and continuously for successive periods of 36 months each ("Renewal Term"), unless either party gives the other party written notice of non-renewal at least 90 days, but no more than 180 days, prior to expiration of the Initial Term or any Renewal Term.

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, AND IN ANY ATTACHED ADDENDA, ARE A PART OF THIS AGREEMENT.
THIS AGREEMENT IS NOT BINDING ON G&K UNTIL SIGNED BY G&K MANAGEMENT BELOW.

G&K SERVICES

Sales Signature

Printed Name and Title

Rick DAVIS SUC. Mgr.

Management Signature

Printed Name and Title

Copy