



Contract of Services

Event Date: 11/10/2025
LFUCG Winter Project 2025

Client/Organization Lexington Fayette Urban County Govt
Address 200 E Main Street
City, St/Prov Postal Lexington, KY 40507
Telephone (859) 684-2434
Sales Rep Carter Schumacher

Event Date 11/10/2025 (Mon)
Event Name LFUCG Winter Project 2025
Guests
Booking Contact Lantern, Charlie
Booking Email

Site Location:
LFUCG-TBD
Versailles Road
Lexington, KY

SERVICES			
Food/Service Items	Price	Qty	Total
EDS Services			
MISCELLANEOUS ITEM PACKAGE(S)	55.00	32400	1,782,000.00
Hot Breakfast, Cold Lunch, Hot Dinner, Standard Beverage Service			
Security 24/7 Guard Service			
Medical Services			
Janitorial Services			
Onsite Management			
Intake/Administration			
General Manager			

ADDITIONAL AGREEMENT TERMS:

Pricing is based on a minimum of Five (5) Months or (150) Days, 216 Persons Daily Per month.

Client is responsible for all liscensing, permitting and under ground temporary utilities.

Client is responsible for all water, sewer and electrical services including distribution to EDS Equipment.

EDS will coordinate all necessary propane/fuel services to be invoiced directly to the client.

Subtotal 1,782,000.00 Paid 0.00

Taxes (6%) 0.00 Balance 1,782,000.00

Total Value 1,782,000.00

Signature:

Linda Gorton

Lexington Fayette Urban County Govt

Date:

9/26/25

Whereas EDS provides base camp support services in a variety of configurations and equipment rental with full service; and

Whereas Client is need of a camp and services to accommodate its homeless population;

Now therefore in consideration of the payments, terms and conditions herein and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound EDS and Lexington Fayette Urban County Government ("LFUCG") do hereby agree as follows:

1. Rental of EDS Equipment and/or Services Provided. EDS hereby rents to LFUCG and LFUCG hereby agrees to Lease from EDS, the Equipment and/or Services as listed above, and incorporated by this reference (together with all replacement parts, repairs, additions, and accessories) upon the terms conditions more particularly set forth herein. The Parties understand and agree that the Equipment and/or Services listed represents a complete list of all Equipment leased and/or Services provided pursuant to this Agreement. All other equipment needed in connection with Clients anticipated use of the EDS' services shall be the sole responsibility of the Client.

Should Client contract with EDS for "Turn Key" options, such options are subject to a minimum guarantee of three (3) days of service.

All invoicing/billing/first day of service will begin in full within twelve (12) hours of a Notice to Proceed being issued by client.

Billing will be based on the guarantee provided in the Notice to Proceed or the actual number serviced on site, whichever is greater. Client/Customer is responsible for replacement cost on all lost or unreturned items.

PLEASE NOTE THE FOLLOWING IS NOT INCLUDED IN BASE CAMP/STAGING SITE PRICING: SLEEPING KITS, POTABLE WATER, WASTE REMOVAL, FUEL.

Fuel

Fuel is not included in any pricing package and will be invoiced at current market cost plus 20 percent.

Sleep Kits

Sleep kits will be invoiced at \$65.00 each, are non-returnable.

Laundry

Wash and Fold laundry service will be made available after the 3rd day of service. Laundry pricing only includes laundry unit, equipment and staffing. Actual wash and fold will be invoiced at \$3.50 per pound with a daily minimum guarantee set forth in contract agreement.

2. Set Up and Installation of Equipment. EDS shall deliver the Equipment to Client as specified within his Agreement and shall promptly commence the work. EDS expects immediate access to the site, destination, area of work to be performed to be immediately accessible upon arrival. Should EDS not have immediate access, Client will be subject to any and all "holdover" expenses EDS should incur.

Client shall be responsible for all inspections, permits and fees associated with installation, operation or removal of the Equipment. Client shall be solely responsible for and shall reimburse EDS for any and all additional expenses it may incur in altering or improving the Equipment to comply with any requirements of or regulations promulgated pursuant to the Americans with Disabilities Act.

Upon EDS's completion of the Set-Up and Installation, it shall promptly notify Client that the Equipment is available for inspection and utilization.

3. Title to and Status of Equipment. The Equipment is, and shall at all times remain, EDS 's property, and Client shall have no right, title, or interest therein, except as herein set forth, and no right to purchase or otherwise acquire title to or ownership of any of the Equipment. Client shall at its expense protect and defend EDS's title against all person claiming against or through Client, The Equipment is and shall at all times be and remain, personal property, notwithstanding that Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or improvements thereon.

4. Use of and care for the Equipment. Client shall use the Equipment in compliance with all laws and regulations and in compliance with any instructions or manuals provided by EDS or by the manufacturer of any component of the Equipment.

After the Equipment Delivery, Client, at its own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order. In the event any repair of or maintained to the Equipment is required after Equipment delivery, Client shall be solely responsible for such cost and expense and shall immediately become EDS's property and part of the Equipment provided, however, if any necessary repair is the result of a condition or defect predating the delivery of Equipment to Client, EDS shall bear the cost of repair. Client shall not make additions to or modifications of the Equipment without the prior written consent of EDS, and the Parties agree that any such additions or modifications shall become EDS's property and part of the Equipment. The Equipment shall not be removed from the location of delivery and acceptance without EDS's written consent.

5. Disclaimer of Warranties and Limitation of Damages. EDS MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO THE FITNESS FOR PARTICULAR PURPOSE. MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT. Notwithstanding the forgoing EDS warrants, to the bet of their knowledge, the Equipment is in good working order as of the date of delivery. After the Equipment is delivered, EDS shall not be liable for any loss, claim, demand, liability, cost, damage, or injury caused directly or indirectly by the Equipment, by any inadequacy of the Equipment for any purpose, by any defect in the Equipment, by the use or maintenance of the Equipment, by any repairs, servicing, or adjustments to the Equipment, or by any interruption or loss of services or use of Equipment, unless such loss, claim, demand, liability, cost, damage, or injury is caused by a condition of the Equipment which existed prior to delivery to Client. In no event shall either party be liable for any incidental or consequential damages in connection with the lease of the equipment to Client or in connection with any use of the Equipment.

6. No Sublease or Assignment. Client shall have no right to assign the lease of the Equipment under this Agreement, nor to sublet or license to use the Equipment or any part thereof without prior written consent of EDS. Any assignment, subletting, or license made or granted without the prior written consent of EDS, or any assignment or subletting by operation of law, shall be void and EDS may, at its option, terminate this Agreement in such event. Regardless of whether EDS shall consent to the assignment or subletting of the lease of Equipment, Client shall remain liable for the payment n accordance with the terms of this Agreement.

7. Risk of Loss. After the Equipment Delivery, Client shall bear all risks of loss and damage to the Equipment from any cause until the expiration of the term of this Agreement. In the event of loss or damage to the Equipment, Client, at EDS's option, shall: (a) place the damaged Equipment in good repair, condition and working order; (b) replace the lost or damaged Equipment with like Equipment in good repair, condition, and working order and transfer the same to EDS by documentation reasonably satisfactory to counsel for EDS, free and clear of any and all liens and encumbrances; or (c) pay to EDS the then unpaid balance of the aggregate Rent under this Agreement plus fair market value of EDS's interest in the Equipment prior to the loss as determined by a qualified appraiser of the Equipment to be selected by EDS. In the event of loss or damage to the Equipment, Client shall promptly notify EDS.

8. Insurance. Client shall provide and maintain insurance against loss, theft, damage, or destruction of the Equipment in the amount not less than \$5,000,000, with loss payable to EDS. Client shall also carry public liability insurance in the amount of not less than \$5,000,000 per occurrence, with EDS included as an additional insured, primary and non-contributory. Such liability insurance shall insure both Client and EDS as an additional insured for insured liability assumed by Client in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of EDS. If Client fails to provide such insurance coverage, EDS may pursue remedies provided this Agreement. Client shall have workers compensation with employers' liability limits of no less than \$5 million dollars. At the request of EDS, Client shall furnish and submit proof of such insurance in the form of a current certificate of insurance upon the signing of this agreement.

EDS shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to Client to protect Client against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by EDS.

Coverage	Limits
General Liability	\$1 million per occurrence/\$2 million aggregate or \$2 million combined single limit
Commercial Auto Liability	Combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Excess/Umbrella Liability	\$5 million per occurrence
* Property Coverage	* Amount Necessary to Cover EDS' Property on site

EDS shall also list Client as an additional insured on the above referenced liability policies with exception of Worker's Compensation & Professional Liability. The above-referenced liability policies with the exception of Worker's Compensation, Umbrella and Professional Liability shall be Primary and Non-Contributory. EDS shall provide Client with a certificate of insurance upon the signing of this agreement. The certificate of insurance shall include the following language: "Lexington-Fayette Urban County Government is named Additional Insured on the above-referenced liability policies with exception of Workers' Compensation & Professional Liability where required by written contract. The above-referenced liability policies with the exception of Workers' Compensation, Umbrella and Professional Liability are Primary and Non-Contributory where required by written contract. 30-day notice of cancellation will be given to the certificate holder per policy endorsement."

9. Indemnification. It is understood and agreed by the parties that Client shall not be deemed responsible on any and all claims, actions, suits, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from gross negligence or willful misconduct on the part of EDS or its subcontractors in connection with the services, but that Client shall otherwise indemnify and hold EDS harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from Client, its residents or inhabitants, or Client's possession, use, misuse, or operation of the Equipment, from any damage occurring to property, including but not limited to sidewalks, curbs, or grass as a result of the delivery or removal of the Equipment, and from any land restoration necessitated by the delivery or removal of the Equipment.

EDS agrees to indemnify, defend and hold harmless Client, its officers, directors, employees, and agents from and against all claims, damages, liabilities losses costs or expenses arising out of: (a) EDS or its subcontractors' gross negligence or willful misconduct in connection with the Services provided pursuant to this Agreement or in connection with the maintenance, repair or delivery of the Equipment; (b) any latent or pre-existing defects in the Equipment that were not caused or contributed to by Client; or (c) any claim of ownership or lien against the Equipment by a third party that arises out of EDS' failure to have good and marketable title to the Equipment at the time of rental. This indemnity shall not apply to any claims arising from Client's use, operation, misuse, or modification of the Equipment or from any acts or omissions of Client.

To the extent joint liability is involved, the indemnifications provided in this Agreement shall not extend to any finding of comparative or contributory negligence attributable to the other party.

10. Removal of the Equipment and Cleaning Charges. Upon expiration or earlier termination of this Agreement as to any Equipment, EDS shall have the right to remove the Equipment. EDS shall not be liable to Client or any third party for any damage occurring to property, including but not limited to sidewalks, curbs, or grass, as a result of the removal of the Equipment, and Client agrees that it shall be solely responsible for any land restoration costs necessitated by the removal of the Equipment; provided, however, EDS shall be liable for any such damage resulting from the negligence of EDS. Upon expiration or earlier termination of this Agreement, the Equipment shall be immediately available for removal in good repair, condition, and working order, ordinary wear and tear resulting from proper use thereof only excepted. The Equipment shall be clean and free of all waste, unless the Client has contracted with EDS to provide these services. Client agrees that it shall be solely responsible for and shall reimburse EDS for any and all additional expenses EDS may incur in the event EDS is required to clean or repair the Equipment to return it to a state of good repair, condition and working order after its removal. The parties further agree that EDS shall charge such additional cleaning and repair services at \$100.00 per hour.

11. Default and Remedies. Each of the following shall constitute a default under this Agreement: (a) any failure by Client to make any payment when due under this Agreement; (b) any failure of EDS to timely make the Equipment Delivery; (c) any breach by either party of any of the terms or conditions of this Agreement; (d) the bankruptcy or insolvency of either party; (e) the appointment of receiver for any part of either right to retain and use the Equipment shall terminate and EDS shall be authorized and empowered to enter any place where the Equipment may be found to take possession and remove the Equipment. The rights and remedies provided in this Agreement are cumulative and are in addition to and not substitution for any other rights and remedies available to either party at law or in equity or otherwise.

12. Notices. Service of all notices under this Agreement shall be in writing and shall be sufficient if mailed to the party involved at its respective address set forth above, or at any other address EDS as said party may provide in writing from time to time. Notice mailed to such address shall be effective when deposited in a United States mail depository duly address EDS and with postage prepaid.

13. Captions. Caption in this Agreement are for convenience only, and are not intended to be used in construction or interpretation of the Agreement.

14. **Force Majeure.** EDS shall incur no liability to Client for failure to supply and Equipment as provided under this Agreement if prevented from doing so by war, fire, governmental regulation or restrictions, labor dispute, accident, Acts of God, or any other causes beyond its control.

15. **Entire Agreement and Modification.** The parties understand that the consideration expressed herein is the sole and only consideration for this Agreement, and there are no representations, agreements or promises to do any act of thing not set forth in this Agreement. This Agreement constitutes the entire agreement among the parties concerning the matters set forth herein, supersedes any and all prior agreements between them concerning the matters set forth herein, and merges herein all prior statements and actions. This Agreement may not be modified or amended except by a writing signed by all of the parties.

16. **Non-waiver.** No delay or failure of EDS of Client to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. A waiver of default shall not be a waiver of any other or subsequent default.

17. **Governing Law.** This Agreement shall be construed in accordance with and governed by the law of the Commonwealth of Kentucky.

18. **Jurisdiction.** Any proceeding arising out of or relating to this Agreement may be brought in the courts of the Commonwealth of Kentucky, County of Fayette, or if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Kentucky, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or thereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in a such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of knowing, voluntary and bargaining agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

19. **Attorney's Fees.** If any proceeding of any nature is instituted in connection with any controversy or dispute arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and legal costs to the fullest extent allowed by the laws of the Commonwealth of Kentucky.

20. **Severability.** The parties agree that if any term of this Agreement is held by a Court to be unenforceable, the remaining promises of the Agreement shall still be valid and enforceable by the parties.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. **Binding Effect.** The provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

I have read and agree to all terms and conditions set forth in this Agreement.

LFUCG SIGNATURE: & DATE: Linda Gorton 9/26/25

Please remit the "Total Balance Due" upon receipt
The Event Number in the top right hand corner shall serve as your invoice number for reference.

Emergency Disaster Services
1385 Pridemore Court, Lexington, Kentucky 40505.
Thank you for this opportunity to serve you.

For questions regarding this invoice please contact Abigail Dobson at abbyd@edsteam.com