

GOOD HOUSEKEEPING GAS COMPANY OF FLORIDA

POST OFFICE BOX 22 YULEE, FLORIDA 32097

October 20, 1986

T.J. Greeson Clerk of Courts Nassau County

Ref: Water heater installed at Nassau Co. Jail

Dear Mr. Greeson;

Pursuant to our conversation of Oct. 16, 1986, the <u>total</u> price for the A.O.Smith BT 251 water heater installed at the Nassau Co. jail is \$1940.37, if purchased outright by the co.

Please advise me as soon as possible which option the county would like to proceed with.

If I can be of further assistance, please feel free to contact me at anytime.

Sincerely

Benjamin W. Suydam

District Manager

DATE: October 9, 1986	PLUMBER: DAVE TURNER PLUMBING
ORIG. RENT:	LANDLORD () TENANT ()
Good Housekee	ping Gas Company
Division of National	l Propane Corporation
COMMERCIAL WATER HEATER	LEASE/PURCHASE AGREEMENT
Lease/Purchase Agreement dated Oc	tober 9 th, 19 86 between
Good Housekeeping Gas Company Di	vision of National Propane Corporation, hereinafter
called the "Company", and	
Board of County	Commissioners hereinafter called the "CUSTOMER"
P.O.Box 1010	Fernandina State FL, Zip 3209
MAILING ADDRESS:	, CityBeach State FL, Zip 3203
A.O. Smith BT 251 831 XXXXXXX Model Number Model Number	
	uests Company to lease to Customer a rage LP-Gas FIRED Water Heater, hereinafter at the above address.
Heater for the period of five (5) years and it shall be automatically renewed or remains on the premises. It shall be hereinafter set forth. Customer hereby any and all claims for damages of any kind.	any and Company agrees to lease to Customer such from the date of installation of said Heater in a month to month basis so long as the Heater terminated only under the provisions or conditions releases and agrees to hold Company harmless from ind to any property or person arising from the rising out of any breach of this Lease/Purchase injury or damage as may result solely from

- 1. Installation shall be provided by a Master or Licensed Plumber approved by the Company, and Customer agrees to bear the installation charges and to make payment to the Plumber upon receipt of a statement specifying such charges but in any event within thirty (30) days after installation of the Heater.
- 2. Company shall at its expense, upon request, service such Heater, provided, however, it shall be the duty of Customer to notify the Company when such service is needed during period of lease.
- 3. Customer shall pay Company each month the amount of \$ 37.75 in lease charges plus sales tax(s) where applicable for such Heater during the initial term of five (5) years hereof and so long as the contract is renewed on a month-to-month basis, provided, however, that at any time after the initial term, Company may change the monthly lease charges by giving at least thirty (30) days written notice to Customer

of such change and Customer, by payment of the new monthly lease charge to Company shall be deemed to have assented to such change and to the continued applicability of the remaining provisions of this agreement. The lease charges shall be due and payable in advance the first of each month. It is understood and agreed that the payment of $\frac{113.25}{113.25}$ with and as part of this contract shall be applied as payment of the lease charges for the first three (3) months of the initial lease term with next payment due thirty (30) days from date of installation.

- 4. Customer assumes all risk of loss, damage or destruction of the Heater during the term of this lease and agrees to indemnify Company against any such loss, damage or destruction. Customer further agrees not to remove, transfer, tamper with, abuse, misuse, adjust or repair such Heater without written permission of Company. Cost of moving or relocating Heater for Customer, provided the aforesaid written permission is first received, shall be at Customer's expense.
- 5. Company, without prejudice to any other claims it may have hereunder, may terminate this lease and enter Customer's premises and disconnect and remove the appliance, if one or more of the following conditions exist: (a) improper use of the Heater, (b) satisfactory operation is not reasonably possible, (c) Customer fails to pay lease charges as provided herein within thirty (30) days after the above-mentioned due date, (d) failure of Customer to perform any of his other obligations under this lease, and (e) upon thirty (30) days prior written notice to Customer of its desire to terminate. Company's failure to terminate this lease by reason of any default of Customer shall not constitute a waiver of any right Company may have against Customer because of such default nor a waiver of any subsequent default.
- 6. If for whatever reason, Company's LP-gas service is discontinued by either party, balance due on aforementioned water heater will be due and payable at time of termination.
- 7. Customer agrees to notify in writing of any sale or transfer of the premises above described or the termination of his occupancy of the premises and customer shall notify the prospective purchaser, tenant, or occupant of the premises that the title to the Heater is in Good Housekeeping Gas Company , Division of National Propane Corporation, its successors or assigns, and upon receipt of such notice and subject to the Heater being in acceptable condition, ordinary wear and tear excepted, and the assumption by the new purchaser, tenant or occupant of the terms of this lease, the undersigned customer shall be relieved of further obligations.
- 8. It is expressly understood and agreed that the equipment herein referred to is intended by the parties to be and shall remain the personal property and not realty until such time as all lease charges or balances are paid.
- 9. Customer agrees to purchase all its LP-gas from Company during period of this lease.
- 10. If Company gives this Purchase/Lease Agreement to an attorney for collection, customer shall pay all reasonable fees of the amount owed at time we refer this Agreement to an attorney who is not our employee.
- 11. This agreement shall be binding upon the respective heirs and legal representatives of the parties hereto.

12. This agreement is subject to acceptance by the Company, and to approval in writing by the Company of any future assignment bereof.

Customer

Company

Division of National Propane Corporation

	BY: Deyan	- hard	(DATRICT MAR)		
	/ 0				
LANDLORD'S CONSENT AND	PROPERTY OWNER'S	RELEASE	.•		
The undersigned, owner of the premises referred to in foregoing agreement, in consideration of the use of the Heater provided for therein hereby consents to the installation and use of the Heater upon the conditions therein stated, including the right of Good Housekeeping Gas Company, Division of National Propane Corporation to remove the same upon termination of said agreement, it being the intent that said Heater be personal and remain the property of the Company at all times until initial lease is paid in full. It is further agreed that the present water heating equipment, if any, shall be set aside in such storage space as I may designate and the Company will not be liable for any cost of reinstallation of said equipment upon termination of such agreement. I hereby release the Company and agree to hold it harmless from any and all claims for damages of any kind to any property or persons rising from the installation or use of the Heater or arising out of any breach of the lease agreement by the Customer except for such injury or damage as may result solely from the negligence of the Company.					
DATED: 10-28-86	OWNER	Jinus E	Lyone		
	ADDRESS	Board of Cou Post Office Fernandina B	•		
ADDENDUM: In the event the Company (Good successfully receive the Nast time before the completion of shall pay in full the balance number of months remaining on DATED: 10-28-86	this agreement due prorated this agreemen	. gas bid at t, the county at \$37.75 tir	any y (Nass ą u)		

GAS INTE

GOOD HOUSEKEEPING GAS COMPANY OF FLORIDA & BRUNSWICK GAS FUEL CO. RODUÇES A BRAND NEW GAS HEATER SPECIAL ... A 5-YEAR BRUNSY COMMERCIAL WATER HEATER RENTAL PROGRAM

FOR AS LOW AS \$14.04* A MONTH.

BRUNSVILK



For businesses that depend on fast, dependable and affordable supplies of hot water:

Apartments
Diners
Motels
Hospitals
Schools
Spas
Inns

Health Clubs
Restaurants
Laundries
Clinics
Hotels
Lodges
Clubs

With this Special Offer your business will never have to worry about large fuel bills and large investments.

Check out these reasons to rent rather than purchase your next commercial gas water heater.

- 1. No Large Cash Outlay.
- 2. Five Year Rental With Warranty
- 3. Five Year Free Water Heater Repairs.
- 4. Free Delivery and Connection to Existing Gas Lines.
- 5. Ownership of Unit After Five Years.
- 6. Top quality A.O. SMITH Commercial Water Heater.

Discover the economy of LP-Gas. Rent a fine A.O. SMITH Commercial Gas Water Heater with no large down payment, no repair worries, no hot water supply concerns and plus own it in five years.

For more information see the yellow pages for the nearest GOOD HOUSEKEEPING GAS or BRUNSWICK GAS FUEL CO. offices, or return the enclosed postcard for more information.



BRUNSVICK

* Rental Price Subject to Heater Selected.

GOOD HOUSEKEEPING GAS COMPANY US 17 & A1A P.O. BOX 22 INVOICE NUMBER YULEE, FLORIDA 32097 PHONE 225-5146 STARTING TIME ENDING TIME TOTAL HOURS Oct_13 1986 LABOR 183.37 **PARTS** Plumbing contractor's fee for installation of water piping new water heater at Nassau Co. Jail UTILITY TAX **TOTAL** 183.37 THE ABOVE SERVICES HAVE BEEN COMPLETED AND THE APPLI-ANCE AND EQUIPMENT OPERATE TO MY SATISFACTION. SERVICE DATE Oct SERVICE BY Ben Suvdam CUSTOMER: X MANOMETER CHECK-MINUTES DETACH AND RETURN STUB WITH YOUR PAYMENT Board of County Commissioners of Nassau Co. FLorida Attention James Teston CK MO AMOUNT ENCLOSED \$ ___ THANK YOU WE APPRECIATE YOUR BUSINESS THIS IS YOUR INVOICE. PLEASE PAY PROMPTLY. INSTRUCTIONS:

FORM 20

BRUNSWICK GAS FUEL COMPANY, INC. 15637 #4 - Yulee 10/28/86 DISTRICT _ SALES ORDER Board of County Commissioners Res. Phone:___ Nassau County Jail Bus. Phone:____ P. O. Box 1010 Salesman:__ Fernandina Beach, Florida 32034 All Tanks, Regulators, Meters, Fittings and Related Materials on Loan Unless Otherwise Specified, Valued At__ 120 🔲 250 🔲 330 🗀 500 TANK SIZE: One Cyl. Two Cyl. 🔲 Above Grnd Buried 1000 🗆 Other (Specify) ___ Range Water Htr. Space Htr. Furnace Other (Specify) Gas Used For: Cl. Dryer Cyls. Gals. Gas Rate:_ Estimated Annual Consumption: **AMOUNT** QUANTITY **APPLIANCES AND SERVICES** A. O. Smith Water Heater BT 251-831 1 Serial Number AG83-02892-831 Contractors fee forinstallation 183.37 First three (3) months rental, Oct. - Nov. - Dec. 113.25 PRESSURE 2 MALION BTU REGULATOR Instructions: DATE PROMISED: Total____ State Tax_ Sub-Total__ Down Pymt._ Total___ Fin. Charge_ Grand Total . Financed Months Per Month Approved By Date Received MILEAGE SERVICEMAN SIGNATURE EQUIPMENT AND SERVICES SATISFICT PRILY RECEIVED Customer hereby assents to the above items and the terms on the reverse side hereof. Customer's Signature_ **CUSTOMER INVOICE**