



**Paramount**  
 Linen and Uniform Rental  
 837 S. 27th St., Lincoln, NE 68510

# SERVICE & RENTAL AGREEMENT

| QUAN.                                                               | DESCRIPTION | COLOR | SIZE | NAME | REPLACEMENT RATE | ITEM PRICE | WEEKLY CHARGE |
|---------------------------------------------------------------------|-------------|-------|------|------|------------------|------------|---------------|
| Extension of Current contract until<br>9/30/15 No price changes HRP |             |       |      |      |                  |            |               |

Name emblems \_\_\_\_\_ Company emblems \_\_\_\_\_ (Minimum Delivery: \$ \_\_\_\_\_ per \_\_\_\_\_ ) Installation Date \_\_\_\_\_

**TERM** - This Agreement shall be in effect for 260 consecutive weeks from the date of first delivery. The agreement shall automatically be renewed for successive 52 week terms unless either party gives the other written notice of termination at least 90 days before the end of any such term. No vacation or illness credits are provided for under this Agreement.

**BASIC OBLIGATIONS** - Paramount Linen (hereinafter called the Supplier) agrees to rent to the undersigned Customer, and the Customer agrees to rent from the Supplier, now and in the future, all of the customer's requirements for linens, uniforms, and mats & mops.

**LOSSES** - All listed and added items will be cleaned and maintained by the Supplier. Any item becoming unserviceable through normal wear and tear will be replaced by the Supplier at no charge. Customer agrees to pay replacement value as stated above for any items lost or damaged, except through normal wear and tear, during this agreement. All items missing at the termination of this agreement by the customer will be paid for by the customer at the stated replacement rate. Customer shall return or pay for all items as if new to the Supplier upon termination of this Agreement. Unless otherwise noted, linen rental pricing is based on a minimum billing quantity equal to 45% of the assigned inventory.

**LIQUIDATED DAMAGES** - In the event that the Customer cancels this Agreement for reasons other than SERVICE GUARANTEE, the parties recognize that the Supplier will suffer damages which cannot be accurately calculated, and for this reason the Customer agrees to pay, as liquidated damages, as agreed to by both parties, 50% of the weekly service charges, based on the preceeding 12 week average, for the unexpired term of this Agreement.

**PAYMENT/CHARGE TERMS: NET 30 DAYS FROM INVOICE DATE** - C.O.D. or Charge as approved by Paramount Linen and Uniform Credit Department. All past due accounts will be charged a finance charge of 1.5% per month, or \$3.00 a month, whichever is greater. Charge customers with delivery invoice balances exceeding 90 days will be placed on C.O.D. or service suspended.  C.O.D. or  Charge

**EXISTING AGREEMENTS** - Customer warrants that he/she is free to enter into this Agreement and is not contractually obligated to obtain these items from any other party. Initial \_\_\_\_\_

**SUCCESSORS AND ASSIGNS** - This Service & Rental Agreement shall be binding upon all successors of the business of the Customer. Supplier states that should the sale of any or all assets of his business occur, customer agrees to honor the full term of the agreement in place. Customer shall inform any successor of this Agreement.

**PRICE CHANGE** - Supplier guarantees prices for 1 year and may adjust charges annually, on the anniversary date, by the current Consumer Price Index, or 4%, whichever is higher. There is a one time garment make-up charge of \$1.00 per garment added to this agreement. Other price adjustments may occur based on economic factors.

**AUTHORIZATION** - Customer warrants authority to sign and execute this Agreement. Customer acknowledges that they received a fully signed copy. Initial \_\_\_\_\_

**HOLD HARMLESS** - The supplier for all garments requested by the customer to act as protection from fire, acid, flammability, shock, or any other intended use for the garments requested. This includes 100% cotton, 100% spun poly, 65/35 garments, and all varieties of FR rated garments designed to protect against all hazardous materials. Wearer & Customer agrees to hold harmless from any damages, claims or expenses, including attorney fees from litigation, resulting in use or misuse of these products.

**SERVICE GUARANTEE** - IN THE EVENT THERE ARE SERVICE DEFICIENCIES WHICH THE CUSTOMER REPORTS TO THE SUPPLIER IN WRITING, AND SUCH DEFICIENCIES HAVE NOT BEEN CORRECTED IN THIRTY DAYS, THE CUSTOMER MAY TERMINATE THIS AGREEMENT. However, should Customer fail to provide written notice of unremedied service deficiencies to Supplier within 10 days following the 30-day period to correct reported deficiencies, the reported deficiencies shall be deemed waived or corrected and this Service and Rental Agreement shall remain in effect. All products remain the property of the Supplier and must be paid for or returned.

Paramount Linen and Uniform Rental

By: [Signature]  
 Title: Reg. Manager  
 Date: 9/30/14

Customer Name: City of Grand Island  
 By: [Signature]  
 Title: Mayor Date: 10/30/14  
 Address: 100 East 1st St Grand Island NE  
 (Authorized Agent) 68801





**Paramount**  
Linen and Uniform Rental  
837 S. 27th St., Lincoln, NE 68510

# SERVICE & RENTAL AGREEMENT

## BASIC OBLIGATIONS

Paramount Linen (hereinafter called the Supplier) agrees to rent to the undersigned Customer, and the Customer agrees to rent from the Supplier, all of the customer's requirements for linens, uniforms, and mats & mops.

| QUAN. | DESCRIPTION                   | COLOR | SIZE | NAME | EMBLEM NAME | EMP. NO. | ITEM PRICE | WEEKLY CHARGE |
|-------|-------------------------------|-------|------|------|-------------|----------|------------|---------------|
|       | Insulated Shirt               |       |      |      |             |          | .37        |               |
|       | Pants - Industrial or Jeans   |       |      |      |             |          | .37        |               |
|       | Jkt w/uniforms                |       |      |      |             |          | NC         |               |
|       | Jkt w/o uniforms              |       |      |      |             |          | 1.00       |               |
|       | Coveralls or Bibs             |       |      |      |             |          | .80        |               |
|       | Insulated Coveralls or Bibs   |       |      |      |             |          | .80        |               |
|       | FR Shirt                      |       |      |      |             |          | .80        |               |
|       | FR Pant - Industrial or Jeans |       |      |      |             |          | .80        |               |
|       | FR Jkt w/uniforms             |       |      |      |             |          | NC         |               |
|       | FR insulated coveralls        |       |      |      |             |          | 4.00       |               |

Name emblems \_\_\_\_\_ Company emblems \_\_\_\_\_ (Minimum Delivery: \$ \_\_\_\_\_ per \_\_\_\_\_)

## TERM

This Agreement shall be in effect for 52 consecutive weeks from the date of first delivery. with option of 104 additional weeks  
~~The agreement shall automatically be renewed for successive 52 week terms unless either party gives the other written notice of termination at least 90 days before the end of any such term.~~ No vacation or illness credits are provided for under this Agreement.

## LOSSES

All listed and added items will be cleaned and maintained by the Supplier. Any item becoming unserviceable through normal wear and tear will be replaced by the Supplier at no charge. Customer agrees to pay replacement value for any items lost or damaged, except through normal wear and tear, during this agreement. Customer shall return or pay for all items as if new to the Supplier upon termination of this Agreement. Unless otherwise noted, linen rental pricing is based on a minimum billing quantity equal to 40% of the assigned inventory.

## LIQUIDATED DAMAGES

In the event that the Customer cancels this Agreement for reasons other than SERVICE GUARANTEE, the parties recognize that the Supplier will suffer damages which cannot be accurately calculated, and for this reason the Customer agrees to pay, as liquidated damages (expressly contemplated by parties), 35% of the weekly service charges, based on the preceeding 12 week average, for the unexpired term of this Agreement.

## PAYMENT/CHARGE TERMS: NET 30 DAYS FROM INVOICE DATE

C.O.D. or Charge as approved by Paramount Linen and Uniform Credit Department. Charge customers with delivery invoice balances exceeding 90 days will be placed on C.O.D. or service suspended.

## EXISTING AGREEMENTS

Customer warrants that he is free to enter into this Agreement and is not contractually obligated to obtain these items from any other party.

Initial \_\_\_\_\_

## SUCCESSORS AND ASSIGNS

This Service & Rental Agreement shall be binding upon all successors of the business of the Customer. Customer shall inform any successor of this Agreement.

## PRICE CHANGE

Supplier guarantees prices for 1 year and may adjust charges annually by the current Consumer Price Index. There is a one time garment make-up charge of \$1.00 per garment added to this agreement.

## AUTHORIZATION

Customer warrants authority to sign and execute this Agreement. Customer acknowledges a fully signed copy.

## SERVICE GUARANTEE

IN THE EVENT THERE ARE SERVICE DEFICIENCIES WHICH THE CUSTOMER REPORTS TO THE SUPPLIER IN WRITING, AND SUCH DEFICIENCIES HAVE NOT BEEN CORRECTED IN THIRTY DAYS, THE CUSTOMER MAY TERMINATE THIS AGREEMENT. However, should Customer fail to provide written notice of unremedied service deficiencies to Supplier within 10 days following the 30-day period to correct reported deficiencies, the reported deficiencies shall be deemed waived or corrected and this Service and Rental Agreement shall remain in effect. All products remain the property of the Supplier and must be paid for or returned.

All provisions of the bid documents will take precedent.

Paramount Linen and Uniform Rental

By Amy Purdy

Title Regional Manager

Date 12/28/11

Customer Name City of Grand Island

By [Signature]

Title Mayor Date 1/4/2012

Address 100 E First St, Grand Island, NE 68801

(Authorized Agent)