

852842



NEW ACCOUNT  EXISTING ACCOUNT

INSTALLATION DATE \_\_\_\_\_ MM/DD/YYYY

**CUSTOMER SERVICE AGREEMENT**

COMPANY NAME (Customer) UPSHUR COUNTY ROAD AND BRIDGE

LOC. NO. 826

ADDRESS 2255 HWY 271 N P.O. Box 730  
GILMER TX 75644

ROUTE NO. 00547 CS480

1601527

DATE 12/16/16

PHONE 903/680-8341

SIC/NAICS 9121

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED									
ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/NON-STANDARD	TOTAL FULLS SERVICE	TOTAL VALUE/LEASE
07WW09 SS WRANGLER WORK	35.48		1	29	159	.35	S	55.65	
08WW09 LS WRANGLER WORK	37.91		1	29	160	.35	S	56.00	
114469 RELAX FIT WRANGLER	37.24		1	33	363	.34	S	130.90	
10B205 RIGG WORKWEAR JEAN	41.40		1	3	33	.38	S	4.18	
18BW13 WASHED DUCK JACKET	70.54		1	36	36	.45	S	16.20	
01CCDU 100% WESTERN DENIM	40.49		1	7	44	.37	S	16.28	
192100 DISP HEAVY DUTY			1	1	1/1	NC	S	NC	
1939 SUPROMAX HEAVY DUTY			1	1	2/2	18.00	S	18.00	
6295 TOILET BOWL CLIPS			1	1	2/2	2.50	S	5.00	
76AQ13 3 X 5 GI MAT			4	1	4/2	2.00	S	4.00	
76AR13 4 X 6 GI MAT			4	1	2/1	3.00	S	3.00	
802310-18 X 18 WIPERS			1	1	300/150	.07	S	10.50	
907505 LAUNDRY BAGS			1	1	2/1	NC	S	NC	
0136/0235 Embroidered vis			1	14	28	50	S	14.00	
109205 Unifirst Women Scan			1	2	22	.43	S	9.46	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment preparation per piece	0.00
Name emblem per piece	0.00
Company emblem per piece	0.00
Direct Embroidery: Wearer name per piece	0.00
Company name per piece	0.00
DEFE (See description on reverse side)	3.00

CHARGE	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	1.50
Restock/Exchange per piece	1.50
Automatic Wiper Replacement	2% @ 25
Automatic Linen Replacement	

PAYMENT TERMS: C.O.D.  E.F.T.  Approved Charge

**COMMENTS**  
ADD ON-GOING EMBLEM AND PRER AT .18 A SET PER EMPLOYEE. WAIVE ALL UPFRONT SET-UP FEES ON THE NEW UNIFORMS. NO LOSS OR DAMAGE ON THE OLD CLOTHES BEING RETURNED.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.<sup>1</sup>

The undersigned agrees to all Customer Service Agreement Terms above and on Page 2<sup>2</sup> and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: Anthony Hamilton 2/8/17  
DATE  
ACCEPTED: [Signature] 2/13/17  
DATE  
David Johnson B. M.  
LOCATION MANAGER (Print Name and Title)

ACCEPTED: [Signature] 1/13/17  
DATE  
DEAN FOWLER UPSHUR CO. JUDGE  
CUSTOMER (Print Name and Title)  
EMAIL

<sup>1</sup> Cut-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.  
<sup>2</sup> Merchandise which is Val-U-Leased is not cleaned by UniFirst.  
<sup>3</sup> Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

<sup>4</sup> All returned checks and declined credit/debit cards subject to \$35 processing fee.  
<sup>5</sup> This Agreement is effective only upon acceptance by UniFirst Location Manager.  
<sup>6</sup> Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany all copies of Customer Service Agreement.

FILED  
TERRI ROSS  
COUNTY CLERK

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst; providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list replacement price(s) then in effect. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 1/2% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst, may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may include a DEFE charge to cover all or portions of certain expenses including:

- D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
- E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
- F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
- E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections.

Flame Resistant. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class II or Class III ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food-Related. Healthcare and food-related customers acknowledge that (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for Customer's needs, and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (\* Poly-bag services incur additional charges.)

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protections. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer acknowledges that (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses, (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use, (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments), and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand), (2) consists of non-UniFirst manufactured or customized FR garments, or (3) consists of garments that have been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all Standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

All disputes of whatever kind between Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" are defined as all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorneys' fees.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to a Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager in Texas and certain other locations. UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature  1/13/17 (I have read and agree to all of the above Terms.)

FILED  
TERRY ROSS  
COUNTY CLERK