

BEACH LAUNDRY

5151 Osage Beach Parkway, Suite H
P.O. Box 1357, Osage Beach, MO. 65065
Telephone 573-302-0220

Commercial Account Service Policy

1. Who we are and what we provide:

Beach Laundry is locally owned and operated by Beach Industries L.L.C. hereafter referred to as **Vendor**. We are members of the following professional organizations: Lake Area Chamber of Commerce, Coin Laundry Association and the National Federation of Independent Business. We have been in business since March of 2001. We presently service several other resorts / lodging providers in the Osage Beach and surrounding area. Our facility is a self serve coin operated laundry which provides ancillary linen laundry services for individuals and / or facilities requiring additional services including pick-up and delivery. We utilize both top load and front load machines available to the general public for processing.

2. Definition of linens and bedding:

Linens consist of: Flat sheets, fitted sheets, pillow cases, bath towels, bath mats, hand towels, dish towels, wash cloths and kitchen wash cloths. Bedding consists of: bedspreads, blankets, bed pads. Vendor will wash, dry and fold customer linens. **We do not use machine pressing or folding in our process. We do not furnish any rental linens.** Customer is expected to maintain an adequate inventory of linens. Normally, one set on the shelf, one set in the unit and one set in process of being cleaned.

3. Ownership Identification marking:

All items to be laundered must be clearly marked by Customer with indelible black laundry ink indicating ownership. Likewise, all bedspreads, blankets and bed pads must be marked. Bedding items should be marked on opposite corners with size. i.e.. K=king, Q=queen, F=full etc.

4. Handling of soiled laundry items:

Normal soiled linens, towels and bedding must be placed into bags by housekeeping personnel and ready for pick-up at the housekeeping inventory and staging area. Bed linens shall be placed in white laundry bags. Towels and the like shall be bagged in colored (other than white) bags separately from all other sheets and bedding. All bags must be tied with a quick open knot to keep linens from spilling out during handling. Bags not properly tied may result in additional charges.

5. Handling of Bio-Hazards:

Vendor requires any item that has been **contaminated** with blood, feces, vomit, Lice, bed bugs etc. or exposed to known communicable diseases to be handled with extreme care, segregated and placed in closed plastic containers to protect all handlers from possible harmful exposure. The contaminated item must be identified with an attached explanation of the contaminate without the necessity of opening the container and potential exposure to determine what action will be taken, if any. These contaminated items may necessitate an additional charge due to the special handling. If contaminated items are discovered mixed in with other linens, the entire batch may require special handling and may incur additional charges. Vendor reserves the right to refuse acceptance or processing of these items at any time without recourse. **It is extremely important that all housekeeping personnel be advised of these hazards and method of handling for their own health and safety.**

6. Stain removal:

It is understood by all parties that some soil and stains are unknown and do not wash out in normal washing operations. Due to the method of processing each item cannot be individually inspected prior to washing. In some instances we will attempt to process an item a second time after it has been through a wash and dry process. We cannot guarantee complete removal of the stain(s). We reserve the right to place an identifying mark on any item which is permanently stained or damaged to indicate that it has been noted during previous processing. This is to avoid unnecessary reprocessing.

7. Damage of linens:

It is understood by all parties that due to the frequent and repeated processing, linens will suffer deterioration, most noticeably, but not limited to, color fading, elastic edges, seams, edge stitching, embroidery and the like. Additionally, abuse or misuse by guests of linens and bedding does occur. Therefore, we cannot be responsible for any physical damage or stains. We will try to inspect each item for rips or tears and undesirable stains as it is folded and segregate those items for your convenience and disposition. In the event the customer believes Vendor has damaged any item, we must be notified immediately and no later than one day after delivery. Customer shall preserve and present the item(s) for inspection with other items in the same batch. If it is mutually agreed that Vendor will pay for alleged damages, liability is limited to the value of the individual item at the time of damage. Value shall be established taking into account, but not limited to; age, initial cost, overall condition, other items processed in the same batch and other observable factors. Vendor will not under any circumstances be liable for any consequential replacement costs or loss of income. Vendor may elect to make a replacement in lieu of actual payment at our sole option. A payment or replacement by Vendor does not constitute an admission of fault nor set precedence for any future claims.

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8. Laundry containers:

Customer will supply all laundry bags for soiled items unless superseded by other arrangements. In the event Customer laundry bags are not available Vendor will provide bags on a temporary basis. Containers for return of finished items will normally be provided by Customer. If Vendor provides containers, they are not intended for use to re-supply individual units in the Customer complex. Customers who damage or fail to return containers provided by Vendor will be charged for the containers. Large items such as bedspreads, blankets and bed pads being returned will be placed in plastic bags provided by us.

Warning! Plastic bags can cause suffocation. Keep all plastic bags away from children and pets.

9. Pick-up and Delivery service:

Optional: based on agreement. Pick-up will normally be made as determined prior to beginning service. Delivery of finished items will normally occur within seven (7) days after pick-up and may be made sooner at our option. Delivery and pick-up will be made during the hours of 7:30 AM to 6:00 PM. Any other special pick-up and delivery times may result in an additional charges per occurrence. Mileage or site charges may apply per contract.

10. Processing materials:

Vendor will provide all spotting fluids, detergent, bleach, and softener liquid or dryer sheets. The materials used in processing will be name brand products readily available for consumer purchase at retail stores. We believe in consistency and will normally use the same products and quantities for processing. If any occasion arises or a guest requests special needs which require the use of a particular product for medical reasons, we will try to accommodate that request but cannot guarantee it due to alternative product availability, timeliness or any other reason including our refusal without recourse. Failure to advise us of a special need will relieve Vendor of any liability whatsoever.

11. Delivery documents:

A delivery / invoice ticket may be presented at the time of each delivery for your signature. A signature does not imply acceptance of delivery or quantities delivered, only the receipt of the delivery / invoice ticket. There may be times when it is not possible to obtain your signature. We will keep a record of the items as they are received and / or weighed at our facility. Weight records are available at your request. We will allow you or your representative to audit our processing of your items at anytime during normal business hours.

12. Employees:

Customer shall identify their employees which have authority to act on behalf of management in order to avoid misunderstandings and coordinate day to day activities. Vendor employees are expected to obey all laws and regulations while treating your guests and employees with courtesy and respect at all times while on your property. In the event of a problem or question regarding our services or our employees, we will provide company contacts so it may be addressed in an appropriate manner. All reports and / or discussions will be handled in a confidential manner. Vendor is not responsible for illegal acts caused by their employees at any time.

13. Insurance:

Vendor carries business liability insurance in the amount of One million dollars. Other insurance for vehicles and employees is maintained. Summary copies of the coverage's will be made available upon request. If you have other specific requirements, we will discuss those with you. If additional liability limits or provisions are required due to customer request, the additional cost may be passed on to the Customer.

14. Cancellation of services:

If Customer should decide to cancel our services, we expect ten (10) days notice. In like manner we reserve the right to discontinue service to you upon 10 days notice. Any verbal notice of cancellation shall be confirmed in writing by the canceling party within 7 days after the verbal notification was made. If written confirmation is not received as prescribed, the 10 day period starts when the verbal notice is received by Vendor. This 10 days notification is not to be construed as a means for the Customer to withhold linens for processing nor Vendor to withhold processing of linens for return to the Customer.

15. Assignment of our services:

Vendor reserves the right to assign this service either temporarily or permanently due to, but not limited to; sale of the business, loss or damage to facilities or equipment, loss of utility services or failure of equipment, sickness, disablement or death of owner(s) or employee(s), other instances which would affect the fulfillment of this Agreement. Specifically, it is agreed that the service we provide for you is assignable.

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16. Failure to perform:

Vendor shall not be held liable for failure to perform the services as contained herein due to circumstances beyond its control. Specifically, but not limited to: damage to Vendor facilities and / or equipment caused by, weather, flood, vehicle accident, aircraft accident, fire, earthquake, war, riots, burglary, vandalism, terrorism, civil disobedience, inability of contracted private or public utility providers to deliver energy or services, Acts of God.

17. Legal remedies:

Vendor and Customer shall be subject to Missouri laws and the provisions herein shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

18. Legal notice methods:

Notification shall be made via United States Mail Service with return receipt to verify delivery to the address's as shown on this agreement.

19. Cost of linen service:

Vendor will provide linen laundry services at a flat rate charge of (to be determined) for incoming bags of linens. Weights are recorded to the nearest 10/100 of a pound. i.e. .10, .20, .30, .40 etc. These items are not counted individually. Therefore, we assume no responsibility for quantities. **Minimum charge is \$12.00**

20. Cost of bedding service:

Vendor will provide laundry services for bedding items other than linens at the following rates: Subject to change per contract. King bed spreads.....\$8.00 ea., Queen and full bed spreads.....\$7.00 ea., All blankets.....\$6.00 ea. Any size cloth bed pads are \$7.00 ea. Any size plastic bed pads are \$8.00 ea. **Minimum charge is \$12.00**

21. Energy surcharge:

Energy prices are currently very volatile and we have no control what those costs may rise to. Therefore, we have established a base cost level upon which our price to you is determined. Our basis is determined on a price of \$1.50 per gallon of liquid petroleum gas delivered to our tanks. A surcharge of 1% will be added to each individual invoice for each \$0.10 above the \$1.50 base. The surcharge will only be added when the base price reaches the next \$0.10 increment. i.e. \$1.60, \$1.70, \$1.80, \$1.90 etc. For example....if the surcharge is 3%. a \$100.00 base invoice would be increased by \$3.00 to \$103.00. In the event a surcharge is implemented Vendor may provide a copy of one document indicating our current cost for propane upon request. Documentation may be in the form of one of the following, but not limited to; propane invoice, letter from dealer, propane contract. Vendor may elect not to implement this charge based on agreement.

22. Payment terms:

Vendor payment terms are weekly. Customer will accumulate the pink delivery / invoice tickets and make payments every week. If Vendor is to submit itemized billing this must be established in advance. It is agreed that Customer is not entitled to any further discounts or withholding of any portion of money owed for services. Customer must advise Vendor of any invoice problems within 2 work days. If an extension for a specific invoice payment is granted by Vendor the payment for services is expected no later than 7 days after the problem is resolved. Payments in arrears for Thirty (30) days for any other reason shall be deemed automatic notification of cancellation of service This does not relieve Customer of payment of money owed for Goods or Services provided. Only a disputed individual invoice may remain unpaid while it is resolved. Multiple invoices cannot be withheld from payment. Partial payments shall not be construed as a means to extend the date more than thirty (30) days for automatic notification of cancellation of services.