

CS-05-154 Bldgs
Maint

UniFirst Customer Service Agreement

COUNTY BUILD. AD. ... Loc. No. 717 SALFORD III
 145 MASSACHUSETTS. AD. ... Route No. 6450
 SACALLAHAN FUR. 32011 ... Date 12/22/04
 PHONE (604) 277-7214 ... SIC

MERCHANDISE SERVICED

Sub. Serv. by/for	21.	14	234	54.05

* Out sizes of otherwise standard Merchandise is deemed to be non-standard Merchandise.
 ** Merchandise which is Val-U-Leased is administered by UniFirst.

Garment preparation per piece	1.75	Out sizes per piece	
Name emblem per piece		Special Cuts per piece	
Company emblem per piece		Auto. Wiper Replacement	
Embroidery:		Auto. Towel Replacement	
Wearer name per piece	3.05	DEFE*	5.20
Company name per piece			

* This charge represents partial recovery of UniFirst's costs incurred in providing delivery of services, together with its administrative and fuel and energy charges.

COMMENTS: ~~Currently, each employee is charged \$3.01 under new agreement. Why? Employee will be charged \$3.01. All new items priced new. 12/22/04~~

The undersigned attests that he/she is authorized to enter into this Agreement on behalf of the Customer.
 Signature: Floyd L. Vanzant Print Name and Title: Floyd L. Vanzant, Chairman Date: 12-08-04
 Accepted By: Richard J. Weybos Date: 12-22-04
 Name of UniFirst Sales Representative: Chad Walker Date: 12/22/04

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. (together with its subsidiaries, "UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") 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. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, LP dba UniFirst.

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.

If Customer believes UniFirst has consistently failed, to a material degree, to satisfy this guarantee, Customer may terminate this Agreement without penalty, provided written notice specifying deficiencies is given to UniFirst and UniFirst fails to resolve such deficiencies within 60 days after receipt of notice. Deficiencies will be presumed resolved unless Customer gives UniFirst a second written notice, detailing continuing deficiencies, within ten days after the expiration of the sixty-day resolution period. Customer may thereafter terminate this Agreement by giving written notice, providing that all previous balances due UniFirst have been paid in full and 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 violation of the guarantee set forth above.

TERM AND RENEWAL. This agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months (260 revenue weeks) 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. Customer agrees to pay the additional service-related charges listed on the front of this Agreement. Charges relating to an individual leaving the Customer's employ can be terminated by giving notice to UniFirst and by returning or paying for any Merchandise issued to that individual. Any Merchandise payments required, pursuant to this Agreement, will be at UniFirst's list replacement price(s) then in effect.

Upon each anniversary date of this agreement, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index (CPI-U) 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. Customer agrees to a minimum weekly service charge as indicated.

MERCHANDISE. Customer acknowledges that the Merchandise is for general use only and is not flame or acid resistant, and agrees to notify employees to that effect. Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, bloodborne pathogens, solvents, inks or hazardous or toxic substances ("Contaminants"). 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's use of the Merchandise, including without limitation all claims, injuries or damages arising from any alleged defects of the Merchandise. Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

As a condition to the termination of this Agreement, for whatever reason, Customer will (1) return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect, and/or (2) purchase all non-standard Merchandise either in issue or inventory. Non-standard Merchandise is any item which is not customarily inventoried by UniFirst for any reason (including style, color, size or brand) or any item which has been permanently personalized.

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 ascertain with reasonable certainty), an amount equal to 25 percent of the average weekly amounts invoiced in 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 Merchandise or the payment of replacement charges. CUSTOMER WILL PURCHASE SHIRTS ASSETS TO THEM AT THIS TIME, (S)

All disputes arising out of the negotiation, formation or performance of this Agreement and any claims of whatever kind based upon past, present or future acts, whether known or unknown, shall be resolved by first and binding arbitration and not by litigation or any other method. The arbitration shall be conducted in the capital city of the state where the Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Commercial Arbitration Rules of the American Arbitration Association. This paragraph is governed by New York law (exclusive of choice of law).

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. Neither party will be liable for any consequential punitive damages. In the event any portion of this Agreement is held by a court of competent jurisdiction to be unenforceable, the balance shall remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager at the address shown on the reverse. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, LP dba UniFirst.

UniFirst Corporation
3029 Mercury Road
Jacksonville, Florida 32207
Telephone (904) 737-1767
Facsimile (904) 737-1476



Congratulations and Thank You

You have just re-subscribed to the finest Uniform Service Rental system in the state of Florida. We deeply appreciate the opportunity to be of service to you.

Unifirst's Route Salesmen are our prime customer contact on a regular basis and for that reason they are responsible for all aspects of service. This includes adding new employees, terminations and the condition of garments and products. Thus making sure that our service systems are followed to insure your good service.

Enclosed is your copy of the rental agreement with Unifirst Corporation. If you have any questions concerning this document, please feel free to call.

All of us at Unifirst will be doing our best each week to provide you with the best service available, insuring a long and mutually rewarding association.

Yours for Trouble Free Service,


UNIFIRST CORPORATION

Richard Weghorst
Richard Weghorst

General Manager

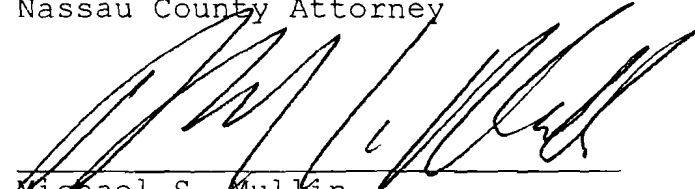
UNIFORM SERVICE AGREEMENT
UNIFIRST

ATTEST:



J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney



Michael S. Mullin

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Director of Building Maintenance and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Director of Building Maintenance or their designee and a representative of the Consultant. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of Building Maintenance or his/her designee, and the County Attorney and the County Administrator and the Director of Building Maintenance or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.