
DRY-CLEANING SERVICES AGREEMENT

THIS AGREEMENT, made in duplicate, for the laundering or dry cleaning of uniform or civilian clothing of Peel Regional Police members, effective as of November 14, 2024. ("Agreement").

BETWEEN:

THE REGIONAL MUNICIPALITY OF PEEL POLICE SERVICES BOARD
(the "Agency")

-and-

STITCH IT CANADA'S TAILOR INC.
(the "Vendor")

(the Agency and the Vendor shall be collectively referred to hereinafter as the "Parties")

WHEREAS Peel Regional Police (hereinafter referred to as "PRP") issues vouchers annually for the laundering or dry cleaning of uniform and civilian clothing to approximately 2,200 members ("PRP Members"). Of these PRP Members, approximately 1,650 wear a uniform on a daily basis while the remaining approximately 550 wear business suits, shirts, casual wear or other attire;

AND WHEREAS cleaning vouchers are redeemable by PRP Members for laundering or dry cleaning of clothing in accordance with the manufacturer's care label, at the dry cleaning business outlet/location of the PRP's Members choice, which has an agreement in place with the Agency to provide Services for the PRP Laundering or Dry Cleaning Program ("Program");

AND WHEREAS the Vendor has agreed to provide laundering or dry cleaning services to PRP Members for the cleaning of uniform and civilian clothing (hereinafter referred to as "Service" or "Services"), in accordance with the following terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

TERM

1. The initial term of the Agreement shall commence on the effective date first above written and will expire on December 31, 2024 (Initial Term). Thereinafter, on an annual basis, the Agreement shall automatically be renewed for one year periods until terminated by either party in accordance with the termination provisions of this Agreement. The Initial Term together with any renewal terms shall hereinafter be collectively referred to as the "Term").
2. The Parties agree that any renewal of the Agreement shall be on the same terms and conditions as set out herein save and except for any amendments agreed to between the parties and any additional amendments to Schedule "1" (Schedule of Approved Clothing

and Rates) which the Parties agree may be made by the Agency from time to time throughout the Term of the Agreement at the Agency's sole discretion.

PROGRAM AND RATES

3. All Vendors must be approved by PRP Quartermaster Stores prior to implementation of Services. PRP Members will provide approved cleaning vouchers to the Vendor in exchange for Services, by the appropriate cleaning method.
4. Schedule "1" (Schedule of Approved Clothing and Rates) contains a full list of the approved items of clothing that cleaning vouchers may be used for. A "Uniform Garment" consists of dark navy poly/wool blend cargo pants and shirts, dark navy sweaters, tunic uniform consisting of a military style jacket and matching pants, dark navy parka, etc. A "Civilian Garment" consists of adult male and/or female business dress (suits, jackets, ties, shirts, dresses, skirts, blouses, etc.), business casual dress (casual slacks, shirts, blouses, sweaters, sports jackets, etc.), casual dress (golf shirts, sweat shirts, etc.) and civilian topcoats and jackets. Other articles of clothing not listed will be reimbursed at the Vendor's posted rate. Cleaning vouchers shall not be accepted for cleaning household items such as duvets, curtains and rugs.
5. PRP Members are issued cleaning vouchers which are valued at the rates established under Schedule "1" (Schedule of Approved Clothing and Rates) and which are redeemable for Services based on the predetermined price list specified in Schedule "1" (Schedule of Approved Clothing and Rates) which lists the number of cleaning vouchers required to clean an approved clothing item.
6. PRP Members will pay the Vendor for Services rendered by redeeming cleaning vouchers supplied to him or her by the Agency.
7. The Vendor shall not accept cleaning vouchers upfront by PRP Members, prior to any Services being rendered.
8. Cleaning vouchers are valid from January 1 through December 31 in the issued year. Expired cleaning vouchers for the year are to be accepted for thirty (30) days after expiry, not beyond. Each cleaning voucher is individually numbered and is tracked by PRP Quartermaster Stores Staff so it is not possible to reproduce the vouchers. The colour of the vouchers will change in January of each year to identify valid vouchers.

VENDOR RESPONSIBILITIES - GENERAL

9. The Vendor understands and acknowledges that advertising and sales promotions will not be permitted for the entire duration of its participation in the Program. Advertising and sales promotions include, but are not limited to, billboards, signage, price discounts, coupons, flyers and brochures. The Vendor further acknowledges that the PRP corporate logo is a trade-mark and therefore any unauthorized use of the logo will be prosecuted to the fullest extent of the law.
10. The Vendor shall, as a mandatory condition of this Agreement, complete to the satisfaction of the Agency, and submit to the Agency Schedule "3" (Vendor Information) along with the signed Agreement.

11. The Vendor shall provide the following minimum level of Service:

- (a) Service availability shall be in accordance with the provisions of the dry-cleaning operational requirements that have been established for the Ontario Police College;
- (b) When a PRP Member drops off his or her clothing for cleaning, a tag with the PRP Member's name and badge number, or a unique customer number, must be affixed immediately to the clothing by the Vendor to ensure that the clothing does not get lost or get mixed in with another customer's order;
- (c) The Vendor shall provide an itemized receipt to each PRP Member listing the clothing items dropped off for cleaning;
- (d) Services shall be completed by the Vendor within three (3) business days of receiving the clothing items for cleaning;
- (e) All items received by the Vendor shall be thoroughly cleaned using recognized dry cleaning/laundry equipment and in accordance with acceptable methods and standards of the Dry Cleaning Institute; particularly:
 - i) Chemicals used in the dry cleaning process must not cause the crested shoulder flash to run onto the shirt;
 - ii) All clothing shall be inspected for any spots before and after cleaning. Such remaining spots shall be removed using standard dry cleaning spotting techniques;
 - iii) All clothing shall be pressed on steam presses and ensure proper fabric handling. A double crease on shirts and trousers is not acceptable;
 - iv) Sleeves on all uniform and civilian blouses and shirts shall not be creased;
 - v) PRP shall provide replacement uniform buttons to the Vendor at no charge for those uniform buttons missing from clothing items upon delivery to the Vendor. Buttons shall be sewn on by the Vendor at no charge to PRP. PRP shall provide replacement uniform buttons at the expense of the Vendor when the buttons are damaged by the Vendor. The Vendor shall pay for such buttons at the cost price to PRP; and
 - vi) All clothing items shall be returned to a PRP Member by the Vendor in a cellophane bag identified by a tag identifying the PRP Member by name and badge number or a unique customer number;
- (f) The Vendor shall provide to the Agency, at the Agency's request, details of the services provided; this may contain officer's name and/or badge number and items cleaned; and
- (g) The Vendor shall immediately notify the Agency of any closure of its business outlet(s)/location(s), whether permanent or temporary, or any assignment or sale of same.

PAYMENT

12. The Agency shall, subject to the Vendor's compliance with the provisions of this Agreement, pay the Vendor for the Services provided at the rates established under Schedule "1" (Schedule of Approved Clothing and Rates) of this Agreement.
13. On a monthly basis, the Vendor shall submit an invoice to the Agency for payment detailing the quantity and denomination, as outlined in Schedule "1" (Schedule of Approved Clothing and Rates), of the cleaning vouchers redeemed. Notwithstanding the foregoing, if Services provided by the Vendor are less than \$50.00 per month, the Vendor may submit its invoices for reimbursement on a quarterly basis. Invoices for Services completed on or before December 31 must be submitted no later than January 10 of the following year.
14. The Vendor shall only submit cleaning vouchers for payment to the Agency after cleaning Services have been rendered.
15. All redeemed cleaning vouchers submitted by the Vendor must be signed by the PRP Member and include the badge number of the PRP Member.
16. The cleaning voucher price does not include tax. All applicable taxes, now in force or enacted in the future and imposed on the provision of the Services contemplated under this Agreement, will be paid by the Agency to the Vendor upon invoicing. When invoicing, the Vendor shall subtotal all cleaning vouchers and then add the applicable tax.
17. Schedule "2" (Sample Invoice) provides a sample invoice to be submitted to the Agency by the Vendor.
18. If the Vendor has multiple business outlets/locations, it shall only submit one invoice to the Agency for payment for all of its business outlets/locations.
19. Vendors shall not submit vouchers on behalf of other dry cleaners/vendors.
20. All invoices are to be forwarded by the Vendor to one of the following locations for payment:

By Mail – or – Courier to:

Peel Regional Police
7150 Mississauga Rd,
Mississauga, ON L5N 8M5

Attention: Materials Management Centre - Manager, Inventory

-or-

In Person at:

Peel Regional Police
Materials Management Centre, Shipping/Receiving
25 Wilkinson Road

Brampton, ON

Monday to Friday between 8:00 am to 4:00 pm.

Payment terms by the Agency to the Vendor are Net thirty (30) days.

All payments by the Agency to the Vendor shall be made using credit card.

DAMAGED GOODS

21. The Vendor acknowledges that from time to time items are damaged or lost in the process of cleaning. The Vendor shall be responsible to pay the Agency the full cost to replace any clothing delivered to the Vendor under this Agreement which is damaged or lost while the item is in the possession of the Vendor or any of its subcontractors.

DISPUTE RESOLUTION

22. In the event that a dispute or disagreement shall occur between the Parties, the Parties shall use their best efforts to resolve the matter directly through PRP's Manager of Inventory and the Vendor's staff and, if necessary, their respective managers or directors.
23. Vendor staff and PRP Members involved shall forthwith report items of dispute or disagreement requiring resolution to their respective managers or directors.

AMENDMENTS/WAIVER

24. No amendment or waiver of this Agreement shall be effective unless it is in writing and it is attached to or endorsed upon this Agreement and signed by an authorized officer of the Agency and an authorized officer of the Vendor.

NO WITHHOLDING OF PROPERTY

25. Under no circumstances shall the Vendor or any of its business outlets/locations, or permitted subcontractors, withhold any property from PRP or any of PRP's Members for any reason whatsoever. The Vendor shall deliver to the Agency any clothing in its possession, or in the possession of its subcontractor, within 24-hours of any demand being made by the Agency to return the clothing.

LIST OF LOCATIONS

26. The Vendor shall provide the Agency with a list of participating business outlets/locations that will offer laundering and dry cleaning services within the terms, conditions and rates of this Agreement along with a list of requested subcontractors necessary for the performance of this Agreement, as specified in Schedule "3" (Vendor Information).

NO ASSIGNMENT

27. The Vendor shall not make any assignment of this Agreement, nor of any part or the whole of any monies due or to become due under the provision of this Agreement.
28. In the event that the Vendor sells its business or otherwise wishes to transfer this agreement to another vendor, the Agency shall have the right to terminate this agreement immediately, at its sole discretion, and enter into a new contract with the new vendor, if any, provided the new vendor meets the Agency's criteria for the Program. The Vendor agrees to notify any prospective vendor's of this provision.

WORK VOLUME

29. The Vendor acknowledges that it is providing the Services to the Agency on a non-exclusive basis. The Agency makes no representations regarding the value of the Services required under this Agreement. The Agency reserves the right to contract with other parties for the same or similar services as those provided by the Vendor and reserves the right to obtain the same services internally.

INDEPENDENT CONTRACTOR

30. This Agreement is for a particular and non-exclusive Service. The Vendor has no power or authority to bind the Agency or to assume or create any obligation or responsibility, express or implied, on the Agency's behalf, or to hold itself out as an agent, employee or partner of the Agency. The Vendor is solely responsible for all legally required employer or employee contributions and deductions for itself and its staff.

TERMINATION

31. The Agency reserves the right to terminate this Agreement at any time in the event of a breach or perceived breach of any of the terms or conditions of this Agreement, or for any other reason whatsoever, at its sole discretion effective immediately upon providing written notice to the Vendor.
32. Either party may, at any time by providing the other party with thirty (30) calendar days written notice, terminate this Agreement.
33. In the event that this Agreement is terminated by either party, unless otherwise agreed to by the Agency, the Vendor shall immediately notify the Agency of the status of all PRP Member clothing in it's or it's subcontractor's possession and arrange with the Agency for the delivery to the Agency of same. The Vendor shall only be paid for the Services rendered up to the date of termination of this Agreement and payment shall be made to the Vendor in accordance with the payment provisions in the Agreement.

NOTICES

34. Any notice to be given under the terms of this Agreement shall be deemed to be sufficiently and effectually given if delivered by hand or mailed by prepaid registered post, or sent by facsimile transmission, addressed as follows:

In the case of the Agency:

Peel Regional Police
7150 Mississauga Road,
Mississauga, ON L5N 8M5

Fax: 905-456-5950

Attention: Materials Management Centre - Manager, Inventory

In the case of the Vendor:

To the Name and Address specified for Notices to the Vendor in Section 2 of Schedule "3" (Vendor Information), or to such other address or number of which either party may from time to time notify the other in writing.

If any such notice is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered, on the next business day if transmitted by facsimile transmission, and on the fifth (5th) calendar day following the mailing thereof, if sent by mail as aforesaid.

CONFIDENTIAL INFORMATION/MFIPPA

35. The Vendor shall not divulge or disclose any information, documents or data communicated to or acquired by the Vendor in the course of performing the Services without the prior written consent of the Agency, which consent may be unreasonably withheld. No such information, documents or data shall be used by the Vendor for any purpose other than for the purpose of performing the Services, without the prior written consent of the Agency, which consent may be unreasonably withheld.
36. The Vendor acknowledges that the Agency is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56 ("MFIPPA"), and regulations thereunder, as amended or replaced from time to time.

GENERAL

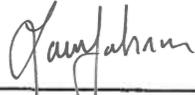
37. This Agreement shall enure to the benefit and be binding upon the Parties and their respective successors and permitted assigns.
38. All amounts in this Agreement are stated and shall be paid in Canadian currency.
39. This Agreement, including Schedule "1" (Schedule of Approved Clothing and Rates), Schedule "2" (Sample Invoice) and Schedule "3" (Vendor Information), constitutes the

entire agreement between the parties with respect to the Services and supersedes all prior oral and written representations and agreements.

40. This Agreement is made in, and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. Each party hereby irrevocably attorns to and submits to the non-exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder and related hereto.

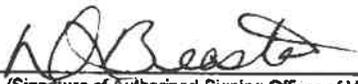
IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first above written.

**THE REGIONAL MUNICIPALITY OF PEEL
POLICE SERVICES BOARD**

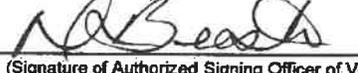
Per: 
Name: Lauren Jackson
Position: CAO, Corporate Services Command, PRP

Document Execution No. _____
I have authority to bind the The Regional Municipality
of Peel Police Services Board.

COMPLETE IF VENDOR IS A CORPORATION: STITCH IT Canada's TAILOR INC.
LEGAL CORPORATE NAME OF VENDOR

Per: 
(Signature of Authorized Signing Officer of Vendor)

Name: DALE BEESTON
Title: DIRECTOR BUSINESS DEVELOP

Per: 
(Signature of Authorized Signing Officer of Vendor)

Name:
Title:

I/We have authority to bind the Corporation.

COMPLETE IF VENDOR IS NOT A CORPORATION: _____
BUSINESS NAME OF VENDOR

Witness: _____ by: _____
(Signature of Witness) (Signature of Vendor)

Print Name: _____ Print Name: _____

Date: _____ Date: _____

SCHEDULE "1"

SCHEDULE OF APPROVED CLOTHING AND RATES

1 Voucher = \$1.00 excluding applicable taxes

Item #	Description	Price List (Number of Vouchers Required to Dry Clean or Launder Item)
Uniform Garment		
1	Uniform Trousers	5
2	Uniform Shirt with Epaulettes	2
3	Uniform Tunic Lined	5
4	Uniform Sweater with Liner	5
5	Senior Officer Sweater	4
6	Clip on Tie	3
7	Patrol Jacket Liner	8
8	Topcoat or Raincoat	8
9	Fur Hat (faux)	4
10	Internal Soft Body Armour Carrier / Holder	3
11	Mess Kit (3 piece Tuxedo Suit or Skirt Suit)	13
12	External Body Armour Carrier	6
13	Leather Jacket	50
14	Coveralls	8
15	Lab Coat	6
Civilian Garment		
16	Golf Shirt	4
17	Silk or Regular Tie	4
18	Suit Pant or Dress Pant	5
19	Suit Jacket or Blazer	5
20	Suit Vest	3
21	Dress Shirt	2
22	Blouse (plain)	4
23	Blouse (silk)	5
24	Skirt	4
25	Dress	10
26	Sweater (regular)	5
27	Sweater (cashmere)	6
28	Leather Coat	55

RATES:

The total payable to the Vendor under this Agreement for each cleaning voucher submitted to the Agency for payment shall not exceed One Dollar Canadian (\$1.00), plus applicable taxes.

SCHEDULE "2"

SAMPLE INVOICE

(For the purpose of this Sample Invoice, the applicable tax imposed on the provision of the Services contemplated under the Agreement at the time of execution of the Agreement is the Harmonized Sales Tax ("HST")).

SAMPLE INVOICE

BILLED TO:

PEEL REGIONAL POLICE
7150 Mississauga Road,
Mississauga, ON
L5N 8M5

Dry Cleaning Company Name
Address

Attn: Materials Management
Centre – Manager, Inventory

Tel:
Email:

Invoice Date	Invoice #	Purchase Order #
01-Jan-2014	4512	152878
Dry Cleaning Vouchers for the month of December		
500 vouchers	@ \$1.00	\$500.00
Subtotal		\$500.00
HST – 13%		\$65.00
TOTAL DUE		\$565.00

PAYMENT TERMS – NET 30 DAYS

GST/HST #

SCHEDULE "3"

VENDOR INFORMATION

GENERAL:

1. Legal Corporate Name of Vendor's Business:

STITCH it Canada's TAILOR INC.

Business Name of Vendor's Business, if applicable:

If Sole Proprietorship or Partnership, Owner(s) Name:

ALAIN BAIRD (OWNER)

Mailing Address:

845 HARRINGTON COURT (UNIT 100A)
Burlington, ON
L7N 3P3

Telephone: 905-335-0922 Fax: 905-335-9060

Cell: 416-931-0856 Email: abaird@stitchit.com

2. Full Name of Vendor's President and any other business contact persons deemed necessary for notice purposes or other information.

TAIMOOR JAMIL (PRESIDENT)

DALE BEESTON (DIRECTOR BUSINESS DEVELOPMENT)

Home Address:

21 KENNEDY AVE.
Collingwood, ON
L9Y 0Z5

Telephone: 905-335-0922 Fax: 905-335-9060

Cell: 289-259-4473 Email: dbeeiston@stitchit.com

3. A Detailed List of all Participating Business Outlets/Locations including full particulars as set out in Section 1 and 2 above (attach as separate page if necessary).

LIST OF STORE LOCATIONS attached
Please see page 15

4. Vendor's GST/HST Number: 877439000 RT0001

5. Corporate credit card will be used for payment of invoices regarding this contract. Facilitating credit card payment is solely at the Vendor's cost.

SUBCONTRACTORS:

6. Please provide complete details (Owner & Contact names, addresses, and phone numbers) of any subcontracting arrangements (including details of the services performed) that you require or wish to be permitted as part of this Agreement. Attach a separate page if necessary. **N/A**

Business Name: _____

Contact: _____

Telephone: _____ Email: _____

Type of Services: _____

Business Name: _____

Contact: _____

Telephone: _____ Email: _____

Type of Services: _____

STORE LOCATIONS

P9.15

Region 1: West Coast		Region 2: South Western Ontario		Region 3 - Central Ontario & East Coast		
242	Fairview Mall	(416) 499-4917	1800 Sheppard Ave E, Unit 1046	Wiltowdale	Ontario	M2J 5A7
243	Fairview Park Mall	(519) 894-7237	2960 Kingsway Dr, Unit M002	Kitchener	Ontario	N2C 1X1
244	Oshawa Centre	(905) 721-0669	419 King St W, Unit 4077	Oshawa	Ontario	L1J 2K5
245	Pickering Town Centre - Upper	(905) 837-7753	1355 Kingston Rd, Unit 138A	Pickering	Ontario	L1V 1B8
247	Yorkdale Shopping Centre (retail store)	(416) 783-4074	3401 Dufferin Street, Unit 403a	Toronto	Ontario	M6A 2T9
247	Yorkdale Shopping Centre (Production)	(416) 782-5284	1 Yorkdale, suite 203	Toronto	Ontario	M6A 2T9
248	Scarborough Town Center	(416) 290-5626	300 Borough Dr	Scarborough	Ontario	M1P 4P5
261	Milton Mall	(905) 875-0286	55 Ontario St S, Unit B2A	Milton	Ontario	L9T 2M3
262	Georgetown Marketplace	(905) 702-8903	280 Guelph St, Unit 29	Georgetown	Ontario	L7G 4B1
269	Cambridge Centre Mall	(519) 624-9404	355 Hespeler Rd unit 270	Cambridge	Ontario	N1R 6B3
265	Stone Road Mall	(519) 837-3558	435 Stone Rd W, Unit 270	Guelph	Ontario	N1G 2X6
267	Cloverdale Mall	(416) 236-3425	250 The East Mall, Unit 103	Etobicoke	Ontario	M9B 3Y8
272	Speers Road	(905) 844-5617	210 Speers Rd	Oakville	Ontario	L6K 2E9
276	Lynden Park Mall	(519) 753-3241	84 Lynden Rd	Brantford	Ontario	N3R 6B8
277	Rideau Centre	(613) 567-0009	50 Rideau St, Unit 334	Ottawa	Ontario	K1N 9J7
284	Erin Mills Town Centre	(905) 828-6682	5100 Erin Mills Pkwy, Unit R234A	Mississauga	Ontario	L5M 4Z5
299	The Promenade Shopping Centre	(905) 707-5292	1 Promenade Circle, Unit F101A	Thornhill	Ontario	L4I 4P8
301	Shoppers World	(905) 457-6984	499 Main St S	Brampton	Ontario	L6Y 1N7
308	Markville Shopping Centre	(905) 944-1132	5000 Hwy 7 East, Unit 2078	Markham	Ontario	L3R 4M9
314	Burlington Mall	(905) 634-8544	777 Guelph Line	Burlington	Ontario	L7R 3N2
315	Maplelewis Shopping Centre	(905) 333-4211	900 Maple Ave	Burlington	Ontario	L7S 2J8
318	T. D. Centre	(416) 363-4446	66 Wellington St W, Unit 54	Toronto	Ontario	M5K 1A1
320	Bloor Concourse	(416) 926-8731	60 Bloor St W Unit C-3	Toronto	Ontario	M4W 3B3
327	Eastgate Square	(905) 561-6273	75 Centennial Pkwy N, Unit F001	Hamilton	Ontario	L8E 2P2
411	Lime Ridge Mall - Upper	(905) 574-9169	999 Upper Wentworth St, Unit 240B	Hamilton	Ontario	L9A 4X5
440	Bramalea City Centre	(905) 799-9113	25 Peel Centre Dr, Unit 0230A	Brampton	Ontario	L6T 3R5
443	Georgian Mall - Upper	(705) 728-1381	509 Bayfield St, Unit 1009A	Barrie	Ontario	L4M 4Z8
456	Sherway Gardens (Opening June 18)	(416) 626-6156	25 The West Mall, Unit #1236	Echobrook	Ontario	M9C 1B8
456-1	Sherway Gardens Pop Up (Opened Oct 29th 2021)	647 226 6078				
481	Square One Shopping Centre	(905) 566-4906	100 City Centre Dr, Unit 2-822A	Mississauga	Ontario	L5B 2C9
487	The Pen Centre	(905) 984-3177	221 Glendale Ave - Unit 144	St. Catharines	Ontario	L2T 2K9