

GENERAL LINEN SERVICE, LLC
(hereinafter called "GLS")

RENTAL SERVICE AGREEMENT
(hereinafter called "Agreement")

ID 1-836770-00001

Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietorship
Account Name: MOUNTAIN VIEW COMMUNITY <small>(Location of Service)</small>		Principal Owner: <small>(Corporation/ Partner/Individual)</small>		
Address: 93 WATER VILLAGE ROAD		Address:		
City: OSS�PEE State: NH Zip: 03864		City: State: Zip:		
Phone: (603)539-7511 Fax:		Phone: Fax:		
E-Mail:		L-Mail:		
Billing Name: MOUNTAIN VIEW COMMUNITY <small>(Charge Account Only)</small>		Authorized Rep: <small>(name & title of person who authorized you to sign)</small>		
Address: 93 WATER VILLAGE RD		Address:		
City: OSS�PEE State: NH Zip: 03864		City: State: Zip:		
Phone: (603)539-7511 Fax:		Phone: Fax:		
E-Mail:		E-Mail:		

Total Inventory Amount Issued	Billing Quantity	Special Item (Y/N)	Item Description	Item #	Replacement Charge	Unit Price	FR, FSL
1	0	N	(B) RENTAL FEE	80	0.0000	663.000	UP
890	0	N	(S) GOWN SNOWFLAKE	145	8.7700	0.000	UP
404	0	N	(S) SHEET SINGLE KNITTED FITTED	975	18.9000	0.000	UP
421	0	N	(S) SHEET DRAW 54X81	1020	6.5500	0.000	UP
231	0	N	(S) SHEET SINGLE 66X104	1025	9.7400	0.000	UP
322	0	N	(S) PILLOW CASE	1060	3.1400	0.000	UP
78	0	N	(S) BLANKET BATH	1600	13.2300	0.000	UP
235	0	N	(S) BLANKET THERMAL	1611	26.3900	0.000	UP
0	0	N	(S) LAUNDRY BAG	1664	6.9000	0.000	UP
0	0	N	(S) BUCKET STANDARD	1810	672.7500	0.000	UP
0	0	N	(M) SET UP ON ROUTE RACK	1834	0.0000	0.000	UP
6	0	N	(S) MAT SCRAPER 4X6 BLACK	22402	107.9400	3.000	UP
2	0	N	(S) MAT 4X6 DARK GRANITE	22419	84.0000	6.000	UP
2	0	N	(S) MAT 3X5 DARK GRANITE	24301	56.3400	5.940	UP
*** CONTINUED ON PAGE 3 ***							

Garment Makeup Charge \$1.50 per piece Company Emblem \$4.00 Name Emblem \$2.00 Bags \$ 50 ea Stop Minimum \$ 1.00

CUSTOMER acknowledges that the items furnished by GLS are for general purposes and are not for use in areas of flammability risk or where contact with ignition sources is possible. CUSTOMER agrees to indemnify and hold harmless GLS of and from any suits, claims, actions, cross-actions, judgments, costs or expenses of any kind associated with any claims of any persons or entities arising from any injury or damage to person or property related to use of the items furnished, including claims allegedly arising from defects.

1. _____ ("Customer") certifies that GLS is not infringing upon any existing contract between Customer and any other textile rental service provider. GLS agrees to lease to the Customer, and the Customer agrees to pay for all the Customer's merchandise requirements and related services in accordance with the schedule, charges, terms and conditions contained herein. This Agreement is subject to all of the terms and conditions set forth on this page and the following pages, all of which are incorporated into and made part of this Agreement. This Agreement is effective on the date hereof ("Anniversary Date") and shall continue for 12 months (52 revenue weeks). Renewal will be automatic for one additional term of the same duration, unless either party gives written notice of termination at least 60 days prior to the end of the contract period by certified mail, return receipt requested, to the GLS corporate office at 75 Centre Road, Somersworth, New Hampshire 03878. Special Items noted above are subject to special terms and conditions as specified on the GLS Special Item Addendum. This Agreement shall be binding upon and shall inure to the personal representatives, successors and assigns of the respective parties hereto (the "Parties"). Customer represents and warrants that it has full power and authority and legal right to enter into and perform the Agreement and this Agreement has received all necessary authorizations and approvals on the part of Customer. Customer further represents that it is a legally cognizable entity with the power to bind itself and that it executes this Agreement in such capacity.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seal this, _____ day of _____, 20____, signed, sealed and delivered in the presence of:
The undersigned attests to have the authority to execute for the named customer: _____

By _____
(Authorized Customer Signature)

(Customer Print Name)

By 
(GLS Signature)

D. LAMBERT
(GLS Print Name)

PERSONAL GUARANTEE: Know all Persons By These Presents, that, I/We _____ of _____ have read the foregoing Agreement and in consideration of GLS's agreement to furnish services pursuant thereto, do hereby, jointly and severally, personally and additionally, if applicable, in my corporate and/or partnership capacity to undertake to guarantee all obligations, agreements, and undertakings of the Customer under the foregoing Agreement and agree to be personally liable to GLS for all such obligations and undertakings.

(signature) _____

(print name) _____

General Linen Service, LLC ("GLS") Rental Service Agreement

2. **Price Protection:** Prices will automatically increase nine percent annually, or by the previous 12-month's average of the CPI index, whichever is greater, on each annual anniversary month of this Agreement. As unit prices are based on products and quantities requested by Customer on page one, GLS reserves the right to adjust pricing if Customer substantially alters product mix or weekly usages during the term of this Agreement.
3. **Credit Terms:** Payment for services will be cash on delivery (COD). If credit is requested, a complete credit application must be received by GLS. The account will remain COD until credit is granted. If credit is denied, then account remains on a COD basis; however Customer may reapply for credit after six months. If credit is granted, the Company will email a statement of all charges due by the 5th of the month. Customer agrees to pay balance in full by the 15th of the month. A finance charge of 1.5% per month or 18% annually will be assessed for all outstanding balances not paid in full by the 15th of each month. GLS reserves the right to suspend credit privileges for delinquent payment. Any action by GLS to enforce payment will not be grounds for termination of this Agreement by Customer.
4. **Inventory Control:** Inventory Control is a key element of the GLS account management system, GLS agrees to replace items that reach the end of their useful life due to normal wear and tear, as determined within the exclusive discretion of GLS. In turn, Customer agrees to compensate GLS for all lost or stolen items at the current item replacement charge. To assist Customer in controlling losses, GLS will conduct periodic on-site inventories with assistance of Customer, who agrees to allow full access to premises for such purpose by GLS. To ensure that Customer has enough towel and terry cloth items on hand, GLS initially will at time of service deliver weekly an additional 2% of inventory billed at current replacement charge. For linen napkins, the initial replacement shall be 1% of inventory. For aprons, the initial replacement shall be .75%. If replacements cause Customer to become overstocked as determined by periodic inventories, GLS will either take back the item and credit the charge, or reduce the weekly replacement factor proportionately. Losses that occur in excess of weekly replacements by GLS will result in a proportionate increase in the replacement factor.
5. **Terms and Fees:** As a quality-driven and environmentally conscious company, GLS takes pride in complying with all environmental regulatory requirements. To assist in defraying these costs, a delivery/environmental/fuel/energy/biohazard charge will be added to all invoiced amounts. All items provided under this Agreement are billed as either Flat Rate (FR) or Full Service Lease (FSL) as noted on page one of this Agreement. If FR, Customer agrees that the weekly minimum billing shall be based on % of total inventory issued to Customer multiplied by the unit price. If FSL, weekly minimum billing is based on the total inventory issued to Customer multiplied by the unit price. In no event will credit be issued for item usage below minimums, it being understood and agreed that this was allowed for and factored in to the unit prices quoted on page one of this Agreement. Garment pricing subject to upcharge for sizes above XL. Image Care compensates GLS for all merchandise provided to Customer rendered partially or completely unusable while in possession of Customer, and is billed at three percent (3.0%) of net invoiced amount. Declining image care would result in all product damaged being billed at full replacement cost.
6. **Additions:** Customer agrees that additional departments or items added by Customer during the original term of this Agreement or extension thereof shall be subject to the terms of this original Agreement, and shall become a binding modification of the same. Such modifications shall be reduced to writing.
7. **Quality and Service Guarantee:** GLS strives to provide the highest levels of quality and service in the industry. The Customer agrees to accept from GLS the level of quality consistent with the generally accepted standards of commercial production cleaning plants. If a service or quality complaint arises, Customer agrees to give GLS written notification via certified mail, return receipt requested, specifying the precise nature of the complaint. If, after a reasonable period of time, GLS receives no further letters from Customer, it shall be mutually concluded that this complaint was resolved to the Customer's full and complete satisfaction. If a complaint is not resolved within a reasonable period of time, Customer may be released from remaining term provided all merchandise is returned, all outstanding balances are paid, and any special items are purchased. Customer agrees to either accept and pay rental charges for items with customer-caused damage, or to compensate GLS for the replacement of damaged items via Image Care or other mutually agreed means.
8. **Customer Commitment:** Customer agrees that breach of this Agreement by wrongful termination, reduction or otherwise, will result in substantial damages to GLS from the significant, if not total, loss in value of the merchandise supplied the Customer in accordance with the terms of this Agreement, loss of profits and other factors. Accordingly, in the event of a breach,
 - a. **Replacements and Special Items:** The Customer agrees to purchase at current replacement charge all merchandise missing or not returned to GLS at the time of termination, for which GLS will transfer title to Customer upon payment. In the event of Special Items, they are to be paid for according to the schedule contained in the Special Item Addendum, upon which title will be transferred to Customer.
 - b. **Liquidated Damages:** The Parties intend to liquidate damages in advance in the amount of fifty (50) percent of the average weekly rental charges during the prior weeks of the Agreement period multiplied by the number of weeks remaining in the Agreement. The Parties stipulate that GLS's profits on this Agreement are subject to factors that are unknown and difficult to ascertain as of the Effective Date, in that such profits are subject to the fluctuating costs of the energy GLS uses to operate its facilities and the fluctuating costs of the product GLS agrees to provide in this Agreement. The Parties further stipulate that the amount of liquidated damages is reasonable and not greatly disproportionate to the presumable loss that GLS would suffer in the event of a breach and that the amount of liquidated damages is a reasonable estimate of damages that are difficult to ascertain as of the Anniversary Date.
 - c. **Costs of Collection:** GLS shall be entitled to recover from Customer all fees and costs incurred in connection with collecting any monies owed under this Agreement, including but not limited to reasonable attorneys' fees, filing fees, witness fees, and stenographic costs.
 - d. **Arbitration:** Customer and GLS agree that in the event either party seeks to enforce this contract, the method for determination of any claim or breach shall be either in a court of competent jurisdiction or by binding arbitration, at the sole election of the party seeking enforcement. Arbitration shall be through the American Arbitration Association (hereinafter referred to as the AAA). Upon issuance of a decision by the arbitrator, the Parties agree to be bound by and follow the terms of said decision. This contract shall be construed according to the laws of the State of New Hampshire. Should either party not strictly follow the arbitrator's decision, the Parties agree that the arbitrator's decision may be given full faith and credit by any Court of Law of competent jurisdiction. Further, the Court of Law shall enforce the arbitrator's decision as if it were a final decision of that Court. The Court or arbitrator shall award the prevailing party their reasonable attorney's fees and costs.
9. **Ability to Perform:** The Parties stipulate that GLS would have had the capacity and ability to perform an agreement such as this one with another customer even if this Agreement was not breached or entered into.
10. **Choice of Law:** Customer and GLS acknowledge that GLS has a legitimate business interest in uniformity in the enforcement of this Agreement among its customers, and that selecting New Hampshire's law to govern this agreement is in furtherance of that interest. Accordingly, any dispute arising under this Agreement shall apply the laws of the State of New Hampshire law regardless of choice of law principles. Further, this contract shall be construed according to the laws of the State of New Hampshire.
11. **Choice of Forum:** The parties submit to the jurisdiction of the New Hampshire state and federal courts for any dispute arising under this Agreement. Customer further agrees that GLS may, at its sole election, choose to file suit in a dispute arising under this Agreement on the Business and Commercial Docket located in Merrimack County Superior Court if jurisdictional minimums apply, and Customer agrees to consent to such filing should GLS choose to make it.
12. **Exclusivity:** Customer agrees that it shall use GLS as its sole provider of commercial laundry and linen services during the term of this Agreement.
13. **Assignment:** This Agreement shall not be assigned without the written consent of GLS.
14. **Entire Agreement:** This Agreement, and all documents referenced herein, represents the entire understanding between the Parties and all representations and statements, oral or written, made between the Parties are superseded hereby. No amendment to this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto subsequent to the date of this Agreement.
15. **Market Conditions:** Customer acknowledges and understands that fluctuations in market conditions may affect GLS's ability to maintain pricing during the term of this Agreement. Accordingly, prices may be adjusted due to increased cost.
16. **Severability and Integration:** Should any part, term, or provision of this Agreement be determined by any court, administrative agency, tribunal, or arbitrator to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.
17. **Counterparts: Facsimile/Electronic Signatures:** This Agreement may be executed in any number of counterpart copies, all of which collectively shall constitute a fully executed original and each of which shall be fully enforceable notwithstanding that no single copy shall have been executed by all parties. This Agreement may be executed by facsimile signatures or other electronic signatures (including scanned and emailed signatures).

Customer Initials: _____

RENTAL SERVICE AGREEMENT SUPPLEMENTAL PAGE FOR ITEMS 1 AND 2

CUSTOMER NAME MOUNTAIN VIEW COMMUNITY

ID 1-836770-0000

Total Inventory Amount Issued	Billing Quantity	Special Item (Y/N)	Item Description	Item Frequency	Item Number	Replacement Charge	Unit Price	FR, FSL
8	0	N	(S) MAT 3X10 DARK GRANITE SSNL	7	924302	112.7400	8.510	UP
1	1	N	FUEL SURCHARGE	8	999811	0	0.000	FSL

Terms and conditions stated on page 1 of Rental Service Agreement applies to the following locations:

No automatic renewal.

Price fixed for 12 months at \$663.00

Agreement may be terminated with a written notice sent certified mail to General Linen 30 days prior to termination.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, this _____ day of _____, Signed, sealed and delivered in the presence of:

By: _____
(Authorized Customer Signature)

By:  _____
(GLS Signature)

_____ (Customer Print Name)

D. LAMBERT
(GLS Print Name)