

Assessor's Parcel Number: N/A

Date: JULY 27, 2018

Recording Requested By:

Name: HEATHER MACDONNELL, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

CONTRACT #2018-173
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

ALSCO, INC.

[Handwritten Signature]
DOUGLAS COUNTY
CLERK

2018 JUL 27 PM 12: 21

NO. 2018.223

FILED

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and AlSCO, Inc., a Corporation registered with the Nevada Secretary of State with offices at 2535 E. 5th Street, Reno, Nevada 89512. ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the later of either (1) the date it is approved and signed by representatives of both Parties, or (2) August 1, 2018. The Contract will remain in effect until July 31, 2023, unless earlier terminated by either party in accordance with the terms of this Contract. After July 31, 2023, this Contract will automatically renew for successive five (5) year terms, subject to the same terms and conditions as set forth herein, unless either party provides the other with 90 days written notice of its intent not to renew.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;

- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

3. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Also, Inc. has entered into a contract with Douglas County to perform work through Tuesday, August 01, 2023 and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

*Douglas County
Technology Services Department
Post Office Box 218
Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform certain linen and uniform rental and maintenance services, as more particularly described as follows:

- A. The Services to be performed under this Contract are generally described in Exhibit A and are further specified in Exhibit B, both of which are attached and incorporated by reference herein; the Services will be performed in accordance with this Contract and with the Service Agreement in Exhibit C.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a per unit cost basis as set forth in Exhibits A and B, and the Parties agree that the total annual cost for the first twelve months shall not exceed Eight Thousand Dollars (\$8,000) (the "Contract Price"). After the first twelve months of the Contract have passed, and beginning on the anniversary date of the Contract, the prices set forth in Exhibits A and B may be subject to an increase in accordance with the Consumer Price Index (CPI). Price increases shall only take effect on the anniversary date of the contract, and the prices shall not increase by more than 5% on each anniversary date. In order for a price increase to take effect, Contractor shall provide the County with written notice of its intent to increase prices, setting forth the amount by which Contractor intends to increase prices, at least 90 days prior to the anniversary date.

Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 60 days after receiving its first notice of such breach and having been given a reasonable opportunity to cure the breach; additionally, if, after receiving its first notice, a breaching party cures the breach within 60 days, but thereafter breaches the terms of the Contract, the non-breaching party may provide a thirty (30) day notice of its intent to terminate, and will not be required to offer the breaching party an opportunity to cure. Except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

7. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's

discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. If there is a conflict between the terms contained in the Contract and/or any Exhibits attached hereto, the following is the terms of this Contract Document shall prevail, followed by Exhibit C, Exhibit B, and then Exhibit A. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any

purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

18. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

21. **WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

22. **NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Public Works Department
Post Office Box 218
Minden, Nevada 89423

To Contractor: AlSCO, Inc.
Attn: Brian Solomon
2535 E. 5th Street
Reno, Nevada 89512
Tel: 775-745-0185

23. **CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

AlSCO, Inc.

By: _____
Name: _____
Title: _____ (Date)

Douglas County

By:  _____ 7/18/18
Lawrence A. Werner, County Manager (Date)

21. **WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

22. **NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Public Works Department
Post Office Box 218
Minden, Nevada 89423

To Contractor: AlSCO, Inc.
Attn: Brian Solomon
2535 E. 5th Street
Reno, Nevada 89512
Tel: 775-745-0185

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IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

AlSCO, Inc.

By: _____

Name: Shawn Mynear
Title: General Manager

(Date)

7/24/18

Douglas County

By: _____

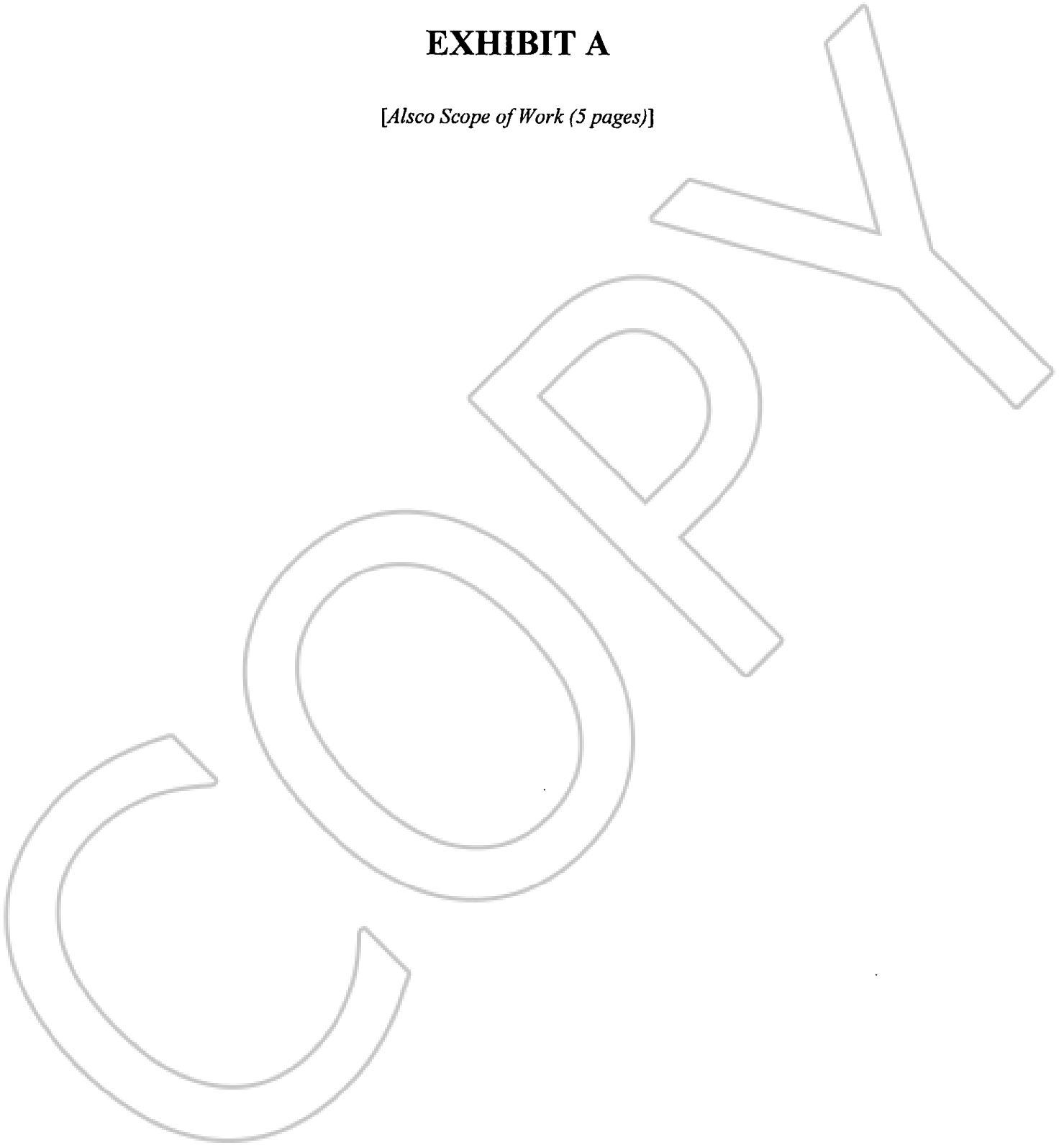
Lawrence A. Werner, County Manager

(Date)

7/18/18

EXHIBIT A

[Alsco Scope of Work (5 pages)]





Linen and Uniform Rental Services

June 25, 2018

Ms. Heather MacDonnell
Administrative Service Manager
Douglas County Public Works
1120 Airport Rd Bld F-2
Minden, NV 89423

Dear Ms. MacDonnell:

Thank you very much for the confidence you have shown in the full line of AlSCO services by allowing us to present the attached proposal. We pledge our full resources and support to provide you with continuous, prompt, and dependable service.

Ms. MacDonnell, our proposal represents an outstanding opportunity for Douglas County Public Works and AlSCO. Your acceptance ensures your company of competitive price stability, top-of-the-line quality products, ease of transition from your current program, and commitment from our employees to provide you the best service possible. AlSCO has been in business for over 125 years and has a history of fair dealing and superior customer service.

We look forward to your favorable consideration and appreciate your willingness to begin our successful business relationship.

Best regards,

Brian Solomon
Sales Consultant

AlSCO Solutions and Standards of Excellence

Ease of Transition: At AlSCO, we know that transitioning from one service provider to another can seem overwhelming. We make the transition phase as seamless as possible by being flexible, accurate, and sensitive to your needs. Please ask your AlSCO representative for a list of recently installed new customers who can share their positive experiences with you.

- Distribution:**
- Linen Disbursement Systems ensure linens are sorted and stacked on shelves, keeping your linen inventory organized.
 - Linens are wrapped in plastic to keep them clean and protect them from contamination.
 - Lockers and Soil Lockups are provided as needed to protect and organize garments.
- Repairs:**
- Our Garment Repair System enables us to maintain your garments in the best possible condition, free of missing buttons, tears, etc.
 - Internal Quality Control inspections ensure complete repairs are made promptly.
- Consistent Deliveries:**
- Inventory Control Systems ensure delivery of the correct amount of inventory for your needs and budget.
- Quantities:**
- *A-Track*SM online account management system provides you with online account management in real time.
 - Our Special Delivery System ensures you always have uniforms when you need them.
- Quality:**
- The AlSCO Consistent Appearance System ensures your company maintains the image you expect and need.
 - Our high-tech equipment delivers a superior level of quality at very competitive prices.
 - Internal Quality Control inspections ensure the highest level of consistent quality.
 - With AlSCO's NSF International hygienically clean certified table linens, you never have to wonder how clean your table linens really are



- New Items:
- Our professional Route Sales Representatives manage your account for you so you can focus on your business.
 - *A-Track*SM online account management system lets you place orders and make changes on line at your convenience.
- Consistent Billing:
- The Also Easy-to-understand Billing System allows you to manage your uniform costs.
 - *A-Track*SM online account management system helps you analyze costs over extended periods of time.
- Correct Inventories:
- We perform account audits on a regular basis to make certain our systems are working smoothly and that your inventory is within appropriate levels.
 - Our Inventory Control Systems ensure proper inventories and consistent cost controls for your company's needs.
- Responsiveness:
- All service personnel are equipped with cell phones so requests and questions receive an immediate *One and Done*SM response.
 - Our account audits and goodwill visits keep things running smoothly.
 - The Also Special Delivery System addresses any unforeseen need.

Also Competitive Advantages

- ✓ *A-Track*SM Online account management
- ✓ 24/7 service
- ✓ Employee tenure and training
- ✓ Environmentally friendly processes - "green"
- ✓ Geographic coverage
- ✓ Highest quality Made in USA product
- ✓ Live inbound call reception
- ✓ Multiple branch support
- ✓ Multiple deliveries per week
- ✓ One-stop-shopping
- ✓ Privately owned
- ✓ Product variety
- ✓ Regular inventory reviews
- ✓ Service guarantee
- ✓ Weekend and special deliveries



All Fresh

Mats	Unit Price	Replacement Price
4 X 6	\$4.05 each	\$75.00

Mops	Unit Price	Replacement Price
Large Wet Mop	\$1.25 each	\$7.75

Linen

Towels	Unit Price	Replacement Price
Shop Towel	\$0.06 each	\$1.95
Inventory Minimum Usage	50% of inventory	
Front of House Microfiber Pro Towel	\$0.15 each	\$1.95
Inventory Minimum Usage	50% of inventory	
Utility Towel	\$0.22 each	\$2.00
Inventory Minimum Usage	50% of inventory	

Apparel

Coveralls	Unit Price	Replacement Price
Coverall	\$0.81 each	\$30.00
Inventory Minimum Usage	50% of inventory	

Pants	Unit Price	Replacement Price
Industrial Pants	\$0.40 each	\$20.00
Inventory Minimum Usage	50% of inventory	
FR Pants	\$1.65 each	\$37.00
Inventory Minimum Usage	50% of inventory	



Shirts	Unit Price	Replacement Price
Industrial Shirt	\$0.40 each	\$18.00
Inventory Minimum Usage	50% of inventory	
FR Work Shirt	\$1.95 each	\$45.00
Inventory Minimum Usage	50% of inventory	

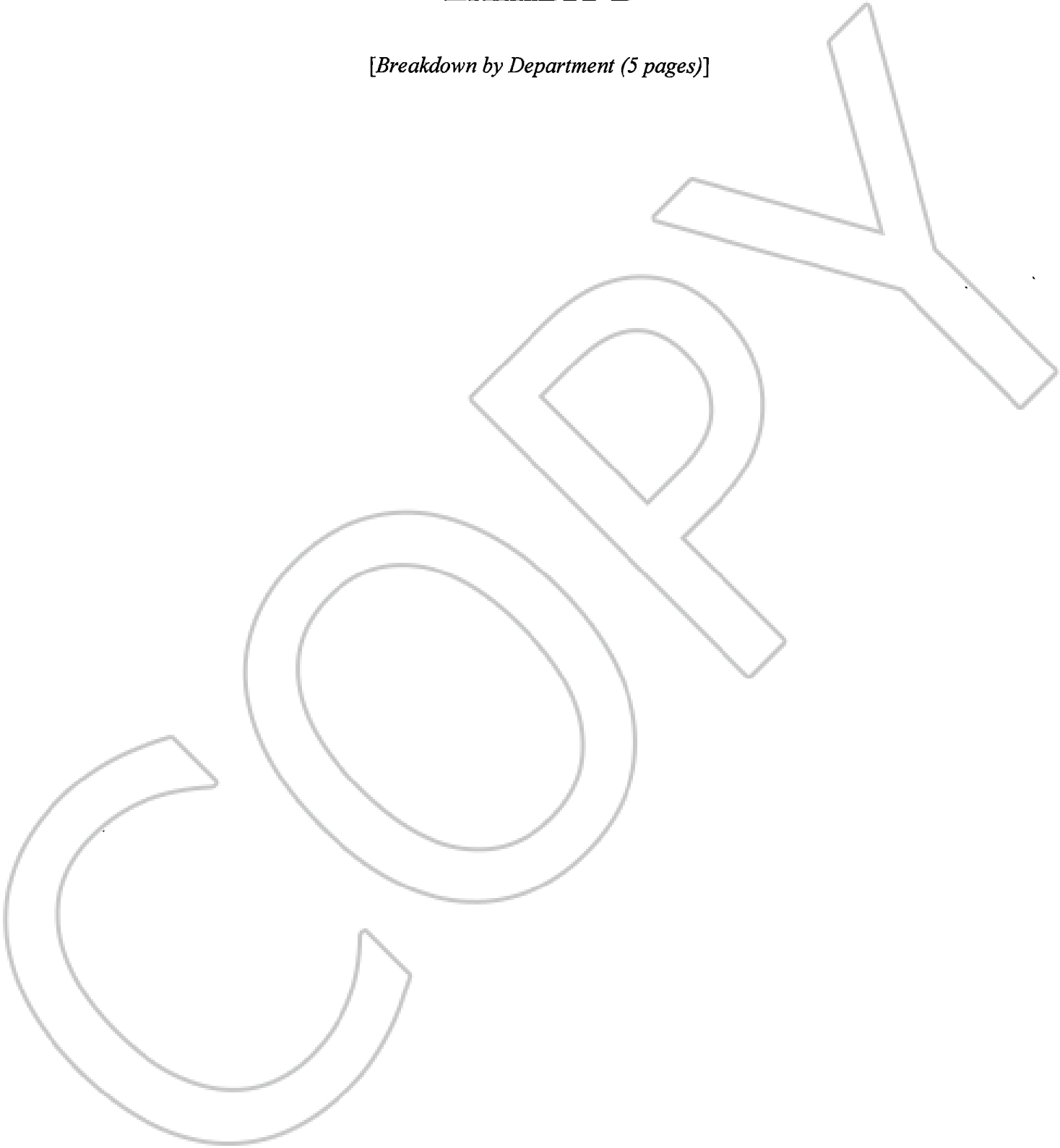
Definition of Charges

Miscellaneous	
Inventory Maintenance	10% per invoice
Service	
Service Charge %	8% per invoice
Minimum Service Charge	\$8 per invoice



EXHIBIT B

[Breakdown by Department (5 pages)]





CONFIDENTIAL SAMPLE INVOICE PROPOSAL

Brian Solomon
2535 E 5th Street
Reno, NV 89512
775-745-0185

EXCLUSIVELY PREPARED FOR:

Douglas County Roads

Value Added Services

Company: Douglas County Roads
Attn: Heather MacDonnell
Address: 1120 Airport Rd F-2
City/St/Zip: Minden, NV 89423
Phone: Fax:
Date: Email:

EOW SERVICE:

Table with columns: Item Description, UNIT PRICE, EOW USAGE, Totals. Rows include Work Pants (\$14.00), MEDICAL LAUNDRY BAG (\$0.00), BAG STAND (\$0.00), SubTotal (\$14.00), Inventory Maintenance (\$1.40), Service Charge (\$1.12), All Charges including Service Charge (\$16.52).

Proposal expires: 8/2/2018

WEEKLY SERVICE INCLUDES:
PICK UP AND DELIVERY OF SOILED AND CLEAN GOODS
CONTINUAL MAINTENANCE OF THE ITEMS
CONTINUAL REPLENISHMENT OF GOODS

Table listing service categories: HOSPITALITY SERVICES (Napkins, Table Cloths, Bar Towels, Aprons, Glass Towels, Chef Coats, Grill Pads, Chef Pants), HOTEL LINENS (Bed Linens, Bath Towels, Blankets, Bath Mats), FACILITY SERVICES (Hand Soap, Auto Flush, Paper Towels, Auto Faucets, Bath Tissue, Air Freshners), MATS / DUST CONTROL (Wet Mops, Logo Mats, Dust Mops, Anti-Fatigue, Microfiber Mops, Walk-off Mats), HEALTHCARE (Barrier Gowns, Patient Gowns, Scrubs, Lab Coats), INDUSTRIAL WEAR (Shirts & Pant, Jackets, Coveralls, ShopTowels).



**CONFIDENTIAL SAMPLE INVOICE
PROPOSAL**

Brian Solomon
2535 E 5th Street
Reno, NV 89512
775-745-0185

EXCLUSIVELY PREPARED FOR:

Douglas County Fleet

Value Added Services

Company: Douglas County Fleet
Attn: Heather MacDonnell
Address: 1120 Airport Rd F-2
City/St/Zip: Minden, NV 89423
Phone: _____ **Fax:** _____
Date: _____ **Email:** _____

WEEKLY SERVICE:

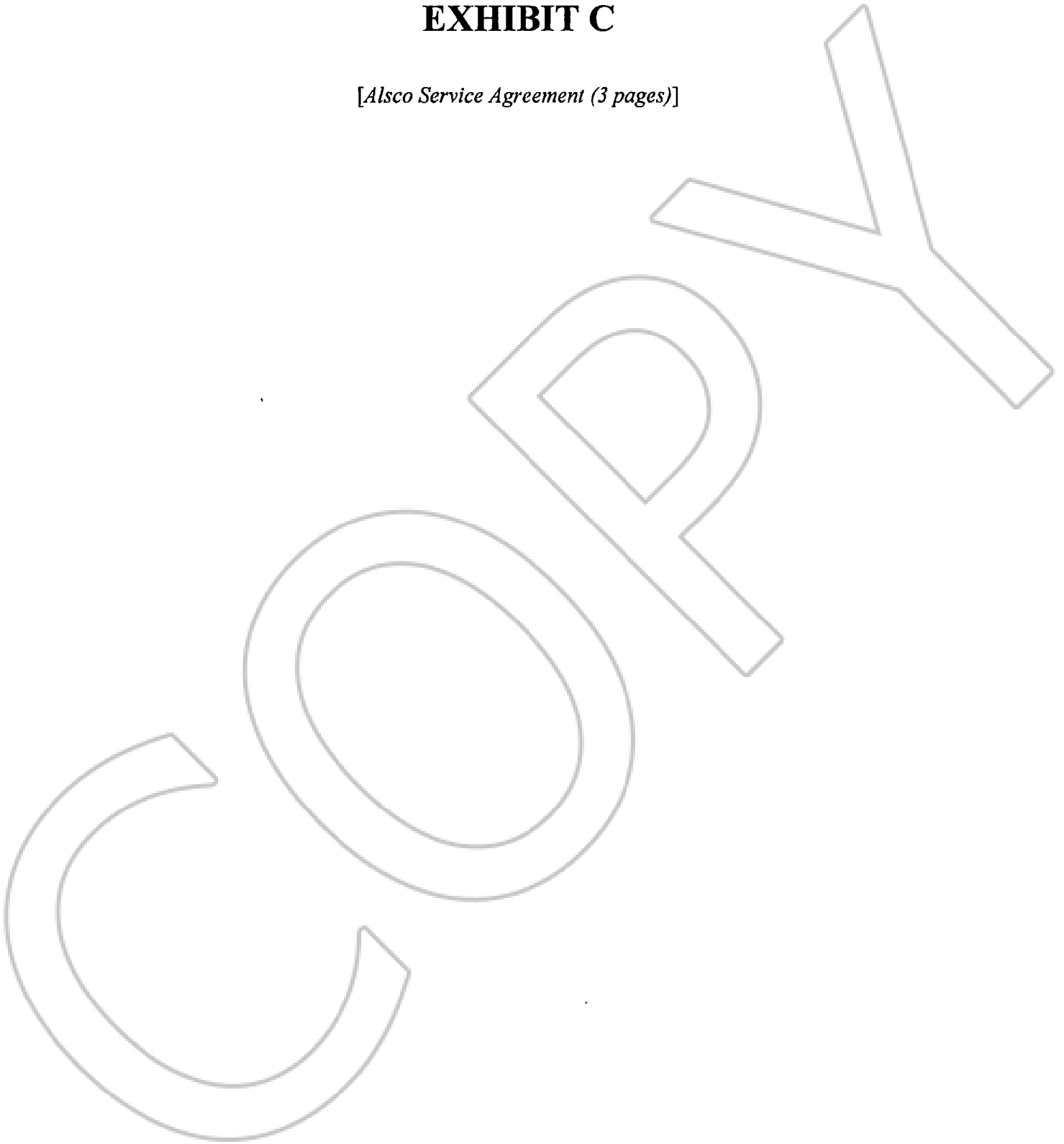
Item Description	UNIT PRICE	WEEKLY USAGE	Totals
Work Shirt	\$0.400	25	\$10.00
Work Pant	\$0.400	25	\$10.00
Coveralls	\$0.810	1	\$0.81
Shop Towels	\$0.060	212	\$12.72
Microfiber Towel	\$0.220	53	\$11.66
Wet Mop	\$1.250	2	\$2.50
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
MEDICAL LAUNDRY BAG			\$0.00
BAG STAND			\$0.00
			\$0.00
			\$0.00
<i>Proposal expires:</i> 8/2/2018		SubTotal	\$47.69
		Inventory Maintenance	\$4.77
		Service Charge	\$3.82
		All Charges including Service Charge	\$56.28

- HOSPITALITY SERVICES**
- Napkins Table Cloths
- Bar Towels Aprons
- Glass Towels Chef Coats
- Grill Pads Chef Pants
- HOTEL LINENS**
- Bed Linens Bath Towels
- Blankets Bath Mats
- FACILITY SERVICES**
- Hand Soap Auto Flush
- Paper Towels Auto Faucets
- Bath Tissue Air Freshners
- MATS / DUST CONTROL**
- Wet Mops Logo Mats
- Dust Mops Anti-Fatigue
- Microfiber Mops Walk-off Mats
- HEALTHCARE**
- Barrier Gowns Patient Gowns
- Scrubs Lab Coats
- INDUSTRIAL WEAR**
- Shirts & Pant Jackets
- Coveralls ShopTowels

WEEKLY SERVICE INCLUDES:
 PICK UP AND DELIVERY OF SOILED AND CLEAN GOODS
 CONTINUAL MAINTENANCE OF THE ITEMS
 CONTINUAL REPLENISHMENT OF GOODS

EXHIBIT C

[Alsco Service Agreement (3 pages)]





First in textile services worldwide

Location No. _____

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

- 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 which 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.
- 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.
- Charges.** In consideration for the services and goods provided hereunder, Customer agrees to pay the charges set forth on the Schedule 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 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.
- 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.
- Payment and Credit.** All charges shall be payable upon delivery, unless Customer 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.
- 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.
- 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 as 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.
- 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.
- 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.
- 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.
- Underwriting 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.
- 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.
- Blinding 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.
- 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.
- 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 country in which Supplier's plant is located.

CUSTOMER'S ACCEPTANCE:

CUSTOMER NAME: _____

BY: _____
(AUTHORIZED SIGNATURE)

ADDRESS: _____

TITLE: _____

CITY, STATE, ZIP: _____

DATE: _____

SUPPLIER'S ACCEPTANCE:

BY: _____
(AUTHORIZED REPRESENTATIVE)

TITLE: _____

DATE: _____

GLOSSARY OF ALSCO CHARGES

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

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.



First in textile services worldwide

**SERVICE AGREEMENT
SCHEDULE A**

Location #	Route #	Stop #	S	M	T	W	TH	F	S	Frequency: Weekly	<input type="checkbox"/> EOW	<input type="checkbox"/> E4W	<input type="checkbox"/> E8W
New Acct <input type="checkbox"/>	Additional <input type="checkbox"/>	New Item <input type="checkbox"/>	Increase Inventory <input type="checkbox"/>	Garment Upgrade <input type="checkbox"/>						Week: A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliver To:	Bill To:												
Address	Address												
City, State, Zip	City, State, Zip												
Phone ()	Fax ()	Phone ()										Fax ()	
Key Contact & Title	Key Contact & Title												
E-Mail/Address	E-Mail Address												
Website	Website												
Delivery Minimum	Special Delivery Charge	COD <input type="checkbox"/> Charge Applied For <input type="checkbox"/>										PO #	
Time Open	Time Close	Contract Class										Sales Code	
Tax <input type="checkbox"/> Exempt <input type="checkbox"/>	#	Contract Expiration Date										Salesperson	
												Page of pages	

Line No.	Item No.	Code	Wearer Name	Size	Item Description/Color	Delivery Quantities						Total Inventory	Inventory Minimum Billing %	Quant.	Invoice Rule	Unit Price	Replac-ment Charge	Inv. Maint. %
						1 st	2 nd	3 rd	4 th	5 th	6 th							

ISSUE DATE:		UNIFORM CHARGES										INVOICE DATES		Notes:					
Charge	Price/Each	Invoice Service Charge										%	\$						
Name Emblem		Garment Inventory Maintenance												Price/Each					
Company Emblem		Shirts																	
Preparation Charge		Pants, Coats, Jackets																	
Oversize Charge		Blended Coveralls																	
Other:		Cotton Coveralls																	
Grade: New <input type="checkbox"/>	A <input type="checkbox"/>	B <input type="checkbox"/>	Customer's Initials _____																

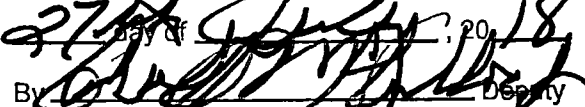
COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

27th day of _____, 2018
By:  Deputy