



Gulf Oil Corporation



September 17, 1980

QUOTATION AND CONTRACT OF SALE

GULF OIL CORPORATION, acting through Gulf Oil Company - U.S., a Division of Gulf Oil Corporation, hereinafter called "Seller", quotes as follows, subject to the terms and conditions stated below and on the reverse hereof.

To: Nassau County
Board of County Commissioners
County Courthouse
Fernandina Beach, FL

hereinafter called Purchaser, for use in Purchaser's plants at: Hilliard, Florida

Table with 4 columns: Products, Quantity, Method of Delivery, Price or Price Basis. Row 1: Gulcrest Gasoline, 163,942 Gallons, TW, \$.9897 per gal. Eff. 9/16/80

PRICE IS SUBJECT TO ESCALATION

PLEASE SIGN THE ATTACHED RIDER AND RETURN ONE COPY WITH THIS CONTRACT

Period: 10/1/80 thru 9/30/81
Reasonable notice of required delivery shall be given Seller at Jacksonville, Florida (904) 757-5751

Terms of Payment: Net 30 Days with Credit Approval

Acceptance: This offer shall expire at close of business October 17, 1980 unless accepted by Purchaser by that time or extended in writing by Seller.

This instrument contains each and every agreement and understanding existing between the parties relating to the subject matter of this contract, and no amendments or alterations thereto shall have any effect unless made in writing and properly signed by authorized representative of Purchaser and Seller.

The above quotation is accepted and contract shall be effective as of date shown below. GULF OIL CORPORATION

By: name
title
date

By: [Signature]
Title: DIRECTOR - I & C SALES
Gulf Oil Company - U.S.,
a Division of Gulf Oil Corporation
P. O. Box 16967
Orlando, Florida 32861
address of Gulf office

JMF

CONDITIONS

1. **PRICES** - Notwithstanding any other provision contained herein, SELLER reserves the right, at any time, without notice to PURCHASER to increase immediately the prices for the products covered by this agreement, and PURCHASER agrees to pay such increased prices.

This contract is subject to cancellation by either party upon thirty-days written notice to the other party. Under no circumstances will SELLER be obligated to supply PURCHASER beyond the thirty-day notice period in the event PURCHASER cancels this agreement.

2. **TAXES** - In addition to quoted prices, PURCHASER shall pay SELLER the amount of any and all taxes now or hereafter assessed or imposed by any Municipal, State or United States Government on the products or contract covered by or resulting from this quotation, or the manufacture, use or sale of said products, unless PURCHASER shall be entitled by law to an exemption from said tax and shall furnish seller with proper exemption certificate when shipping instructions are given.
3. **SHIPMENTS** - Claims regarding shortage in quantity shall be made at the time of delivery. Any claims regarding variance in quality of products delivered by SELLER shall be made within fifteen (15) days after date of delivery.

Should transportation equipment furnished by the SELLER be in bad order or leaking, the PURCHASER shall notify the carrier and secure examination by the authorized agent of the carrier as to the condition of the equipment before same is unloaded.

It is understood that in the event of any claims asserted by the PURCHASER hereunder the SELLER shall be given an opportunity to promptly inspect the products or goods delivered and failure of the PURCHASER to comply with these requirements shall operate as a waiver of any and all claims by the PURCHASER.

4. **LIABILITY** - When shipment is made by public carrier and sale is f.o.b. shipping point title and risk of loss shall pass from SELLER to PURCHASER when loading has been completed. When sale is made on a delivered price basis in SELLERS equipment or when freight is prepaid by SELLER, title shall pass to PURCHASER upon arrival of shipment at destination specified in PURCHASER'S order.
5. **DELIVERIES DELAYED OR PREVENTED** - PURCHASER and SELLER shall be absolved from their respective obligations to deliver or accept delivery of products under this quotation when and to the extent that performance thereof is delayed or prevented by any cause reasonably beyond the control of PURCHASER or SELLER. If SELLER believes in its reasonable opinion there may be a shortage of supply and that SELLER is or may be unable to meet its obligations to its customers, SELLER may allocate among such customers its available supply in such reasonable manner as it may determine. SELLER shall not be required to make up deliveries omitted due to any of the causes referred to herein, and the total quantity required under this quotation shall be reduced by the amount not delivered, computed on the basis of the average monthly quantity.
6. Unless otherwise specified all shipments are to be made in approximately equal monthly quantities.
7. If shipped in returnable drums, deposit charge shall be made as indicated in this quotation, and credit for deposit shall be allowed if empty drums are returned within a reasonable time in good condition to the proper Gulf terminal or bulk plant.
8. All credit terms are subject to the approval of SELLER'S Credit Department, and shall be subject to change from time to time upon notice of same.
9. **NOTICES**-Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the address of such party herein specified, or when delivered personally to such address.

Gulf Oil Company - U.S.

FLORIDA DISTRICT OFFICE

P. O. Box 16967
Orlando, FL 32816

RIDER - CONSUMER ACCOUNTS

Annexed to and forming part of CONTRACT OF SALE
between GULF OIL CORPORATION, Seller, and
Nassau County, Board of County Commissioners, Purchaser,
Dated September 17, 1980.

Each party to this agreement understands that stringent regulations of the Environmental Protection Agency (Title 40, Code of Federal Regulations, Part 80) require that where gasoline is marketed as "unleaded gasoline" such gasoline will not contain more than 0.05 grams of lead per gallon at the consumer level and that such regulations may lead to imposition of substantial penalties on various persons whenever violations occur. Specifications for Seller's "Gulfcrest" qualify it as such an unleaded gasoline. It is understood that if Purchaser dispenses Seller's unleaded gasoline, Purchaser will assure to the maximum extent practicable that while such product is in the Purchaser's custody and control, lead content of such gasoline will not exceed .05 grams per gallon.

WITNESSES:

GULF OIL CORPORATION

E. M. Case

D. B. Egan
Seller

J. M. Green

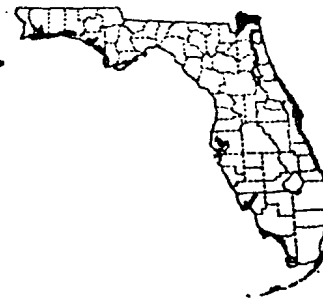
John F. Clayton
Purchaser





NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS



P. O. Box 1010 - Fernandina Beach, Florida 32034

October 15th, 1980

JOHN F. CLAXTON
Chairman
Dist. No. 3 Yulee

JOHN F. ARMSTRONG, SR.
Vice Chairman
Dist. No. 5 Callahan

GENE R. BLACKWELDER
Dist. No. 1 Fernandina Beach

HAZEL JONES
Dist. No. 2 Fernandina Beach

DOUGLAS HODGES
Dist. No. 4 Hilliard

D. O. OXLEY
Ex-Officio Clerk

ARTHUR I. JACOBS
Attorney

RICHARD L. KING, P.E.
County Engineer

Gulf Oil Company
P.O. Box 16967
Orlando, Florida 32861


Dear Sir:

The Board of County Commission of Nassau County requested this office to forward to you a excuted contract supplied by your Company.

If we can be of any further assistance, please notify us.

Sincerely,

D.O. Oxley
Ex-Officio Clerk to the
Board of County Commission

By 
J.J. "Jerry" Greeson
Chief Deputy Clerk



Gulf Oil Corporation



September 17, 1980

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hereinafter called Purchaser, for use in Purchaser's plants at: Hilliard, Florida

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RECEIVED IN OFFICE... stamp

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This instrument contains each and every agreement and understanding existing between the parties relating to the subject matter of this contract, and no amendments or alterations thereto shall have any effect unless made in writing and properly signed by authorized representative of Purchaser and Seller.

The above quotation is accepted and contract shall be effective as of date shown below.

Signature: John F. Clayton, Chairman, Board of County Commission, Nassau County, October 14th, 1980

Signature: D.B. Eason, Title: DIRECTOR - I & C SALES, Gulf Oil Company - U.S., a Division of Gulf Oil Corporation, P. O. Box 16967, Orlando, Florida 32861