

RESOLUTION NO. 2019-98

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO CONTRACT WITH ARAMARK FOR THE PROVISION OF STATION UNIFORMS FOR THE FIRE DEPARTMENT

WHEREAS, the Village of Caledonia has received services from AlSCO for the provision of uniform rentals and uniform services for the past twelve years and is not currently operating under a formal contract; and

WHEREAS, the Village of Caledonia Finance Committee has reviewed information presented by Village staff and have determined that seeking quotes for these services is a solution; and

WHEREAS, the Village has identified a vendor who can provide uniform rentals and uniform services for the Fire Department for the estimated costs as outlined in the attached document which reflects a significant cost savings to the Village.

WHEREAS, this item is budgeted in account 5540 Fire Department in 2020. Subsequent years of the licensing agreement are anticipated to be budgeted for in future years.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Village contract with Aramark for the provision of uniform rentals and uniform services for a term of five years at the outlined unit cost for service.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 21st day of October, 2019.

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs
James R. Dobbs, Village President

Attest: _____

Karie Pope
Karrie Pope, Village Clerk



SERVICE PROPOSAL

10/7/2019*

Caledonia Fire Department
 6900 Nicholson Rd
 Caledonia, WI 53108
 (262) 835-2050

GARMENTS						
NUMBER OF WEARERS	MERCHANDISE	ITEMS PER WEARER	PER ITEM PRICE	FREQUENCY	EASycARE™ (per item per week)	
3	Shirt, WearTec Perf Polo-White	7	\$0.230	Weekly	Not Incl.	
43	Shirt, WearTec Perf Polo-Navy	7	\$0.220	Weekly	Not Incl.	
46	Pant, Cargo-Navy	7	\$0.210	Weekly	Not Incl.	

ALLIED MERCHANDISE						
MERCHANDISE	QUANTITY	MINIMUM BILLING %	RATE PER ITEM	FREQUENCY	INVENTORY MAINTENANCE	
Laundry Bag, Ergonomic, Poly-Grey	6	100%	\$0.000	Weekly	Not Incl.	
Laundry Bag Stand	6	100%	\$0.000	Weekly	Not Incl.	
Locker, Standard 8, Bank-Silver Vein	3	100%	\$0.000	Weekly	Not Incl.	

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 11-06-2019



SERVICE PROPOSAL

SETUP CHARGES	
ITEM	COST PER PIECE
Company Emblem	\$1.97
Name Emblem	\$1.50
Preparation Charges	\$1.50
Embroidery	\$21.25

only on left side
doing CFD
or

ESTIMATED WEEKLY PRICING SUMMARY	
Weekly Garment Costs	\$138.67
Weekly Allied Costs	\$.00
Weekly Supply Services	\$0
Service Charge	\$12.00
Estimated Base Weekly Invoice Total	\$150.67

Presented by:
Timothy Lohre
 Account Executive
 lohre-timothy@aramark.com

Thank-You For Considering Aramark!
 We know you have a choice when it comes to uniform companies. That is why we make sure everything we do and everything we offer is with you in mind. As an industry leader for over 75 years, we work hard to provide solutions to help keep your workplace clean, safe and comfortable. Simply put, everyone at Aramark is dedicated to support your business!

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 11-06-2019



SERVICE AGREEMENT

CUSTOMER NO. _____

PAGE NO. _____

Service to ("Customer"): Caledonia Fire Department
6900 Nicholson Rd

Service Address
Caledonia WI 53108
 City State Zip Code

Bill to: Caledonia Fire Department
6900 Nicholson Rd

Billing Address
Caledonia WI 53108
 City State Zip Code

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE™ (per item per week)	REPLACEMENT CHARGE (PER ITEM)
3	Shirt, WearTec Perf Polo-White	7	3	\$0.230	Item Pricing	Weekly	Not Incl.	\$26.00
43	Shirt, WearTec Perf Polo-Navy	7	3	\$0.220	Item Pricing	Weekly	Not Incl.	\$25.00
46	Pant, Cargo-Navy	7	3	\$0.210	Item Pricing	Weekly	Not Incl.	\$26.45

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
Laundry Bag, Ergonomic, Poly-Grey	6	\$0.000	Weekly	100%	Not Incl.	\$5.75
Laundry Bag Stand	6	\$0.000	Weekly	100%	Not Incl.	\$16.10
Locker, Standard 8, Bank-Silver Vein	3	\$0.000	Weekly	100%	Not Incl.	\$776.25

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ('Merchandise') rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (continued)

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.


____ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

MAX 5% annually

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

 Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement

because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

Caledonia Fire Department (262) 835-2050
Name of Customer Customer Phone Number

Timothy Lohre, Account Executive
Aramark Representative Name & Title

Name & Title of Customer Contact

Signature – Aramark Representative Date _____

By _____ Date _____
Signature of Authorized Customer Representative

Signature – Aramark General Manager Date _____



Customer Information Sheet (CIS)

CUSTOMER NAME Caledonia Fire Department

CUSTOMER NO. _____

PAGE NO. _____

CONTACT NAME:

CONTACT TITLE:

Reason For CIS: New Customer Add Allied Products Add Other Charges

1st 2 weeks free

ALLIED MERCHANDISE AND SERVICES ORDERED:						
MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Additional Services and Charges:

- | | | | | |
|-------------------------------------|-------------------------------------|--|---------------------------------------|---------------------------------------|
| YES | N/A | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Preparation Charge | \$1.90 | per Garment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Service Charge | \$12.00 | per Week |
| <input type="checkbox"/> | <input type="checkbox"/> | Extra Suit Charge | | per Wearer |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Special Merchandise (If yes, see Special Merchandise Addendum) | | |
| | | Direct Embroidered | <input checked="" type="checkbox"/> | |
| | | Other | <input checked="" type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Emblem Description | | |
| | <input checked="" type="checkbox"/> | Name Emblem | Unit Price \$1.50 | <i>only doing emblem</i> |
| | <input checked="" type="checkbox"/> | Company Emblem | Unit Price \$1.97 | |
| | <input type="checkbox"/> | Other | | |
| | | Emblem Color: | Name: | Company: |
| | | Emblem Type/Style: | Embroidered: <input type="checkbox"/> | Silk Screen: <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Other Charges/Services: | | |

EasyCare™:	
GARMENT MERCHANDISE	EasyCare™ Rate (per item in inventory per week)

Image Print: *1 service charge*
3 delivery locations
1 invoice

General:

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

Waist Sizes	44" and above	Chest Sizes	52" and above
Inseam Length	28" and below; 35" and above	Alpha Sizes	2XL and above
Neck Sizes	18" and above	Women's Sizes	Size 18 and above
Sleeve Length	36" and above	All "Long" Body Sizes	Any Garment
- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

PRINT CALEDONIA FIRE DEPARTMENT
 Name of Customer

(262) 835-2050
 Customer Phone Number

PRINT TIMOTHY LOHRE, ACCOUNT EXECUTIVE
 Aramark Representative Name & Title

PRINT _____
 Name & Title of Customer Contact

Signature - Aramark Representative _____ Date _____

By _____ Date _____
 Signature of Authorized Customer Representative

Signature - Aramark General Manager _____ Date _____



**SPECIAL MERCHANDISE ADDENDUM
TO SERVICE AGREEMENT**

CUSTOMER NO. _____

PAGE NO. _____

REFERENCE IS MADE TO THE SERVICE AGREEMENT DATED _____ (SERVICE AGREEMENT) BETWEEN CALEDONIA FIRE DEPARTMENT (CUSTOMER) AND ARAMARK UNIFORM SERVICES (AUS) TO WHICH THIS ADDENDUM IS ATTACHED.

SPECIAL MERCHANDISE ADDED TO SERVICE AGREEMENT:

GARMENTS AND SERVICES ORDERED – SPECIAL MERCHANDISE:							
NUMBER OF WEARERS	MERCHANDISE	ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per ITEM OR CHANGE)	FREQUENCY	REPLACEMENT CHARGE (per item)
43	SHIRT, WEARTEC PERF POLO-NAVY	7	3	\$0.220	ITEM PRICING	WEEKLY	\$25.00

ALLIED MERCHANDISE AND SERVICES ORDERED – SPECIAL MERCHANDISE:						
MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)

*represents total units, including items at Customer's location(s) and items in the process of being laundered.

General Terms:

At Customer's request, AUS has agreed to rent non-standard uniforms, apparel and or allied products (Special Merchandise) that are specifically identified and unique to Customer (which may include uniforms and apparel with direct embroidery).

Notwithstanding anything to the contrary contained in the Service Agreement, in the event that:

- (a) Customer returns, decreases or eliminates any Special Merchandise for any reason at any time during the term or any renewal term of the Service Agreement. Customer will purchase such returned, decreased or eliminated Special Merchandise at the then current replacement charge;
- (b) Customer breaches the Service Agreement by early termination (except in accordance with the Service/Performance Guaranty clause of the Service Agreement), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges relating to Special Merchandise during the 3 months prior to termination times the weeks remaining in the unexpired term, or (b) the then current replacement charge for all Special Merchandise; or
- (c) The Service Agreement is terminated by Customer under the Service/Performance Guaranty clause of the Service Agreement, or the Service Agreement expires (including if the Customers failure to renew), or Customer changes the specifications of the Special Merchandise, Customer will purchase the entire shelf and in-service inventory of the Special Merchandise at the then current replacement charge.

Except as modified in this addendum, with respect to Special Merchandise, all other terms of the Service Agreement shall apply to the Special Merchandise in this Addendum as if incorporated herein in their entirety.

This Addendum is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

CALEDONIA FIRE DEPARTMENT

NAME OF CUSTOMER

(262) 835-2050

CUSTOMER PHONE NUMBER

TIMOTHY LOHRE, ACCOUNT EXECUTIVE

ARAMARK REPRESENTATIVE NAME & TITLE

NAME & TITLE OF CUSTOMER CONTACT

By _____ Date _____

SIGNATURE OF AUTHORIZED CUSTOMER REPRESENTATIVE

SIGNATURE – ARAMARK REPRESENTATIVE Date _____

SIGNATURE – ARAMARK GENERAL MANAGER Date _____



2680 Palumbo Dr, Lexington, KY 40509

Telephone: (800) 504-0328 Fax: (781)423-9091

Email: AUCA-DNB@aramark.com

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business: Caledonia Fire Department		*DUNS Number: 103816211	
*Trade Name / DBA Name: Caledonia Fire Department		*Date Business Started:	
*Street Address: 6900 Nicholson Rd	*City: Caledonia	*State: WI	*Zip Code: 53108
*Telephone: (262) 835-2050	Fax: +1.262.835.4192	*Email Address:	
*Billing Street Address: 6900 Nicholson Rd	*City: Caledonia	*State: WI	*Zip Code: 53108
Principal Owner:			
Corporate Address:	City:	State:	Zip Code:
*Check Legal Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP		*Estimated Weekly Charges:	
Do you have an existing account with another Aramark line of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		City and State of Aramark location:	
If so, please provide the Account Number:		Aramark telephone number:	
Other Location Address:	City:	State:	Zip Code:
Other Location Address:	City:	State:	Zip Code:

The Undersigned hereby makes this application for credit to Aramark Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns maybe subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	

