

105 Ward Hill Haverhill, MA 01835

**SERVICE AGREEMENT**

Date: {{ "now" | date: "%B %d, %Y" }}{% assign defe = 0 %}

Customers or Corporation Name: {{lead.identifier}}

|  |  |
| --- | --- |
| Address: {{lead.address}}  Email: {{primary\_contact.email}}  Date of first service: {{lead.dateoffirstservice\_cf | date: "%B %d, %Y"}} | Telephone: {{lead.phone\_cf}}  Agreement Length: {{lead.agreementlength\_cf | default: campaign.campaign\_variables.AGREEMENT\_LENGTH\_DEFAULT}} Month(s)  Minimum Service Charge: {% if lead.minimumservicecharge\_cf %}{{lead.minimumservicecharge\_cf | currency}}{% endif %} |

{% assign napkin\_pct = lead.arcnapkins\_cf | default: 1 %}{% assign towel\_pct = lead.arctowels\_cf | default: 2 %}

ITEMS TO BE SUPPLIED: Metropolitan agrees to rent to customer during the term hereinafter stated and all extensions thereof, the following: {% assign estimated\_total = 0 %}{% assign napkin\_pct = lead.arcnapkins\_cf | default: 1 %}{% assign towel\_pct = lead.arctowels\_cf | default: 2 %}{% assign napkin\_pct = napkin\_pct | times: 0.01 %}{% assign towel\_pct = towel\_pct | times: 0.01 %}{% assign arc\_subtotal = 0 %}{% assign arc\_pct = 0 %}{% for p in purchases %}{% if p.oncall\_cf == "Yes" %}{% else %}{% endif %}{% if p.oncall\_cf == "Yes" %}{% else %}{% if p.purchasable.arc\_cf == "Yes" %}{% if p.purchasable.supergroup\_cf == "TABLE\_LINEN" %}{% assign curr\_arc = napkin\_pct | times: p.quantity\_cf | ceil | times: p.purchasable.replacementcost\_cf %}{% assign arc\_subtotal = arc\_subtotal | plus: curr\_arc %}{% elsif p.purchasable.supergroup\_cf == "DUST\_CONTROL" %}{% assign curr\_arc = towel\_pct | times: p.quantity\_cf | ceil | times: p.purchasable.replacementcost\_cf %}{% assign arc\_subtotal = arc\_subtotal | plus: curr\_arc %}{% else %}{% endif %}{% else %}{% endif %}{% endif %}{% assign p\_price = 0 %}{% case lead.pricelevel\_cf %}{% when "Level 1" %}{% assign p\_price = p.purchasable.lowprice\_cf %}{% when "Level 2" %}{% assign p\_price = p.purchasable.mediumprice\_cf %}{% when level 2 %}{% assign p\_price = p.purchasable.level3price\_cf %}{% else %}{% assign p\_price = p.price | default: p.purchasable.level3price\_cf %}{% endcase %}{% if p.oncall\_cf == "Yes" %}{% else %}{% assign weekly = p.quantity\_cf | times: p\_price %}{% if lead.addlinenmaintenance\_cf == "Yes" %}{% if p.purchasable.supergroup\_cf == "TABLE\_LINEN" %}{% assign weekly = lead.linenmaintenance\_cf | default: 0 | times: 0.01 | plus: 1 | times: weekly %}{% elsif p.purchasable.supergroup\_cf == "UNIFORMS" %}{% if lead.adduniformmaint\_cf == "Yes" %}{% assign weekly = lead.uniformmaintenance\_cf | default: 0 | times: 0.01 | plus: 1 | times: weekly %}{% endif %}{% endif %}{% endif %}{% assign estimated\_total = estimated\_total | plus: weekly %}{% endif %}{% endfor %}{% assign table\_linens = purchases | where: "purchasable.supergroup\_cf", "TABLE\_LINEN" %}{% assign ancillary = purchases | where: "purchasable.supergroup\_cf", "ANCILLARY" %}{% assign hospitality = purchases | where: "purchasable.supergroup\_cf", "HOSPITALITY\_LINEN" %}{% assign restroom = purchases | where: "purchasable.supergroup\_cf", "RESTROOM\_PRODUCTS" %}{% assign dusts = purchases | where: "purchasable.supergroup\_cf", "DUST\_CONTROL" %}{% assign others = dusts | concat: ancillary | concat: hospitality | concat: restroom %}{% assign uniforms = purchases | where: "purchasable.supergroup\_cf", "UNIFORMS" %}

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Color** | **Replacement Value** | **Inventory** | **Rental Rate** |
| {% for p in purchases %}{{p.name}} | {{p.purchasable.color\_cf}} | {{p.purchasable.replacementcost\_cf | currency}} | {{p.quantity\_cf | times: 2}} | {% assign p\_price = 0 %}{% case lead.pricelevel\_cf %}{% when "Level 1" %}{% assign p\_price = p.purchasable.lowprice\_cf %}{% when "Level 2" %}{% assign p\_price = p.purchasable.mediumprice\_cf %}{% when level 2 %}{% assign p\_price = p.purchasable.level3price\_cf %}{% else %}{% assign p\_price = p.price | default: p.purchasable.level3price\_cf %}{% endcase %}{{p\_price | round: 2 | currency}}{% endfor %} |
| {% if table\_linens.size != 0 %}{{napkin\_pct | times: 100}}.00% ARC on inventory of napkins billed per delivery{% endif %}{% if others.size != 0 %}  {{towel\_pct | times: 100}}.00% ARC on inventory of towels billed per delivery{% endif %}{% if lead.addlinenmaintenance\_cf == "Yes" %}  {{lead.linenmaintenance\_cf}}% Linen Maintenance Fee{% endif %}{% if lead.adduniformmaint\_cf == "Yes" %}  {{lead.uniformmaintenance\_cf}}% Uniform Maintenance Fee{% endif %}  {% case lead.pricelevel\_cf %}{% when "Level 1" %}{% assign defe\_pct = campaign.campaign\_variables.ENVIRONMENTAL\_FEE\_LEVEL\_ONE\_PCT %}{% when "Level 2" %}{% assign defe\_pct = campaign.campaign\_variables.ENVIRONMENTAL\_FEE\_LEVEL\_TWO\_PCT %}{% else %}{% assign defe\_pct = campaign.campaign\_variables.ENVIRONMENTAL\_FEE\_LEVEL\_THREE\_PCT %}{% endcase %}{% assign estimated\_total = estimated\_total | plus: arc\_subtotal %}{% assign env\_fee = estimated\_total | times: defe\_pct | times: 0.01 %}{% if lead.defe\_cf and lead.defe\_cf != "standard percentage" %}{% assign env\_fee = lead.defe\_cf %}{% endif %}{% assign env\_fee = env\_fee | at\_least: 6 %}  DEFE Charge - {{env\_fee | round: 2 | currency}} | | | | |

**Preparation Charge: {% if uniforms.size != 0 %}$1.50{% endif %} Frequency of Delivery: {{lead.frequency\_cf}}**

The Customer agrees to a minimum order equal to 50 percent of the inventory issued as specified above (Items To Be Supplied). Orders that fall below the inventory issued amount will automatically be billed at the Minimum Service Charge per delivery specified above.

Cancellation of any custom items before the termination of this agreement will be subject to a pay-out at full replacement value.

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT.

The Customer acknowledges that by the execution of this Agreement it is committing Metropolitan to a substantial investment in merchandise and equipment: in consideration thereof, the term of this Agreement shall continue for a period of the Agreement Length noted above and shall be automatically extended for 12 month periods thereafter unless terminated by either party. The Agreement may be terminated by giving written notice by registered or certified mail to the other of the intention to terminate at least (60) days prior to the end of the initial period or any extended period.

NOTICE: The Customer acknowledges that the peculiar conditions surrounding a service consisting of furnishing the included items is such that normal rules of damages will not compensate Metropolitan for its loss in the event of a breach or termination for any reason of this Agreement by the Customer. The parties therefore, agree that in the event of such breach or termination, Metropolitan shall receive as liquidated damages, and not as penalty, an amount equal to seventy-five percent (75%) of the average weekly rental charge multiplied by the number of weeks remaining to the end of the initial or any renewal term thereof, in addition to the loss charge for any articles not returned to Metropolitan, together with all costs, including reasonable attorney’s fees incurred by Metropolitan in enforcing the rights hereunder.

**Authority to Execute Agreement**. Each person whose signature appears hereon individually represents and warrants to the other Party that he or she has been duly authorized, and has full authority, to execute this Agreement on behalf of the entity on whose behalf he or she executed this Agreement.

**RENTAL SERVICE AGREEMENT**

1. Customer warrants that he is not under agreement with any other party furnishing of items which are subject of this Agreement and will not enter into such agreement while this Agreement remains in force and/or while Customer is in possession of Metropolitan rental supplies.
2. All articles supplied to Customer by Metropolitan shall at all times remain the property of Metropolitan and shall be received and held by the Customer at its risk. Customer agrees that all garments, linen and related items shall be laundered and cleaned only by Metropolitan. Any items that are laundered by Customer will be considered damaged and subject to a “loss charge” as provided in paragraph 4. In the case of total loss, or of any damage which shall make an article unusable, the Customer shall pay to Metropolitan the replacement value for the article. Replacement of articles originally issued to Customer shall be made by Metropolitan only soon after payment for the article to be replaced or the lost charge for that article has been received by Metropolitan from Customer.
3. Replacement of garments, linens and related items shall be made as needed upon receipt of said linens. Customer caused stains that cannot be removed in normal wash cycle must be accepted by Customer. No credit shall be issued due to absence through sickness or vacation on behalf of an employee being understood that such absences have been taken into account in arriving at the weekly rate per employee.
4. Customer agrees to pay for damage to any items beyond ordinary wear and tear. In addition, the customer is responsible to pay for all lost items. The amount paid for Customer, for damaged and lost items shall be equal to the replacement value specified on the reverse side.
5. Payment for the items provided under this Agreement shall be cash on delivery (C.O.D.) or monthly statement, unless otherwise agreed in writing between the parties hereto. In the event that credit for payment hereunder is extended, Customer agrees to make payment on statement accounts within thirty (30) days subsequent to date of statement. All amounts not so paid shall be subject to a service charge of 1.5% per month until paid. Further, in the event it shall become necessary for Metropolitan to engage legal counsel to pursue the collection of sums due under this Agreement or to enforce the terms hereof, Customer shall pay reasonable legal fees, costs and expenses incurred by Metropolitan.
6. Metropolitan may review the Rental Price from Paragraph 1 of this agreement, after the first 12 months and after each 12 month period thereafter. Metropolitan may increase these Rental Price rates by an amount not to exceed 5% of the previous Rental Price.
7. Unless Customer agrees to supply a physical count of each item with every pick up made by Metropolitan, it will be understood and agreed that the Customer will accept a physical count of the items made by Metropolitan as accurate.
8. Metropolitan shall have reasonable access to Customer’s business premises to inventory all of its property in the possession of the Customer at any time during Customer’s normal business hours, and if service is discontinued to the Customer, Customer grants Metropolitan the right to enter the premises and recover its merchandise.
9. It is understood that if Metropolitan’s usual operation is interrupted, or if the service is delayed or postponed by reasons of acts of God, strikes, lockouts, or other industrial disturbances, wars blockades, riots, arrests, explosions, fires, accidents to machinery or any other cause not within the control of Metropolitan, Metropolitan shall not be answerable or liable in damage for any such postponement or delay and the Customer shall not be released from the obligations, but the term of this Agreement shall be extended by a period equal to such interruption.
10. The Agreement shall be binding upon and shall inure to the benefit of the successors, assigns and personal representatives of the respective parties hereto, and the Customer hereby expressly consents to the assignment of this Agreement by Metropolitan to any successors or purchasers of the whole or any part of its business, and expressly covenants to be bound by all terms herein to any such successors or purchasers.
11. If any provision hereof is determined to be invalid by a court, the remaining items and conditions remain in full service hereof shall remain in full force and effect.
12. The terms and conditions of this Agreement are to be governed by the laws of the Commonwealth of Massachusetts. The parties agree to the exclusive personal jurisdiction and venue of the state and federal courts in and for Essex County, Massachusetts.{% if lead.showliabilityclause\_cf == "Yes" %}
13. Metropolitan disclaims all liability arising in any way or from any party in connection with the furnishing of articles called for by this Agreement. Included in this disclaimer is all liability for injuries or damages alleged to result from the negligence of Metropolitan of from the quality or quantity of the articles called for by this Agreement. Metropolitan disclaims all liability for injuries or damages alleged to result from defectively manufactured or defectively cleaned, laundered, treated or otherwise defectively maintained garments. Metropolitan disclaims all liability based in any way upon the flammability of garments called for by this Agreement. The Customer agrees to indemnify and hold Metropolitan nameless against all liability for injuries or damages disclaimed by Metropolitan.{% endif %}
14. The term of contract begins on date of signature and this Agreement shall be binding upon the parties only after acceptance by Metropolitan.

# **METROPOLITAN LINEN SERVICE** **CUSTOMER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Print Name: | Eric Gianci |  | Print Name: |  |
| Signature: |  |  | Signature: |  |
| Title: | Director of Sales |  | Title: |  |
| Date: |  |  | Date: |  |