

# PRICING AGREEMENT

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	SUPPLIER	COMPANY
COMPANY NAME	TAYLORMADE SOLUTIONS LLC	MGM National Harbor
STREET ADDRESS	12228 HOLLYBANK DR	101 MGM National Ave
CITY, STATE, ZIP	FORT WASHINGTON, MD 20744	National Harbor, MD 20745
ATTN:	BRENDA TAYLOR	
PHONE:	301.379.4128	
EMAIL:	brenda@tmsllcgroup.com	
FAX:		

### Name of project/contract

Program:		Yes	🖾 No	Adr	ministered by:		
Property:							
Property Group	:		] Las Vegas Prop ] Mississippi Prop ] MGM-National	perties	<ul> <li>City CenterLand LLC Properties</li> <li>MGM-Detroit</li> <li>Massachusetts Properties</li> </ul>		
		MGM Resorts Group (MGM Resorts International and its subsidiaries, partnerships, joint ventures and other affiliates					

# 1. Pricing

Company and/or each Affiliate shall pay the Supplier for the Products /or Services as set forth on Exhibit A ("Pricing").

# 2. Term and Effective Date

The term of this Agreement shall be for a period of \_36 months\_ (the "Term") commencing on - \_\_9/4/2018\_\_ (the "Effective Date") and expires on \_\_9/3/2021\_\_\_\_ (the "Expiration Date").

# 3. Payment Terms: NET7

# 4. eProcurement System (Coupa)

Supplier shall submit to MGM Ops correct, itemized invoices of all charges for Goods or Services ("Invoices"). Supplier shall establish an electronic Supplier account through such third party internetbased platform (:Coupa") as Company may require from time to time through which Supplier will submit invoices and receive purchase orders. MGM Ops will not pay any invoice unless Supplier has submitted such invoice through Coupa. Supplier agrees to reference the MGM Ops Purchase Order number or Contract number on all invoices, packing slips, boxes, containers, etc. If an invoice is received and it does not reference a Purchase Order number it will be returned to the Supplier for correction. Supplier further agrees that failure to include this information may result in significant delay in payment.

# 5. Invoicing and Payment (Stratton Warren)

The Finance Shared Services Accounts Payable Department is responsible for processing payments for goods only after matching Supplier invoice to the supporting Purchase Order ("PO") or Blanket Purchase Order Release ("BR") and Proof-of-Delivery (Receiver in Stratton Warren).



Suppliers are instructed to leave an invoice at the dock at the time of delivery, or mail an invoice to the appropriate Financial Shared Services Accounts Payable PO Box.

Invoices will be processed by the Accounts Payable department for payment without additional department or finance review if the following has been received:

- an invoice referencing a PO# or a BR# where the pricing agrees to the PO pricing within a predetermined threshold
- a receiving document confirming receipt of goods (i.e., the receiver in Stratton Warren.)

In accordance with MGM Ops' No PO/No Pay policy, if an invoice is received and it does not reference a PO or Blanket PO BR#, it will be returned to the Supplier to obtain an approved purchasing document reference number. A PO# or BR# is required on invoices for payment.

# 6. Adding Goods and Services

- a. From time to time, MGM Ops may request that Supplier provide additional goods or services, in which case MGM Ops will provide to the Supplier an Excel template form ("Form") to complete and email back to MGM Ops. The updated Form shall become a part of this Pricing Agreement and shall be governed by the Purchase Order Terms and Conditions stipulated in Section 6 below.
- b. If Supplier is contacted by any MGM Resorts International employee outside of MGM Global Procurement to purchase goods or services outside the scope of this Pricing Agreement, Supplier will immediately contact MGM's Global Procurement and advise of such request. Further, Supplier must not proceed until the new product or service pricing is negotiated and documented hereunder.

# 7. Additional Terms

This Pricing Agreement will be governed by the Purchase Order Terms and Conditions provided in the following link ("Purchase Order Terms and Conditions"): http://www.mgmresorts.com/supplierinformation/supplier-download.aspx

#### 8. Termination

MGM Ops may terminate this Pricing Agreement in its entirety, or any or all Exhibits, for convenience, with or without cause, without penalty, prejudice or further liability, upon thirty (30) day's prior notice.

#### 9. Acknowledgement

- a. Supplier acknowledges that the Supplier has received and agrees with the Purchase Order Terms and Conditions.
- b. Supplier acknowledges that the Supplier is in agreement with Section 6 related to Adding Goods and Services.
- c. Supplier acknowledges that unless there is a formal written agreement related to this Pricing Agreement which is signed by both parties, Supplier's acceptance is limited to acceptance of the express terms of this Pricing Agreement and the Purchase Order Terms and Conditions, and does not include any additional or different items proposed by Supplier or any attempts to vary the terms herein.



**IN WITNESS WHEREOF**, the parties have executed this Pricing Agreement to be effective as of the Effective date.

Michael Pappas Vice President Legal MGM National Harbor Date

Acknowledged and Agreed

TaylorMade/FLP Falisa Peoples, Partner Brenda Taylor, Partner\_\_\_\_\_ (Insert Supplier Name & Title)

August 14,2018\_\_\_\_\_\_ Date

[Signature Page Pricing Letter]



# Exhibit A - Item Pricing Worksheet

Contract/BPO # PENDING Vendor: TAY	LORMADE SO	LUTIONS V	# 767052 Date: 8/14/	18
	Item	Part		
Item Description	Number	Number	Unit of Measure	Price
Cleaning, Hotel Carpet Hallway, Elevator	1		Mandula	<b>*</b> 4 4 0 0 0 0
Guest Room, carpet, drapes, sheers			Monthly	\$4193.28
Oleaning Oten dead Ustal Deam		102		
Cleaning, Standard Hotel Room Carpet/Drapes	1	403 sq ft.	Per Room	\$50
CalperDiapes		п.	Fei Kuulli	<b>\$</b> 30
Cleaning, Executive Hotel Room	1	588 sq		
Carpet/Drapes	•	ft.	Per Room	\$55
				<b>,,,,</b> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Cleaning, Corner Suites Hotel Room	1	958 sq		
Carpet/Drapes		ft.	Per Room	\$70
Cleaning, Executive Corner Suites Hotel	1	1465 sq		
Room Carpet/Drapes		ft.	Per Room	\$85
Cleaning, King Suite Hotel Room	1	797 sq		
Carpet/Drapes		ft.	Per Room	\$60
		1.500		
Cleaning, Capital Suites Hotel Room	1	1536 sq	Den De em	¢400
Carpet/Drapes		ft.	Per Room	\$100
Cleaning, Presidential Suites Hotel Room	1	2462 sq		
Carpet/Drapes	•	2402 SQ	Per Room	\$100
Galperblapes		10.		<b><i>Q</i></b> 100
Cleaning, Chairman's Suites Hotel Room	1	3210 sq		
Carpet/Drapes	•	ft.	Per Room	\$100
Cleaning, Feces Removal (Dry)	1		Hour	\$100
Cleaning, Fesces Removal (Wet)			Hour	\$85
Cleaning, Vomit Removal (Dry)	1		Hour	\$115
Cleaning, Vomit Removal (Wet)	1		Hour	\$100
Cleaning, Blood Removal (Dry)	1		Hour	\$150
Cleaning, Blood Removal (Wet)	1		Hour	\$125
				1
Emergency trip clean fee (bank holidays)	1		Hour	\$100
Smoke Removal (under 999 sq ft)	1		Hour	\$100
Smoke Removal (over 1000 sq ft)	1		Hour	\$150
		1		<b></b>