

## **Sales Professional Checklist**



Date:	
Customer Name:	Sales Professional Name:
Contract Signer Name:	Sales ID/Employee ID: MC#
Competitor Code:	Gain Reason Code:
Contract Signer Phone Number:	Contract Signer Email:
Payment Terms:	AWRV:
*If COD/credit declined — a complete auto charge form must be approved in the	ne package. Please review the AC form and requirement with the customer.
Garment Installation Charges:	Free Service Weeks:
Install Type (check all that apply): Garments Allie	d MRS Healthcare A2A AED
Desired Install Date:	
REQUIRED FORMS: (ALL forms must be filled out COMPLETELY)	
YES	
Credit Application	
	atrix, for any modifications to contract language or free service greater than 2 weeks
Salesforce.com Account Detail Print View  Salesforce.com Approved Contract Assist Detail Print View	
OTHER FORMS: (Please complete forms as required for the type YES N/A	of customer)
Employee Roster	
Schedule I: Price list with all products, sizes, and styles	
Schedule II: Location List (REQUIRED for multi-location ac	counts)
Non-Service Express ProForma (REQUIRED for any NSE)	
Contract Addendum	
National/Regional Account Customer Profile with all appl	icable Schedules included
Purchase Order	
Other backup paperwork:	<del></del>
AED Order Form	
HSI CPR/AED Order Form	
EMBLEMS:	
Sketch Approved by Customer	
Lettering Name Emblem Color Codes	Background Border
Emblem Text Type	
Company Emblem Design#	
Other Emblem Design#	
Direct Embroidery Stitch-Out Approved by Customer (Sketch	and original Stitch-Out)
LOGO MATS:	
Sketch Approved by Customer	
Sketch Approved by customer	



# **Marquette Downtown Development Authority**

## **Prepared by:**

Bob Heise
Account Executive
(715) 360-1567
heise-bob@aramark.com
October 19, 2022\*













This Service Proposal is subject to the terms and conditions in Aramark'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 and other ancillary charges listed in your Service Agreement. 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 11-02-2022

Aramark Uniform Services | www.aramarkuniform.com | 800-ARAMARK



#### **About Aramark**

With Aramark Uniform Services in your corner, you have the knowledge and support of an industry leader for more than 75 years. Our affiliated companies provide rental, lease and direct purchase uniforms and workplace supplies for more than 400,000 customers across North America.

#### The Aramark Difference



Innovation We use insights from our clients to fuel new ideas to deliver products that help your business thrive.



Service Excellence Backed by a consistent process during each service visit and a dedicated team at 800-ARAMARK, you'll have what you need when you need it.



**Our People** Our Route Sales Representatives are focused on building long-lasting relationships and understanding your business.













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10/19/2022\*

#### **Marquette Downtown Development Authority**

337 West Washington St. Marquette, MI 49855 (906) 228-9475 x101

FACILITY SERVICES ORDERED:				
MERCHANDISE	QUANTITY	MINIMUM BILLED PERCENTAGE	RATE (PER ITEM)	FREQUENCY
Laundry Bag Stand	1	100%	\$0.250	Weekly
Shop Towel, 18x18-Red	125	100%	\$0.080	Weekly
Mat, Standard, 4x6-Dark Grey	12	50%	\$5.000	Weekly
Mat , ScraperBlack	10	50%	\$5.000	Weekly
Mat, Standard, 3x10-Dark Grey	4	50%	\$6.500	Weekly

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Aramark Uniform Services | www.aramarkuniform.com | 800-ARAMARK (272-6275)





#### ESTIMATED WEEKLY PRICING SUMMARY

Estimated Base Weekly Invoice Total

\$111.84

Presented by:

Bob Helse

Account Executive

(715) 360-1567
heise-bob@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 cleaner, safer and healthier.

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### SERVICE AGREEMENT

	Customer #:	Use only for current customers
Customer's Service Location (for multiple locations, see attached list)	Customer's Billing Address (if different)	
CUSTOMER NAME: Marquette Downtown Development Authority	CUSTOMER NAME: Marquette Downtown Developmen	t Authority
Address: 337 West Washington St.	Address: 337 West Washington St.	
CITY / STATE / ZIP: Marguette, MI 49855-4323	CITY / STATE / ZIP: Marquette, MI 49855	

MERCHANDISE	QUANTITY	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMEN CHARGE (per item)
Laundry Bag Stand	1	\$0.250	Weekly	100%	Not Incl.	\$16.10
Shop Towel, 18x18-Red	125	\$0.080	Weekly	100%	Not Incl.	\$1.00
Mat, Standard, 4x6-Dark Grey	12	\$5.000	Weekly	50%	Not Incl.	\$100.05
Mat , ScraperBlack	10	\$5.000	Weekly	50%	Not Incl.	\$150.00
Mat, Standard, 3x10-Dark Grey	4	\$6.500	Weekly	50%	Not Incl.	\$132.25
iviat, Glandard, 5x10-bark Grey		ψ0.500	veckiy	3070	NOT HIGH.	Ψ102.2

<sup>\*</sup>Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered

\*\*There will be an extra charge reflected on your invoice for any non-standard sized garments

ADDITIONAL CHARGES:			
DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	<u>\$6.00</u> per Week	Company Emblem	\$0.00 per Emblem
Preparation Charge	\$0.00 per Garment	Other Emblem	\$0.00 per Emblem
Bill Assure	28% per Week	Name Emblem	\$0.00 per Emblem
Multi-day Stop Charge	\$10.00 per Additional Stop	Other Charges/Services:	
ditional Terms/Charges:			

Temporary Energy Fee: \$4.00 per invoice. See <a href="https://www.aramarkuniform.com/TEF">www.aramarkuniform.com/TEF</a> for details.

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. 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 any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. 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. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

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. This Agreement will automatically renew for consecutive like terms 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. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare® and Merchandise covered by Inventory Maintenance or Bill Assure.

Terms and Conditions Continued on Next Page

#### TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost or ruined by Customer without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional 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, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of 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 will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by 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 to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, 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) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. 'Special Merchandise" is

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

Authority	(906) 228-9475 x101
Name of Customer	Customer Phone #
Jodi Lanciani Ope	rations Director
Name & Title of Customer Contact	
Signature of Authorized Customer Represe	10-20-2022

Merchandise that is not part of Company's standard product line or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and 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 the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced 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. 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. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. 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 will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. 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 to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

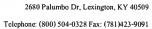
The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by AUS shall be considered confidential information of AUS and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of AUS. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. 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 an AUS General Manager.

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

Bob Heise, Account Executive AUS Representative Name & Title	
Signature – AUS Representative	Date
Signature – AUS General Manager	Date



Email: AUCA-DNBi@aramark.com



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

*Name of Business: Marquette Downtown Development Authority			*DUNS Number: 013155754		
*Trade Name / DBA Name: Downtown Development Authority			*Date Business Started:		
Street Address: 337 West Washington St.	*City: Marquette	*State: MI	*Zip Code: 49855-4323		
Telephone: (906) 228-9475 x101	Fax:	*Email Addr	ess: Jodi@downtown		
Billing Street Address: 37 West Washington St.	*City: Marquette	*State: MI	*Zip Code: 49855		
Principal Owner:	1				
Corporate Address:	City:	State:	Zip Code:		
Check Legal Status:	<u> </u>	*Estimated	Weekly Charges:		
□Corporation □Proprietorship □Partnership □LLC □ Do you have an existing account with another Aramark I		City and Sta	ite of Aramark location:		
☐Yes ☐NO If so, please provide the Account Number:		Aramark tele	ephone number:		
Other Location Address:	City:	State:	Zip Code:		
Other Location Address:	City:	State:	Zip Code:		
e Undersigned hereby makes this application for credit to Arama are successors or assigns ("Creditor") and agrees to the terms a amounts payable on or before the due date on any written, quot or such due date, are then delinquent. It is understood that Creditor for percent (1 1/2%) per month or the highest rate allowed by dersigned shall be responsible for all collection costs, court coovery of any delinquent amount.  Be Undersigned agrees to provide updated financial information side credit reporting services/financial institutions to obtain infound credit availability be granted by the Creditor, all decisions we Creditor. Creditor may terminate any credit availability within its RMS AND CONDITIONS OF SALE: The Undersigned agrees is pject to Creditor's terms and conditions of sale and Creditor objectase order or any other document submitted by the Undersigned some part of any sales agreement, purchase order, or other document process.	and conditions printed beloed, or agreed terms will be didtor may impose and che law on any amount whists and reasonable attor upon request. The Underformation on the Undersignith respect to the extensiculations of the importance of the pay for all purchases a dects to any different or additional to the comment unless specifically	ow. In making this appue paid in accordance harge a finance charge inch becomes past dries's fees (where all resigned acknowledges igned as a condition on or continuation of according to the term diditional terms or considifferent from or in approved in writing to	lication, the Undersigned agrees the with such terms and if not paid on e which is the lesser of one and on ue and delinquent. Additionally, towed by law) in connection with the sand agrees that Creditor may utilito the continued extension of crecredit shall be at the sole discretion as of the Creditor. All sales are may dittions contained in the Undersigned addition to the terms of Creditor by Creditor. Conditions for freight significant contained in the Undersigned addition to the terms of Creditor by Creditor. Conditions for freight significant contained in the Undersigned addition to the terms of Creditor by Creditor. Conditions for freight significant contained in the Undersigned addition to the terms of Creditor by Creditor. Conditions for freight significant contained in the Undersigned addition to the terms of Creditor by Creditor.		
			the Undersigned or common carr at the sole discretion of the Credi		

Opportunity, Washington, D.C. 20580

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