

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-U (Consumer Price Index, All Urban Consumers) Northeast 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 credit card on 1/6. If credit is requested, a complete credit application must be received by GLS. The account will remain with credit card on file until credit is granted. If credit is denied, GLS reserves the right to make payments via a Recurring Credit Card Authorization, see application for details and terms. A finance charge of 1.5% per month or 18% annually will be assessed for all outstanding balances not paid in full within 30 days of invoice date. 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, damaged or missing or stolen items. To assist Customer in controlling losses, GLS will conduct periodic on-site inventories with assistance of Customer, invoiced amounts shall apply, and is allocated by GLS to partially offset both the initial and continuous, ongoing costs associated with providing, maintaining and replacing non-garment inventory to ensure the Customer always has adequate stock on hand and full use of inventory. Losses that occur in excess of the TextileCare factor will result in a proportionate increase in the factor.
5. **Terms and Fees:** As a quality-driven and environmentally conscious company, GLS takes pride in complying with all environmental regulatory requirements. A Service Charge of 10% of net invoiced amounts shall apply, and will be used to help GLS offset the various and fluctuating costs relating to the Environment, Energy, Fuel, Biohazard Compliance, Service and Delivery. All items provided under this Agreement are billed as either Flat Rate (FR) or 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 into the unit prices quoted on page one of this Agreement. Garment pricing subject to upcharge for sizes above XL.
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 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 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 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 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'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 of 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 uniformly 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).

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

RENTAL SERVICE AGREEMENT
(hereinafter called "Agreement")

ID 1-836770-1

ADDENDUM:

This is a one year (12 month, 56 week) extension to the existing Agreement, set to expire on June 3rd, 2022. The extension will expire on June 3rd, 2023.

The extension is for a yearly value of \$34,476.00, which gives a fixed weekly cost of \$663.00, the same cost as the previous extension. All terms of the Agreement shall remain the same, as detailed below.

Mountain View Community will have two invoices per week, with the weekly cost billing on Fridays.
Mats are billed separately.

Agreement may be terminated with a written notice sent via certified mail to General Linen Service, 30 days prior to termination, as outlined in Articles 1 and 7 of the Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seal this,
The undersigned attests to have the authority to execute for the named customer:

26 day of April 2022

Signed, sealed and delivered in the presence of:

By:

(Authorized Customer Signature)

(Customer Print Name)

Rev 19.03.15

By:

(GLS Signature)

(GLS Print Name)

Bryce Roest