UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report

August 31, 2026
(Date of earliest event reported)

EVI Industries, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-14757**	**11-2014231**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification No.)

4500 Biscayne Blvd., Suite 340 Miami, Florida	**33137**
(Address of principal executive offices)	(Zip Code)

(305) 402-9300
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $.025 par value	EVI	NYSE American

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On July 17, 2026, EVI Industries, Inc., a Delaware corporation (the "Company"), and Garment Care Services FL, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Company ("Garment Care Services"), on the one hand, and the Jason Loeb Family Trust UAD December 7, 2005 as amended (the "Loeb Trust"), the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023 (the "Baboun Trust", and together with the Loeb Trust, the "Trusts"), Jason Loeb ("Loeb"), Jorge Baboun ("Baboun", and together with Loeb, the "Shareholders"), Shmuel Rudski ("Rudski") and JLOJB On-Site, LLC f/k/a Sudsies On-Site, LLC, a Florida limited liability company ("Sudsies On-Site" and together with the Trusts, the Shareholders and Rudski, the "Transaction C Seller Group"), on the other hand, entered into an Asset Purchase Agreement (the " Transaction C Asset Purchase Agreement "), pursuant to which Garment Care Services has agreed to acquire substantially all of the assets and assume certain liabilities of Sudsies On-Site (the "Transaction C Transactions"). On August 31, 2026, the Company, Garment Care Services and the Transaction C Seller Group entered into an amendment to the Transaction C Asset Purchase Agreement (" Transaction C Asset Purchase Agreement Amendment ") pursuant to which, among other things, subject to certain working capital and other adjustments, the purchase price of $900,000 under the Transaction C Asset Purchase Agreement will be paid entirely in cash instead of $800,000 in cash and $100,000 in shares of common stock, par value $0.025 per share (the "Common Stock"), of the Company.

On July 17, 2026, the Company and Garment Care Services, on the one hand, and Loeb, on the other hand, entered into an Agreement for the Purchase of Personal Goodwill (the "Transaction D Goodwill Purchase Agreement"), pursuant to which Garment Care Services has agreed to acquire all of the Personal Goodwill (as defined in the Transaction D Goodwill Purchase Agreement) of Loeb in JLOJB, Inc. f/k/a Sudsies, Inc., a Florida corporation ("Sudsies"). On August 31, 2026, the Company, Garment Care Services and Loeb entered into an amendment to the Transaction D Goodwill Purchase Agreement, (the "Transaction D Goodwill Purchase Agreement Amendment") pursuant to which, among other things, the purchase price of $7,124,778 under the Transaction D Goodwill Purchase Agreement will be paid entirely in cash instead of $6,624,778 in cash and $500,000 in shares of Common Stock.

The foregoing descriptions of the Transaction C Asset Purchase Agreement Amendment and the Transaction D Goodwill Purchase Agreement Amendment are summaries only, do not purport to be complete and are subject to, and qualified in their entirety by reference, to the Transaction C Asset Purchase Agreement Amendment and the Transaction D Goodwill Purchase Agreement Amendment, copies of which are attached hereto as Exhibit 2.1, and 2.2, respectively, and are incorporated herein by reference.

Item 8.01 Other Events.

As previously reported, on July 17, 2026, the Company entered into definitive asset purchase agreements pursuant to which certain of the Company's indirect wholly-owned subsidiaries (the "Buyers") have agreed to acquire substantially all of the assets and assume certain liabilities of JLOJB, Inc. f/k/a Sudsies, Inc., a Florida corporation ("Sudsies"), and certain of its affiliates and to acquire the personal goodwill of Loeb in Sudsies (the "Asset Purchases").

On September 2, 2026, the Company issued a press release announcing the closings of the Asset Purchases, which occurred on September 1, 2026. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Immediately following the closings of the Asset Purchases, the Company (i) paid an aggregate amount equal to approximately $1.9 million to lessors of vehicles under lease agreements used in the operation of the business of Sudsies and its affiliates, which vehicles were transferred to certain of the Buyers at the closings of the Asset Purchases and (ii) reimbursed Loeb $860,000 which represents cash bonuses paid by Loeb to certain employees of Sudsies or its affiliates after the date of the asset purchase agreements and prior to the closing of the Asset Purchases.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

2.1 Amendment dated as of August 31, 2026, by and among EVI Industries, Inc., and Garment Care Services, FL, LLC, the Jason Loeb Family Trust UAD December 7, 2005 as amended, the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023, Jason Loeb, Jorge Baboun, Shmuel Rudski and JLOJB On-Site, LLC f/k/a Sudsies On-Site, LLC.

2.2 Amendment dated as of August 31, 2026, by and among EVI Industries, Inc., Garment Care Services, FL, LLC and Jason Loeb.

99.1 Press release of EVI Industries, Inc., dated September 2, 2026.

104 Cover Page Interactive Data File (embedded within the Inline XBRL Document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EVI INDUSTRIES, INC.

Dated: September 2, 2026

By: /s/ Robert H. Lazar
Robert H. Lazar
Chief Financial Officer

AMENDMENT

AMENDMENT dated as of August 31, 2026 (this "**Amendment**") to the Asset Purchase Agreement (the "**Purchase Agreement**"), by and among, EVI INDUSTRIES, INC., a Delaware corporation (the "**Parent**"), and GARMENT CARE SERVICES FL, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Parent (the "**Buyer**"), on the one hand, and the JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED (the "**Loeb Trust**"), THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023 (the "**Baboun Trust**", and together with the Loeb Trust, individually, a "**Trust**", and collectively, the "**Trusts**"), JASON LOEB ("**Loeb**"), JORGE BABOUN ("**Baboun**"), SHMUEL RUDSKI ("**Rudski**", and together with Loeb and Baboun, individually, a "**Member**" and collectively, the "**Members**"), and JLOJB ON-SITE, LLC F/K/A/ SUDSIES ON-SITE, LLC, a Florida limited liability company (the "**Company**"), on the other hand.

WHEREAS, each of the Parent, the Buyer, the Trusts, the Members and the Company desire to amend certain provisions of the Purchase Agreement as set forth herein.

NOW THEREFORE, in consideration of the terms and conditions contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

Section 1. **Definitions**. Capitalized terms not defined in this Amendment shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 2. **Amendment to the Purchase Agreement**.

(a) Amendment to Section 1.4(a). Section 1.04(a) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(a) The aggregate purchase price for the Purchased Assets shall be $900,000 (the "**Purchase Price**"). On the Closing Date, the Buyer shall pay to the Company an amount equal to the following (the "**Closing Cash Payment**"):

(i) the Purchase Price;

(ii) plus the amount, if any, by which the Closing Working Capital (as defined below) exceeds the Minimum Closing Working Capital (as defined below);

(iii) plus the amount, if any, by which the Closing Cash (as defined below) exceeds the Minimum Closing Cash Amount (as defined below);

(iv) minus the amount, if any, by which the Minimum Closing Working Capital exceeds the Closing Working Capital;

(v) minus, the amount, if any, by which the Minimum Closing Cash Amount exceeds the Closing Cash; and

(vi) minus, the Escrow Amount (as defined below)"

(b) Amendment to Section 2.04(b)(ii). Section 2.04(b)(ii) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(ii) Intentionally Omitted."

(c) Amendment to Section 3.25. Section 3.25 of the Purchase Agreement is amended and restated in its entirety to read as follows:

"Section 3.25. Intentionally Omitted."

(d) Amendment to Section 5.14. Section 5.14 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Section 5.14. Intentionally Omitted."

(e) Amendment to Section 5.15. Section 5.15 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Section 5.15. Intentionally Omitted."

(f) Amendment to Section 5.16. Section 5.16 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Section 5.16. Intentionally Omitted."

Section 3. **Effect on Purchase Agreement**. The foregoing amendments and agreements are given solely in respect of the transactions described herein. Except as expressly set forth herein, all of the terms and conditions of the Purchase Agreement and exhibits thereto shall continue in full force and effect after the execution of this Amendment, and shall not be in any way changed, modified or superseded by the terms set forth herein.

Section 4. **Execution and Counterparts**. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 5. **Further Assurances**. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

Section 6. **Governing Law**. All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be determined in accordance with Section 8.10 of the Purchase Agreement.

Section 7. **Consent to Jurisdiction**. The parties consent to the jurisdiction and venue set forth in 8.11 of the Purchase Agreement.

Section 8. **Headings**. The headings in this Amendment are for convenience only, do not constitute a part of the Amendment and shall not be deemed to limit or affect any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

EVI INDUSTRIES, INC.,
a Delaware corporation

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

GARMENT CARE SERVICES FL, LLC,
a Delaware limited liability company

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

JLOJB ON-SITE, LLC,
a Florida limited liability company

By: /s/ Jason Loeb
Name: Jason Loeb
Title: President

THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023

By: /s/ Jorge Baboun
Name: Jorge Baboun
Title: Trustee

JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED

By: /s/ Jason Loeb
Name: Jason Loeb
Title: Trustee

/s/ Jason Loeb
Name: Jason Loeb

/s/ Jorge Baboun
Name: Jorge Baboun

/s/ Shmuel Rudski
Name: Shmuel Rudski

Exhibit 2.2

AMENDMENT

AMENDMENT dated as of August 31, 2026 (this "**Amendment**") to the Asset Purchase Agreement (the "**Purchase Agreement**"), by and among, EVI INDUSTRIES, INC., a Delaware corporation (the "**Parent**"), GARMENT CARE SERVICES FL, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Parent (the "**Purchaser**"), and JASON LOEB (the "**Seller**").

WHEREAS, each of the Parent, the Purchaser and the Seller desire to amend certain provisions of the Purchase Agreement as set forth herein.

NOW THEREFORE, in consideration of the terms and conditions contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

Section 1. **Definitions**. Capitalized terms not defined in this Amendment shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 2. **Amendment to the Purchase Agreement**.

(a) Amendment to Section 1.2. Section 1.2 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"1.2 Purchase Price. In exchange for the Personal Goodwill, the Covenants (as defined below) and subject to the allocation set forth in Section 1.3, the Purchaser shall pay to the Seller a purchase price equal to Seven Million One Hundred and Twenty Four Thousand Seven Hundred Seventy Eight Dollars ($7,124,778) (the "Purchase Price"). On the Closing Date, the Purchaser shall pay to the Seller the Purchase Price, in cash by wire transfer of immediately available funds to an account designated by the Seller at the Closing (the "Closing Date Payment")."

(b) Amendment to Section 2.3.1(b). Section 2.3.1(b) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Intentionally Omitted."

(c) Amendment to Section 3.7. Section 3.7 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"3.7 Intentionally Omitted."

(d) Amendment to Section 4.5. Section 4.5 of the Purchase Agreement is amended and restated in its entirety to read as follows:

"Section 4.5. Intentionally Omitted."

(e) Amendment to Section 6.1. Section 6.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Section 6.1. Intentionally Omitted."

(f) Amendment to Section 6.2. Section 6.2 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Section 6.2. Intentionally Omitted."

(g) Amendment to Section 6.3. Section 6.3 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Section 6.3. Intentionally Omitted."

Section 3. Effect on Purchase Agreement. The foregoing amendments and agreements are given solely in respect of the transactions described herein. Except as expressly set forth herein, all of the terms and conditions of the Purchase Agreement and exhibits thereto shall continue in full force and effect after the execution of this Amendment, and shall not be in any way changed, modified or superseded by the terms set forth herein.

Section 4. Execution and Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 5. Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

Section 6. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be determined in accordance with Section 8.5 of the Purchase Agreement.

Section 7. Consent to Jurisdiction. The parties consent to the jurisdiction and venue set forth in 8.6 of the Purchase Agreement.

Section 8. Headings. The headings in this Amendment are for convenience only, do not constitute a part of the Amendment and shall not be deemed to limit or affect any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

EVI INDUSTRIES, INC.,
a Delaware corporation

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

GARMENT CARE SERVICES FL, LLC,
a Delaware limited liability company

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

/s/ Jason Loeb
Name: Jason Loeb

Exhibit 99.1

EVI Industries Completes Acquisition of Sudsies, Inc. and Establishes Consumer Garment Care Services Division

MIAMI, Florida – September 2, 2026: EVI Industries, Inc. (NYSE American: EVI) ("EVI" or the "Company") today announced that it has completed its previously announced acquisition of Miami, Florida-based Sudsies, Inc. and established its new consumer garment care services division, with Sudsies serving as its foundational business.

EVI's entry into the consumer garment care services industry marks its first dedicated expansion beyond the commercial laundry distribution and service industry since the Company began executing its long-term growth strategy in 2016. The new division extends a model EVI has developed over the past decade: partnering with exceptional founder-led businesses, preserving the brands, cultures, and legacies that made them successful, empowering their leaders to continue building, and providing the resources and long-term ownership to pursue opportunities that may not have been available to them independently.

Since 2016, 32 commercial laundry businesses and the entrepreneurs who built them have chosen to join EVI. Over that period, EVI has grown from a single Miami-based distributor with approximately $36 million of annual revenue into North America's leading commercial laundry distribution and service enterprise, with more than 900 associates and nearly $435 million of revenue for the twelve months ended March 31, 2026, a compound annual growth rate of approximately 29% over that time period. Management believes that few companies compound at that rate for a decade, and fewer still do so while the businesses that produced the growth remain in the hands of the people who built them, a track record that is expected to provide a powerful foundation from which to build in consumer garment care. Sudsies is the 33rd business to join EVI, and the first outside of commercial laundry. EVI enters the consumer garment care services industry thoughtfully, with conviction, and with the same long-term commitment that has defined its first decade of growth.

Sudsies Joins EVI

Founded in Miami in 1996 by Jason Loeb and Jorge Baboun, Sudsies is South Florida's premier garment care business, trusted by a deep and loyal base of individual consumers and luxury retail partners with the care of high-value, technically complex garments. The business pairs a culture built around the customer and exceptional craft with a distinctive brand and integrated, technology-enabled logistics, delivering a first-class customer experience and a growing customer base. Consistent with EVI's operating philosophy, Sudsies continues to operate under its established brand and to be led by its founders, Jason Loeb and Jorge Baboun, and its President, Luis Moreno. EVI intends for Sudsies to serve as the foundation of a much larger consumer garment care enterprise, bringing together exceptional businesses and entrepreneurs and leaders in the industry who share a commitment to outstanding garment care, customer experience, and long-term growth.

> *Henry M. Nahmad, EVI's Chairman and Chief Executive Officer, commented:* "*Sudsies is the first step in what we believe can become an exceptional consumer garment care enterprise of national scale. We believe that the addition of Sudsies to the EVI family gives us a strong foundation of experienced leadership, deep garment care expertise, exceptional customer relationships, operating know-how, and a highly regarded brand. Our ambition is to become the partner of choice for the finest entrepreneurs in the industry—owners who have built exceptional businesses and care deeply about their companies, their people, their customers, and their legacies. We expect that Sudsies is just the beginning, and we are excited about what we can build together.*"

Management expects the transaction to be accretive to EVI's earnings for the fiscal year ending June 30, 2027. For additional information regarding the acquisition of Sudsies, please see EVI's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on July 23, 2026 in connection with the Company's entry into the agreements to acquire Sudsies and the Company's Current Report on Form 8-K to be filed with the SEC within three business days following the date hereof in connection with the completion of the transaction.

Continued Commitment to Commercial Laundry

EVI also reaffirmed its commitment to the commercial laundry distribution and service industry, which remains the foundation of the Company. EVI intends to continue investing in and growing that business organically and through additional acquisitions while pursuing the substantial opportunity it believes exists in consumer garment care.

About EVI Industries

EVI Industries, Inc., through its wholly owned subsidiaries, is a value-added distributor and a provider of advisory and technical services in the commercial laundry distribution and service industry. Through its vast sales organization, the Company provides its commercial laundry distribution and service industry customers, which include retail, commercial, industrial, institutional, and government customers, with planning, designing, and consulting services related to their commercial laundry operations. The Company sells and/or leases commercial laundry equipment, specializing in washing, drying, finishing, material handling, water heating, power generation, and water reuse applications. In support of the suite of products it offers, the Company sells related parts and accessories. Additionally, through the Company's robust network of commercial laundry technicians, the Company provides its customers with installation, maintenance, and repair services. In addition to its commercial laundry distribution and service business, the Company also provides garment care services to individual consumers and luxury retail partners through the Company's consumer garment care services division.

Forward-Looking Statements

Except for the historical matters contained herein, statements in this press release are forward-looking and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on current information and current expectations of management. Forward-looking statements are subject to substantial risks and uncertainties, which may cause actual results to differ materially from the results expressed or implied by the forward-looking statements. These risks and uncertainties include, but are not limited to: risks related to the acquisition of Sudsies, including the risk that the contemplated benefits of the acquisition may not be achieved to the extent expected, or at all, including that the transaction may not be accretive to EVI's earnings for the fiscal year ending June 30, 2027 or any other period and the addition of Sudsies may not otherwise have a positive impact on EVI's operating results or financial condition, integration and execution risks, risks related to the retention of Sudsies' founders, management, and other key personnel and to the continued strength of the Sudsies brand, and risks related to the business, operations, and prospects of Sudsies and EVI's plans with respect thereto; and risks related to EVI's new consumer garment care services division, including that EVI's expansion into the consumer garment care services industry may not be successful, operational risks, risks related to the size of, and opportunity within, the consumer garment care services industry, including its total addressable market, risks related to EVI's strategy for growing and scaling its consumer garment care services division, including through acquisitions and organic growth initiatives, including risks related to the applicability and success of EVI's buy-and-build strategy in the consumer garment care services industry, and the Company's ability to realize the anticipated strategic and financial benefits of the division. Reference is also made to other economic, competitive, governmental, technological, and other risks and factors discussed in EVI's filings with the Securities and Exchange Commission, including, without limitation, in the "Risk Factors" section of EVI's Annual Report on Form 10-K for the fiscal year ended June 30, 2025. Many of these risks and factors are beyond EVI's control. Further, past performance and perceived trends may not be indicative of future results. EVI cautions that the foregoing factors are not exclusive. The reader should not place undue reliance on any forward-looking statement, which speaks only as of the date made. EVI does not undertake to, and specifically disclaims any obligation to, update or supplement any forward-looking statement, except as may be required by law.

Contact Information

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