

**Commercial Customer Contract
Laundry Services**

THIS AGREEMENT is made and entered into between Minot Vocational Adjustment Workshop, Inc. ("Kalix") and City of Minot ("City") on the following terms and conditions:

1. Soiled Linen. The City's Fire Department will drop off soiled linens at the Kalix Laundry building located at 1303 Valley St., Minot North Dakota ("Kalix laundry building") on an as needed basis.
2. Wash, Dry, Folded Linen. Kalix agrees to wash, dry and fold linen for the City at the Kalix laundry building. Kalix is not responsible for the condition of the linens provided for cleaning services.
3. Containers. Kalix will not provide linen containers to the City.
4. Delivery. Kalix will not provide pick up or delivery service. The City is responsible for delivering dirty linens to the Kalix laundry building and for picking up the clean linens from the Kalix laundry building.
5. Prices. Kalix will provide the services agreed to at the following rates: \$1.73 per pound of soiled linens.
6. Term. This Agreement is effective beginning November 1, 2019 and shall be in effect through October 31, 2021.
7. Termination. Either party can terminate this agreement by giving a 30-day written notice.
8. Final Agreement. This MOU supersedes any and all prior understandings of the Parties, oral or written, in connection with the subject matter hereof and is intended by both Parties to be a complete and exclusive statement of their commitments and responsibilities with respect to the subject matter hereof.
9. Amendments. This MOU may be changed, amended, or modified only upon the written consent of both Parties.
10. Notice. Any notice, demand, or request required or permitted to be given or made under this Agreement must be made in writing unless specifically stated otherwise in this agreement. Notice will be deemed given when delivered in person, sent via certified mail/return receipt requested, or sent by email to the Parties as specified below:

KALIX
Attn: Rod Martinson
P.O. Box 1030
Minot ND 58702

CITY OF MINOT
Attn: Fire Chief
PO Box 5006
Minot ND 58702

11. Severability. If any paragraph of this Agreement or the application thereof shall, for any reason and to any extent, be found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of the Agreement, and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.
12. Governing Law/Venue. The Parties agree that this Agreement shall be governed by the City of Minot Code of Ordinances and the laws of the State of North Dakota. If a legal action is necessary to interpret this Agreement the Parties agree that any such action shall be filed in a court located in Ward County, North Dakota.

KALIX:

By _____

Date: _____

CITY OF MINOT

By _____
Mayor

Date: _____

ATTEST:

By _____
City Clerk