



312 Main Street
 Rapid City, SD 57701
 (605)343-0680 (800)503-1990
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Textile Rental Agreement Part A

Date of Change	Account Number	Account	Item
1/20/2020	192155-1-00000	Renewal	Maintenance
Deliver To	Penn Co Hwy Shop	Bill To	Penn Co Hwy Shop
Address	3601 Cambell Street	Address	3601 Cambell Street
City, State, Zip Code	Rapid City, SD 57701	City, State, Zip Code	Rapid City, SD 57701
Service Contact / Phone Number	605-514-2166	Bill to Contact Name / Phone #	JOSEPH MILLER 605/394-2166
Service Contact Email	pcnd Invoice @ pennco.org	Email	Email Invoice x Email Statement x

Agreement Length Years	Payment Type	Route	Delivery Frequency	Delivery Day Sequence	Environmental	Energy
5	COD	114	Weekly	Monday	5%	5%
Minimum Stop	Garment Setup Charge →	\$ 1.50	Company Emblem Charge →	\$ 2.50	Striping Charge →	\$ 18.00
\$25	Odd Size Charge →	\$ 2.50	Name Emblem Charge "	\$ 1.25		

Item Num	New Description	Special Textile Buy Back	Item Freq.	Delivery Quantities			Total Invent	Inventory Incr/(Decr) Qty	Min % or Min/Flat-Rate Qty	Unit Price	SAM %
				Week 1	Week 2						
330522	3X5 MAT SAFETY		EOW 1-3				3		3	\$ 4.6000	7%
330576	3X5 MAT CSC ULTI BLACK		Weekly				4		4	\$ 4.7500	7%
331012	3X10 MAT WALNUT		EOW 1-3				2		2	\$ 8.4500	7%
331012	3X10 MAT WALNUT		Weekly				1		1	\$ 6.2500	7%
340606	4X6 MAT WALNUT		Weekly				1		1	\$ 5.1500	7%
340802	4X8 MAT WALNUT		Weekly				1		1	\$ 6.7500	7%
130205	NOG Coverall		Weekly							\$ 1.8900	0%

Joseph Miller	Highway Supt.	James Messner	SR CSR
Printed Name	Position	Sales Person	Position
<i>[Signature]</i>	2/10/20	<i>[Signature]</i>	2/10/20
Authorized Signature	Date	Authorized Representative	Date

THE TERM OF THIS AGREEMENT IS 60 MONTHS. This agreement consists of both Part A and Part B. Part B shall consist of only two pages (a front and reverse), however Part A may comprise this single page or multiple pages as additional written orders for added or changed services may be agreed to by the parties hereto, and in the event Part A consists of more than one page, all pages of Part A shall together be considered one and the same agreement along with Part B. Any additional pages added to Part A subsequent to this page of Part A shall be signed by the parties hereto, and once signed, become part of this agreement. _____ (Please Initial.)

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- forth in Sections 5 and 13 of this Part B. Any payments due from Customer under this agreement shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 16 of this Part B.
16. **LIQUIDATED DAMAGES** – The parties agree that in the event of the breach of this agreement by customer it will be both impracticable and extremely difficult to fix and assess Supplier's actual damages since, among other things, Supplier will have continuing general overhead and administrative expenses which will not be appreciably diminished in the event of the loss of Customer's business. It is understood that these continuing expenses in the aggregate equal or exceed forty (40%) percent of the textile rental revenues received from Customer, and the parties therefore agree, as liquidated damages and not as a penalty, that in the event of a breach of this agreement by Customer, Supplier's loss shall be determined and fixed by multiplying forty percent (40%) of Customer's average weekly charges during the term of this agreement times the number of weeks remaining in the term. These liquidated damages shall be in addition to any other legal or equitable remedies provided for in this agreement or by law.
 17. **LEGAL ACTION AND VENUE** – It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota. The parties further agree that any dispute arising out of this agreement shall be litigated in a court of competent jurisdiction in Rapid City, South Dakota and the parties hereby consent to the jurisdiction of that court. Should any dispute arise regarding the performance of the terms and conditions of this agreement and legal action is commenced, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of suit.
 18. **EFFECT OF WAIVER** – A waiver of any breach of the terms and conditions of this agreement by either party shall not be deemed to be a waiver of any future breach of any such terms and conditions by that party.
 19. **EXTRAORDINARY CIRCUMSTANCES** – Performance of this agreement by either party is subject to strikes, walk-outs, governmental acts, Acts of God and other such conditions reasonably beyond the control of the parties, including but not limited to explosions, tire failure, fuel shortages, cotton shortages, and power outages.
 20. **EFFECT OF TRANSFER OR AGREEMENT** – In the event of the sale, assignment of other transfer of Customer's business and/or assets, this agreement will remain in full force and effect until the term of this agreement expires or until the successor agrees in writing to assume all of Customer's obligations hereunder.
 21. **WRITTEN NOTICE** – Any written notice provided for in this agreement shall be given to Supplier at its place of business, 410 4th Street, Rapid City, SD 57701 and to Customer at its address as shown on Part A of this agreement. If given by mail, notice shall be given to the party by certified mail.
 22. **ANCILLARY CHARGES** – Customer agrees to pay all "ancillary charges," which are defined as all charges other than the unit rental charge and specifically includes but is not limited to garment preparation charges, name emblems, embroidery, extra charges by manufacturers for unusual garment sizes, delivery minimums, environmental charges (the initial environmental charge is noted in the "Environmental" charge box on Part A), energy charges (the initial energy charge is noted in the "Energy" charge box on Part A), and service charges.
 23. **ADJUSTMENT TO ANCILLARY CHARGES** – As further consideration for execution of this agreement by Supplier, it is agreed that all ancillary charges, which specifically includes but is not limited to the charge for energy (as noted in the "Energy" charge box on Part A), may be increased by Supplier in Supplier's sole discretion as the cost of energy, labor, materials, or other items increase. Adjustment to ancillary charges as per this Section is completely separate from, and not controlled by, the price adjustment for unit rental charges discussed in Section 4 of this Part B. Supplier shall notify Customer of the any adjustment to ancillary charges as per this Section in the form of an adjusted invoice or statement. Any adjustment to ancillary charges as per this Section shall not be grounds for termination of this agreement.
 24. **SUPPLIER'S RIGHT TO ENTER CUSTOMER'S BUSINESS PREMISES** – Supplier shall have access to customer's business premises to check all of Supplier's property in the possession of Customer at any time during Customer's normal business hours.

25. **INDEMNIFICATION** – To the full extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Supplier and its affiliates and their respective officers, directors, employees and agents from and against all claims, causes of action, suits, damages, liabilities, costs and expenses or other obligations of any nature whatsoever relating or arising out of or alleged to have arisen out of the degradation of the textiles or the provision or use of any textile, including but not limited to the use of any textile by Customer's employees, agents and independent contractors, in each case whether or not caused by the alleged negligence or other fault of Supplier.
26. **SEVERABILITY** – In the event any portion of this agreement should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the other provisions or application of the other provisions of this agreement which can be given effect without the invalid provision and, to this end, the provisions of this agreement are declared to be severable.
27. **ENTIRE AGREEMENT; PARTS A AND B** – Customer and Supplier agree that this agreement consists of both Part A and Part B and supersedes all prior agreements or arrangements between the parties, written or oral, and shall not be modified, amended, or terminated except in a writing signed by the parties hereto and as provided in the immediately following two sentences. Part B of this agreement shall consist of only these two pages, however, Part A may comprise a single page or multiple pages as additional written orders for added or changed services may be agreed to by the parties hereto, and in the event Part A consists of more than one page all pages of Part A shall together be considered one and the same agreement along with this Part B. Any additional pages added to Part A subsequent to the date of this Part B shall be signed by the parties hereto, and once signed, become part of this agreement.
28. **DEFINITIONS** – The term "textiles" as used in this agreement shall, as the context requires refer to flat goods, towels, garments, rugs, mops and other rental products furnished by Supplier to Customer. The "term" of this agreement refers to both the initial term and renewal term, as the case may be. The term "agreement" as used herein means both Part A and Part B, as well as additional pages of Part A that may be added pursuant to Section 27 of this Part B.
29. **POWER TO EXECUTE AGREEMENT** – The party executing this agreement understands that Customer will be bound by its terms and conditions and with that knowledge warrants that he, she, or it has the authority and power to execute this agreement on behalf of Customer.

Dated this 10 day of FEB, 2020

CUSTOMER:

Joseph Miller [print]

[Signature] [signature]

By:

Its:

Dated this 10 day of Feb, 2020

SUPPLIER:

Suds & Duds, Inc.

[Signature] [signature]

By:

Its:

TEXTILE RENTAL AGREEMENT PART B

The undersigned (Customer) and Suds & Duds, Inc., dba Serval Uniform & Linen Supply. (Supplier) hereby further agree as follows:

1. **RENTAL OF TEXTILES** -- Supplier agrees to furnish to Customer all of Customer's requirements for textiles, and Customer agrees to rent all of its requirements for textiles from Supplier. This agreement is intended to be a lease of such textiles, and the terms "lease" and "rent" or forms thereof shall be synonymous. The terms and conditions of this agreement shall also apply to any additional textiles furnished to Customer at any time during the initial or any renewal term of this agreement.
2. **PRICES - MINIMUM CHARGES** - Customer acknowledges Supplier's substantial investment in textiles to provide the services contemplated by this agreement. Customer agrees to pay the minimum inventory charges as listed on Part A of this agreement and/or as listed on Customer's individual inventory records kept by Supplier. Minimum charges shall be calculated each week by comparing Customer's usage of a particular item during that week to the total inventory of the item then in service for Customer's use. By way of illustration, and not by way of limitation, if Customer has an inventory of One Hundred (100) units of a particular item and the minimum inventory charge is Forty percent (40%), Customer will be charged at the unit price rate for a minimum of Forty (40) units of the item if customer does not use Forty (40) or more units during the weekly billing period. Any minimum charges due will be billed on the last delivery invoice of the week.
3. **MINIMUM DELIVERY CHARGES** - Customer agrees to pay a minimum delivery charge, as noted in the "minimum stop" charge box on Part A of this agreement, for each delivery of textiles to Customer's place of business.
4. **PRICE ADJUSTMENT** - Annually, on the anniversary of the signing of this Part B of the agreement by Customer, unit rental charges for textiles, as noted in the "unit price" column on Part A, shall be increased by either five (5%) percent or the then current annual increase in the U.S. Department of Labor Consumer Price Index (South Dakota area) ("CPI"), whichever is greater. Supplier shall notify Customer of the new unit rental charges 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 Increase"), Supplier shall notify Customer of the Additional Price Increase in the form of an adjusted invoice or statement. 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 all sections of this agreement.
5. **SPECIAL TEXTILES** - Textiles that are purchased specifically for Customer's use and are not part of Supplier's standard inventory of rental textiles are referred to as "special textiles" and are listed on Part A of this agreement and/or may be listed on Customer's individual inventory records kept by Supplier. To insure that Supplier recovers its investment in special textiles, if Customer discontinues using such special textiles Customer agrees to purchase any special textiles. The purchase price for such special textiles shall be the retail value of the special textiles as of the approximate date the Customer discontinues using such special textiles. Customer agrees that the retail value shall be determined by Supplier in Supplier's sole discretion. Nothing in this agreement or this specific section shall be deemed a conditional sale of any textile; this is a lease agreement.
6. **TERM OF AGREEMENT** - The initial term of this agreement shall be for the period of time noted on Part A of this agreement, beginning on the date of the first regular delivery of textiles to Customer. This agreement shall be automatically renewed for one like term unless written notice of termination is given by either party to the other at least thirty (30) days, but not more than ninety (90) days, prior to expiration of the initial term.
7. **STANDARD OF QUALITY** - Supplier agrees that the quality of its service shall be comparable to that of other companies providing textile rental services in Supplier's market area. Customers shall have the right to terminate this agreement in the event that Supplier fails to provide the agreed quality of service, provided that Customer first gives Supplier written notice of any deficiencies in service, and further, that Supplier does not correct the same within a period of sixty (60) days after receiving such notice. The deficiencies in service shall be presumed cured within the sixty (60) days period unless Customer gives Supplier written notice detailing the continued deficiencies within ten days after the expiration of the sixty (60) days period. Customer may then cancel this agreement after giving thirty (30) days written notice of intention to do so.
8. **PAYMENT AND CREDIT** - Customer shall be billed by delivery of an invoice, and payment is due when textiles are delivered to Customer. A charge account may be extended to Customer as long as Customer's credit is satisfactory to Supplier. In such case, Customer agrees to make payment within fifteen (15) days of receipt of a statement of account listing amounts then due. Any amounts not paid as agreed shall bear a service charge at the rate of 2% per month until paid in full. Supplier, at its option, may refuse further credit if payments are not made in a manner provided above and future deliveries will be on a cash on delivery basis.
9. **LIMITATIONS ON USE OF TEXTILES** - Customer agrees not to permit anyone other than Supplier to launder or clean the textiles furnished by Supplier. Customer shall only use the textiles in the normal and customary manner for which the specific textiles were intended to be used. Customer acknowledges that the textiles furnished by Supplier are not flame retardant or resistant to hazardous chemicals and the Customer agrees not to permit them to be used where such conditions exist.
10. **DELIVERY** - Supplier shall make reasonable efforts to make deliveries of the textiles to Customer in the frequency set forth on Part A of this agreement. However, Customer acknowledges that the actual time of deliveries of the textiles may be different from what is set forth on Part A, and Customer hereby agrees to hold Supplier harmless from any inconvenience or damages caused by any difference in or infrequency of delivery of the textiles. Customer further acknowledges that the delivery frequency stated on Part A may differ due to extraordinary circumstances as set forth in Section 19 of this Part B.
11. **SPECIAL DELIVERY CHARGES** - Supplier will make special deliveries to Customer at no extra charge to rectify a failure in service caused by Supplier. Customer agrees to pay, in addition to any other charges, a special handling charge of Thirty Five (\$35) dollars if Supplier is required to make a special delivery or special pick-up because of customer's failure to give Supplier timely notice of any change in Customer's service requirements.
12. **OTHER TEXTILE RENTAL CONTRACTS** - Customer acknowledges that Supplier has inquired about any obligations Customer might have the respect to the textile rental services covered by this agreement and Customer warrants that it is not under contract or otherwise obligated to another party for such services and that entry into this agreement is not a breach or violation of any existing contract to which Customer is a party.
13. **PROPERTY RIGHTS IN TEXTILES** - All textiles are furnished on a rental basis only, and remain the property of the Supplier. Except for ordinary wear, Customer shall be liable to Supplier for the then current replacement cost of any furnished textiles that are lost or damaged. Supplier shall bill Customer for any such loss or damage, and Customer agrees to pay the then current replacement cost when billed.
14. **MARKING OF TEXTILES** - Any lettering or emblems that are placed on the textiles, except markings placed there by Supplier for its own purposes, shall be at the sole expense of Customer. Supplier may place markings of identification on all textiles in the Supplier's sole discretion.
15. **RETURN OF GOODS UPON TERMINATION** - Upon termination of this agreement for any reason, Customer agrees to return to Supplier all textiles supplied by Supplier pursuant to this agreement. Customer agrees to pay all charges due upon termination of this agreement, including but not limited to the charges set