



## Laundry Services Agreement

Whereas, Supplier is in the business of performing laundry services including pick-up and delivery services, and

Whereas, Customer is in need of such services and desires to engage Supplier to perform such services.

Now, therefore, in consideration of the mutual covenants, agreements and conditions herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope of Service:** Supplier agrees to provide laundry services for Customer owned goods in accordance with the "Scope of Work" provision attached as Exhibit "A". Customer agrees, so long as this Agreement remains in effect, to use Supplier to provide all of the laundry services described in this Agreement.
2. **Facilities:** Supplier represents and warrants that its laundry facility contains, equipment, which complies with all current regulatory requirements of any agency having jurisdiction.
3. **Term:** The parties agree that the term of this Agreement shall be for one (1) year commencing on \_\_\_\_\_ This Agreement will auto renew on a month-by-month term until either party terminates or a new contract is executed. This Agreement is binding and in force upon execution, unless otherwise terminated pursuant to the terms contained herein (hereinafter "Termination Date").
4. **Fees.** Customer shall pay Supplier a fee for the items and services in accordance with "Exhibit B" attached hereto.
5. **Billing Disputes:** All delivery weights and piece counts shall be verified by Customer within 48 hours of delivery to Customer. Customer shall notify Supplier of any discrepancy within such 48-hour period.
6. **Adequate Inventory; Processing Time:** Customer agrees to maintain a minimum inventory of four (4) par of each item at all times. Supplier shall process items and return them to Customer on next scheduled pick up of soiled items from Customer, except items that are rejected from production. Supplier shall pick-up and return such items pursuant to such schedule as to which the parties hereto from time-to-time mutually agree.
7. **Payment for Services:** Customer agrees to pay Supplier on a weekly basis based on Supplier's daily delivery tickets. Supplier shall issue an invoice to Customer weekly. Invoice shall cut off on the last day of a month with a new invoice being created for the first day of the next month. Payment is due within 10 days of receiving any invoice. Should Customer become past due, Supplier shall give written notice to the Customer, and if Customer fails to remit payment within 7 days of receiving said notice, the Supplier may at its sole discretion, place Customer's account on a C.O.D. basis.
8. **Quality and Right to Terminate:** It is the desire of both parties that the service performed by Supplier result in the finished quality of Customer's linens and miscellaneous items being maintained at a level reasonably satisfactory to Customer, which must be equivalent to or greater than 4-Diamond standards. In the event such is not the case, Customer shall notify Supplier in writing of Customer's specific dissatisfaction, at which time Supplier shall have thirty days in which to correct Customer's dissatisfaction. In the event that at the end of such period, Customer remains dissatisfied, Customer shall have the right to terminate agreement with or without cause.
9. **Mutual Right to Terminate:** Either party shall have the right to terminate this Agreement if at any time a party has a reasonable basis to believe that any of its current or pending licenses and/or permits may be

terminated, revoked, or denied as a result of this Agreement or as a result of its relationship with the other party. Furthermore, either party shall have the right to terminate the Agreement if at any time either party has caused financial burdens or failed to uphold to their reasonable and agreed responsibilities within the agreement. Additionally, either party shall have the right to terminate the Agreement for any reason with a 30-day written notice to the other party.

10. Merchandise Control:

- A. The parties agree, however, that since all of the linen involved in this Agreement are the property of Customer, Customer shall be solely responsible for linen control and Supplier shall have no responsibility or liability whatsoever for loss, damage or destruction of any item being laundered except that which occurs while items are in Supplier's possession or which is due to mechanical or technical failure of Supplier's machinery, laundry processing methods or the negligence or willful misconduct of Supplier. Supplier will be responsible for theft or loss which is specifically proven to have occurred while Supplier is in possession of any such items. The parties agree that they will mutually cooperate to determine the source and cause of any such theft or loss.
- B. The parties agree that supplier will provide an adequate number of carts for the sole use of transporting customer owned goods that are serviced under this agreement. Customer will ensure such carts are not utilized for or any other purpose or by any other entity, for any reason including but not limited to storage for any department within customer premises, means of transfer for garbage or waste, any other vendor utilizing similar tools or merchandise.

11. Insurance: Surfside Commercial Laundry shall produce and maintain at its expense during the term hereof, policies of insurance of the types and in amounts no less than the following minimum coverages: (a) comprehensive general liability (including contractual and products liability) – combined single limit of \$1,000,000; (b) automobile liability (covering all owned and non-owned vehicles) combined single limit of \$1,000,000 protecting Customer, its owners, manager, affiliates, employer, agents and representatives from claims for personal injury, bodily injury or death and property damage that may arise from Surfside Commercial Laundry' operations of the services hereunder or any omissions by Surfside Commercial Laundry, its officers, directors, employees, agents and assignors, Surfside Commercial Laundry will also provide evidence of coverage for workers' compensation – statutory liability and employers liability - \$1,000,000. Such policies shall be with responsible insurance companies upon terms satisfactory to Customer. Insurance shall be primary and not contributory and be on an occurrence basis and contain a waiver of subrogation with respect to the additional insured described below. The insurance certificates of insurance of each and every such policy shall be delivered to Customer upon request. All policies in effect with be certified to cover all operations, locations, and vehicles with respect to the work performed for the certificate holder, and, (1) general and auto liability will cover the certificate holder as an additional insured; (2) all policies shall contain waivers of subrogation in favor of certificate holder and are primary to any similar coverage carried by certificate holder; (3) general liability includes vendor's coverage for the certificate holder in respect of all products purchased from the insured for resale by the certificate holder.

Each such insurance policy shall name Customer and the related persons described above as additional insured and shall not be cancelable, terminable, or subject to material change without thirty (30) days prior notice to Customer.

- 12. Assignment: This Agreement and the rights and duties of the parties hereto may not be assigned or delegated, and any attempted assignment or delegation shall be void unless prior approval of the affected party is obtained. Said approval shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of Supplier and Customer, and their permitted successors and assigns; but nothing in this Agreement, express or implied, is intended to or shall confer upon any party other than Customer and Supplier any rights or remedies under or by reason of this Agreement.
- 13. Binding Effect: All the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be binding upon and shall inure to the benefit of their respective successors and, to the extent assignment is permitted hereunder, their respective assigns.
- 14. Amendments: Any amendment, change or modification of this Agreement shall be void unless in writing and signed by all parties hereto.

If to Customer, addressed to:

If to Supplier, addressed to:

Peter Snyder, General Manager  
Surfside Commercial Laundry

14. Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama.
15. Force Majeure: Neither party shall be liable for any failure in the performance of its obligations under this agreement which may result from strikes or acts of labor unions, fires, floods, earthquakes, or acts of God, war or other contingencies beyond its control.
16. Attorney's Fees: Should it become necessary to enforce this Agreement by legal action, the prevailing party shall be entitled to recover all its enforcement costs, including reasonable attorney's fees.

IN WITNESS WHEREOF we have hereunto set our hands on the day and year first above written.

Surfside Commercial Laundry

By: \_\_\_\_\_

Name: Peter Snyder

Title: VP of Sales

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

## EXHIBIT A

### “Scope of Service”

1. Supplier agrees to reject from production, any torn or worn-out items and to return “properly identified” to Customer.
2. Supplier agrees to furnish, upon request, copies of all wash formulas to customer for approval by Customer.
3. Supplier agrees to provide access to plant for Customer’s inspection during hours of operation.
4. Supplier agrees to maintain proper security for plant at all times.
5. Supplier agrees to launder all items belonging to Customer separately from other customer’s merchandise.
6. Supplier agrees to communicate with Customer plans in the event of breakdowns or disasters when necessary.
7. Supplier agrees that deliveries will be made within 2 hours of the mutually agreed and scheduled time unless a breakdown occurs while linen is in transit. If a breakdown occurs, Supplier shall complete the corresponding delivery as soon as is reasonably possible.
8. Supplier agrees to furnish and maintain at each site of deliveries bulk laundry carts.
9. Supplier agrees to bill customer weekly for all services rendered. Charges must be itemized by department: Housekeeping
10. Supplier agrees to pack out all clean linen in bulk laundry carts.
11. Supplier agrees to clean and maintain all delivery carts as required to maintain sanitary conditions and safe operation.
12. Supplier agrees that any items rejected by Customer due to poor quality shall be reprocessed at no additional cost.
13. Supplier agrees to process all items in accordance with the Textile Manufacturer’s instructions or as instructed by Customer’s laundry service manager.
14. Customer shall determine in its sole and absolute discretion, the disposition of all items and whether such items are classified as reject items.
15. Supplier agrees to make one (1) daily delivery to Customer as follows: Rooms Linen will be picked up by \_\_\_\_\_. and delivered back the following evening by \_\_\_\_\_. (48-hour turn). The designated pick up and drop off areas are as follows:\_\_\_\_\_
16. Customer agrees to pre-sort all linen and textiles in distinct carts with ALL flat work (sheets and pillow slips) and ALL terry items (bath towels, hand towels, wash cloths, and bath mats) and other items separated into separate carts or laundry bags provided by Contractor.

**EXHIBIT B**

**“Fees”**

1. Customer agrees to compensate supplier for scope of services rendered as follows.

**SCHEDULE OF SERVICES**

Table Cloth	\$ 7.50/ PER Piece
Napkins	\$ 0.50 / PER Piece
Runners/ Sash	\$2.50/ PER Peice

**EXPRESS Service Fee Shall be \$ 0.85 / LB and a fee of \$50.00 per Delivery**

**There will be a \$100 minimum per order placed on each delivery. The total amount of the processed linen invoice will be deducted from this minimum charge if the invoice does not meet the \$100 minimum requirement.**

**EXHIBIT C**

**“Fees”**

2. If Customer chooses to send any of the following items please see price structure below.

**SCHEDULE OF SERVICES**

Laundry Linen Service	\$ 0.75/ LB
Dyed Linen Service	\$ 2.00 / LB
<b>Add \$1.00 for each additional dye pack added to the dye cycle</b>	
Reclaimed Linen Service	\$ 1.35 / LB
Blanket Service / Coverlets	\$ 3.50 / Item
Shower Curtain	\$ 3.50/ Item
Mattress Pads	\$ 3.50 / Item
Bed Skirts	\$ 3.50 / Item
Bed Spreads	\$ 10.50 / Item
Pillows	\$ 2.50 / Item
Pillow Shams	\$ 2.50 / Item
Robes	\$ 3.50/ Item
Drapes with Per Pleat	\$ 7.50 / Item
Table Cloth	\$ 7.50 / Item
Napkin	\$ 0.50 / Item

**EXPRESS Service Fee Shall be \$ 0.85 / LB and a fee of \$50.00 per Delivery**

**(express service is any turn around below the agreed upon turn time).**

**A Delivery fee of \$50.00 will be applied for any picks ups under 500lbs.**