

CONTRACT NAME: AGREEMENT BETWEEN AMERIPRIDE UNIFORM SERVICES AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This rental agreement is to provide towels and uniforms to the Davis Senior High School Auto Shop. Included in the services is laundry and delivery.

FISCAL IMPACT: The term of this service is for twelve months, starting October 1, 2018. The \$35 monthly cost of this service is included in the 2018-2019 budget.



TERM ADDENDUM

In reference to Agreement # 110002142021, entered into on October 17, 2018, between AmeriPride Uniform Services and Davis Senior High-Auto Shop, the term of the Agreement shall be for 12 months. At the expiration of the term, the Agreement will automatically renew for another 12 months unless you have given us certified written notice, 60 days prior to the expiration of the term.



Authorized Signature

Bruce E. Colby

Print Name

Chief Business Officer

Title

10-17-18

Date



AmeriPride Representative

10/17/2018

Date

AmeriPride Approved by

Date



520 Wilbur Way
Sacramento, CA 95828

Rental Service Agreement



DAVIS SENIOR HIGH SCHOOL - AUTO SHOP

Account Number: 110002142

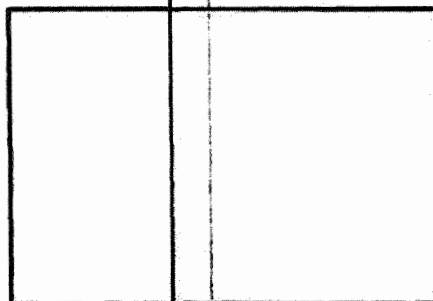
315 W 14TH ST

DAVIS, CA 95616-1998

Agreement #	110002142021
Serial	

AmeriPride Services Inc. Service Promise

We promise to provide the highest standards of Quality and Service during the term of our agreement with you. Your Customer Service Representative is trained and empowered to meet your service needs. In the unlikely event that your Customer Service Representative cannot address your concern, please notify us via certified letter addressed to the General Manager, stating the precise nature of your concerns and needs. Should we be unable to restore your service to reasonable standards within 60 days, you will have the option to cancel your Service Agreement. Please refer to your Service Agreement for terms and conditions related to cancellation.



Authorized Signature

Bruce E. Colby

Print Name

Chief Business Officer

Title

10-17-18

Effective Date

AmeriPride Services Inc. Representative

AmeriPride Services Inc. Approved by

10/1/2018

Date

Date

This agreement is subject to the Terms & Conditions on the reverse side. By signing this document you acknowledge that you have the authority to make decisions and bind your organization to this agreement.



520 Wilbur Way
Sacramento, CA 95828

Rental Service Agreement

**Bill To :**

DAVIS SENIOR HIGH SCHOOL - AUTO SHOP
Account Number: 110002142
315 W 14TH ST
DAVIS, CA 95616-1998

Deliver To:

DAVIS SENIOR HIGH SCHOOL - AUTO SHOP
Account Number: 110002142
315 W 14TH ST
DAVIS, CA 95616-1998

Agreement #	110002142021
Email	

Description	Profit Code	Size	Rental Price	Wash Price	Replace Price	Dispos Price	Delivery Frequency	Circ Inv	Rent Qty	Inv Unit	Min Use H	Image Size Type	Del Qty	Del Unit
JG COTTON COAT	COGCOA1	*		2.74		0.00			0		0	NO	4	2-
JG SHOP COAT	COGCOA7	*		1.53		0.00			0		0	NO	4	2-
op-Wet-Blend-String	MO5566GRNN	LG	3.50		6.05	19.09	E2W	2	1		0	NO	1	2-
OP WET HANDLE	MPWMHDL	-	0.50		15.78	14.92	E2W	1	1		0	NO	1	2-
JAL SHOP TOWEL CANS	SOILC06	-	1.50		115.00	113.38	E2W	2	2		0	NO	1	2-
JWEL SHOP BLUE	ST18BLU	-	0.06		0.65	0.57	E2W	200	100	3.00 % Circ	0	NO	1	2-
RVICE CHARGE	SRVFIX	Amount:	17.78											
Delivery Minimum	Del Min	Amount:	35.00											

REP AND EMBLEM CHARGES

REP CHARGE: 1.50



AmeriPride Definitions:

Service Charge: The "Service Charge" will be used to help AmeriPride 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 AmeriPride.

Invoice Minimum: The minimum you will be billed weekly for service throughout the term of the Agreement.

FR: Flame Resistant Garments.

Min Use % = Minimum Use Percentage: The minimum amount of inventory for that item that you will be charged even if the actual inventory drops below that amount.

Circ Inv = Circulating Inventory: Total amount of customer requested product currently assigned to your account.

Rental Price/Wash Price/Dispo. Price (Disposable Price) = Price charged per unit.

Inv Maint = Inventory Maintenance: Percentage of inventory automatically replaced at current Replacement Rate to cover loss and attrition.

Agreement #: 110002142021
Account Number: 110002142 DAVIS SENIOR HIGH SCHOOL - AUTO



Delivery Freq. = Delivery Frequency: Frequency of delivery W=Weekly, A=Every Other Week (EOW), B=EDW, C, D, E, & F = Every 4 Weeks (E4W).

Replace Price = Replacement Price: The then current replacement rate charged for lost or damaged items.

Name Charge: Per unit charge for name emblems applied to garments on initial installation of account. Names Thereafter charge refers to the charge after the initial installation of the account.

Company Charge: Per unit charge for company name / logo emblems applied to garments on initial installation of account. Company Emblems thereafter charge refers to the charge after the initial installation of the account.

Prep Charge: Per unit charge for garment preparation applied to each garment on initial installation of account. Prep thereafter charge refers to the charge after the initial installation of the account. Preparation (prep) charges are for hemming, alterations, assembly, garment ID and chip assignment.

Image Care: An optional, consistent charge based on the inventory of a particular item. This replaces the charge for damage to an item from normal wear and tear. It does not cover damage which is either extraordinary or intentional.

Terms and Conditions

This is a contractual Agreement between you, the Customer identified above, and AmeriPride Services Inc., "AmeriPride" for the provision of exclusive textile rental services during the term described below. This Agreement is based on the following understanding:

1. **AmeriPride Service Promise.** "We promise to provide the highest standards of Quality and Service during the term of our Agreement with you. Your Customer Representative is trained and empowered to meet your service needs. In the unlikely event that (s)he cannot deal with your concern, please notify us via certified letter to the General Manager, stating the precise nature of your needs. Should we be unable to restore your service to reasonable standards within 60 days, you will have the option to cancel your Service Agreement after you have given us 30 days notice of your intent to discontinue service via certified letter to the General Manager and you have paid for all services rendered, including any loss and damaged charges and past due charges."

2. **Term.** The term of this Agreement shall be for 60 months starting from the effective date noted on the front. At the expiration of the term, the Agreement will automatically renew for another 60 months unless you have given us written notice, 60 days prior to the expiration of the term. *12 months in*

3. **Prices.** The initial base price for the services has been identified above. This may change if inventories increase or decrease, but they cannot decrease below the invoice minimum listed above. In addition to the base price, we reserve the right to charge you for other ancillary fees related to the services provided including a minimum delivery charge and inventory maintenance charge. We reserve the right to: (i) increase base prices by 6% each year during the term, (ii) increase ancillary fees and (iii) add ancillary fees as needed. If we feel an increase in base price in excess of 6% is necessary, we will notify you of that increase in writing and should you so desire, you can give us notice within 10 days of your rejection of the price increase in excess of 6%. The price charged is calculated using a 52 week year and for that reason, there will be no reduction for vacation, illness or temporary shutdown.

4. **Payment Terms.** Payment for services is due upon receipt of the invoice. If you request credit terms we reserve the right to ask for additional information about you. If credit is approved payment terms are Net 10. If you do not pay promptly we reserve the right to: (i) discontinue credit terms and (ii) charge you 1 1/2% per month on past due balances and (iii) suspend service to you.

5. **Loss, Damage and Early Termination Charges.** Since we own the inventory of items which we are providing to you, should you lose or damage those items we will charge you. If we have supplied you with non-standard items, at the termination of this Agreement for any reason, we will ask you to purchase that inventory from us. If you terminate this Agreement early, we will ask you to purchase all inventory items. In any of the situations described above, the price charged will be the current Replacement Price for that item.

6. **Liquidated Damages.** If you should terminate this Agreement before the term has run, it would be difficult or impractical to attempt to calculate the damages that we have suffered. For that reason, you agree to pay (in addition to the amount in 5 above) as liquidated damages (and not as a penalty) fifty percent of the average weekly volume for the unexpired portion of the term. Average weekly volume is calculated based on the twelve weeks prior to termination and includes all charges except for taxes.

7. **No Warranty.** We make no warranties about the products that are being provided for your use. We specifically disclaim all warranties including those of merchantability and fitness for a specific use, even if you have told us about your intended use. You acknowledge that unless you have specifically requested FR garments, all garments provided are for general purpose and are not designed for, or recommended for use in areas where there is a risk of flammability or where there could be contact with hazardous materials or ignition sources. You agree to take on the responsibility of notifying your employees of the risk described above. If you have asked us to provide you with FR garments, we are relying on you to make the decisions about what type of material is to be used and the design of the garment. Any warranty with respect to any product will come, if at all, from the manufacturer. You agree to indemnify and hold us harmless from any claim, loss or damage (including attorney's fees) that may be made against us as a result of a claim for personal injury or product defects.

8. **Hazardous Materials.** You agree that any soiled product returned to us will not contain any hazardous materials including "hazardous materials" as defined by federal or state law, biohazard or sharps of any kind or any other materials which could pose a threat to our employees.

9. **Miscellaneous.** You have told us that you are not currently under contract with other companies to provide you with textile rental services and that the person who has signed below has the authority to bind your organization. This page (plus any attachments) is the only Agreement between us as to the services to be provided. The Agreement shall not become effective until signed by the General Manager of the AmeriPride facility providing services to you. Should we need to hire a lawyer to enforce the terms of this Agreement, you agree to reimburse us for the lawyer's fees and costs. This Agreement will be binding on successors and assigns, including entities that take over your business.

CNS36-US (04-11)