

SERVICE AGREEMENT

This **SERVICE AGREEMENT** (this "Agreement") is made this ____ day of _____, 20__, between **[NAME OF CUSTOMER]**, a _____ corporation, with offices at _____ ("Customer"), and **ARAMARK UNIFORM SERVICES**, a division of ARAMARK Uniform & Career Apparel, LLC, a Delaware limited liability company, with offices at 115 North First Street, Burbank, California 91502 ("Company").

Section 1. (a) Company agrees to supply and Customer agrees to rent dust control and/or other items ("Merchandise") as described on Schedule I attached hereto and related services (the "Services") exclusively from Company. The rental/service charges and the loss/ruin charges for the Merchandise and Services are all set forth on Schedule I.

(b) The Merchandise and Services shall be provided at those Customer locations identified on Schedule II attached hereto, and at all other additional locations where the decision has been made to utilize textile rental services, all of which shall be in accordance with the terms, conditions and schedule of charges set forth herein or on the schedules attached hereto. For Customer locations serviced by Company prior to the Effective Date (defined in Section 4) of this Agreement, any such charges shall be implemented within forty-five (45) days from the Effective Date of this Agreement. Customer acknowledges and agrees that it will provide prompt written notice to Company of any newly opened or acquired location(s).

(c) All Merchandise supplied to Customer under this Agreement is the property of Company and shall be promptly returned on demand. Customer agrees to be responsible for Merchandise lost or damaged except through normal wear and tear.

(d) Company shall provide 3 weeks of free rental charges one time to each location being serviced under this Agreement.

Section 2. (a) At the time of delivery of Merchandise to each Customer location served by Company, Customer will receive an invoice setting forth the specific weekly charge for such location. Customer's management shall designate specific personnel at each Customer location who shall have responsibility for notifying Company's route sales representative of any new inventory requirements. Company's route sales representative shall be so notified at the time of delivery of the Merchandise.

(b) Upon completing delivery of Merchandise, Company's route sales representative shall furnish Customer a copy of the invoice related thereto.

Section 3. [INTENTIONALLY LEFT BLANK]

Section 4. The initial term of this Agreement shall be for one hundred fifty-six (156) consecutive weeks from _____, 20__ (the "Effective Date"). Thereafter, this Agreement shall automatically be renewed for successive month to month periods unless either party gives the other party written notice of termination (by means of U.S. mail, return receipt requested) at least thirty (30) days before the end of the then current term (or any renewal term) of this Agreement. In addition, Customer acknowledges and agrees that any location (including any location covered by a pre-existing agreement with another textile rental company) that is installed with Merchandise at any time during the last one hundred four (104) consecutive weeks of this Agreement, shall continue to rent all of its Merchandise and related Services exclusively from Company for at least one hundred four (104) consecutive weeks from the date Merchandise was first installed on the premises of such location, regardless of the expiration or termination of this Agreement for any other Customer location.

Section 5. All lease maintenance, rental/service and other charges are due and payable 30 days after the end of the month of delivery. Customer agrees to pay Aramark a late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law for any payments not received by Aramark by the applicable due date.

Section 6. (a) The terms of this Agreement shall apply to all increases or additions in Merchandise and related Services.

(b) Customer agrees that all charges shall be increased annually from the date of this Agreement by 2%.

(c) Customer agrees that if its weekly rental volume at any location is less than \$15 per week, Customer will be subject to a minimum invoice charge bringing its weekly invoice up to \$15 at any such location.

(d) Customer shall be responsible for any sales or use taxes or other governmental impositions of any kind on the amounts owed by Customer to Company (or collected by Company from Customer) under this Agreement (except for any income taxes which are the responsibility of Company).

Section 7. With respect to the Merchandise and related Services covered by this Agreement, Customer acknowledges that Company's Merchandise and related Services are not interchangeable with those of other textile rental service companies. In order to avoid the intermixing of Merchandise and Services with those of other textile rental service companies, Customer agrees that during the term of this Agreement and any renewal term, Customer will use only Company's Merchandise and Services for Customer's total requirements for dust control merchandise including new additional locations opened by Customer, and will have Company's Merchandise processed only by Company.

Section 8. (a) Customer may terminate this Agreement for any individual location for deficiencies in Services and/or quality of Merchandise provided:

- (1) complaints are first made promptly in writing to Company's branch serving the Customer location (with a copy sent by U.S. mail, return receipt requested, addressed to Director of Service, National Accounts, ARAMARK UNIFORM SERVICES, 115 North First Street, Burbank, California 91502), stating the precise nature of any complaints;
- (2) Company is afforded at least thirty (30) days to correct or begin to take reasonable steps to correct any deficiencies complained of; and
- (3) Company fails to correct or begin to take reasonable steps to correct the deficiencies complained of within thirty (30) days.

In the event Customer complies with the foregoing and Company fails to take reasonable steps to correct such deficiencies within such time, Customer may terminate this Agreement at any such location.

Section 9. (a) Upon any termination (with or without cause) or expiration of this Agreement, Customer agrees to pay all Merchandise loss/ruin charges for items that are lost and/or damaged and all unpaid statements for each and every location so terminated or expired.

(b) Customer acknowledges that Company will make an investment in Merchandise in order to service the needs of Customer.

(c) Upon any cancellation, breach or other early termination of this Agreement by Customer, without cause, Customer shall pay Company as liquidated damages (intended as a good faith pre-estimate of the actual damages Company would incur and not as a penalty) for each and every location so terminated, an amount equal to the greater of (i) fifty percent (50%) of the average weekly charges at such location(s) during the three (3) months prior to termination times the number of weeks remaining in the term (or any renewal term) of this Agreement or (ii) the then current loss/ruin charge for each item of Merchandise being provided to Customer at such location(s). The foregoing liquidated damages shall not apply for closed or sold locations.

Section 10. Each of Company and Customer hereby waives all claims against each other for damages arising from interruption or postponement of service caused by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, riots, arrests, explosions, fire, accidents or any other cause. Upon discontinuance of the cause(s) of interruption or postponement of service, Company shall resume normal service and the then current term of this Agreement shall be extended by a period equal to the period of the interruption or postponement.

Section 11. The Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous chemicals and contains no special flame resistant or hazardous chemical

resistant features. The Merchandise is not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant merchandise is available from Company on request.

Customer warrants that it does not need flame resistant merchandise or merchandise that is resistant to hazardous chemicals.

Customer is obligated to notify Company of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Company or its employees as a result of the existence of such substances. Company reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances. Customer agrees to indemnify Company from and against any losses, claims, expenses, damages, or liabilities, including reasonable attorney's fees incurred by Company as a result of any Merchandise being soiled with a toxic or hazardous substance.

Company shall not be liable either in tort or in contract for any loss or damage, direct, incidental or consequential, arising out of the use of, or the inability to use, the Merchandise. Customer agrees to indemnify, defend and hold harmless Company from any and all losses, claims, expenses, damages or liabilities, including reasonable attorney's fees incurred by Company as a result of Customer's use or misuse or loss of the Merchandise.

Section 12. Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitration shall be held in Los Angeles, California and each party agrees to pay its own costs and expenses (including attorney's fees) and agrees to share equally the fees owed to the AAA.

Section 13. (a) With respect to each Customer location, Customer represents and warrants that as of the date of installation of Merchandise and commencement of Services for such location, Customer is not obligated to obtain Merchandise or Services similar to those covered by this Agreement from any other person or entity, and that the execution of this Agreement by Customer does not and will not constitute a breach of any existing contract to which Customer is a party.

(b) Customer agrees to indemnify Company from and against any losses, claims, expenses, damages or liabilities, including reasonable attorney's fees incurred by Company as a result of any breach of the foregoing warranty.

Section 14. Customer has read the foregoing in its entirety and understands all of its terms and conditions, and warrants to Company that the person signing on behalf of Customer has the authority and power to execute this Agreement on behalf of Customer, and after the execution hereof Customer is bound by all of the terms and conditions herein.

Section 15. This Agreement shall not be binding upon Company until executed by an authorized Company representative.

IN WITNESS WHEREOF, the undersigned, by their duly authorized representatives, have executed this Agreement as of the day and year first above written.

ARAMARK UNIFORM SERVICES
a division of ARAMARK Uniform & Career Apparel, LLC

[NAME OF CUSTOMER]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

SCHEDULE II

CUSTOMER LOCATIONS

(To be attached by Customer)

SCHEDULE III

CUSTOMER LOCATIONS IN AREAS
NOT SERVICED BY COMPANY

SCHEDULE IV

CUSTOMER LOCATIONS SUBJECT TO
PRE-EXISTING AGREEMENTS

(To be attached by Customer)