

This Propane Supply Agreement and Equipment Lease ("Agreement") is between Amerigas Propane, L.P., d/b/a Amerigas, (hereinafter and in all documents ancillary hereto referred to as "the Company"), P.O. Box 965, Valley Forge, PA 19482 and

Nassau County Jail

("Customer")

**1. Equipment Fees and Charges.**

The Company agrees to install and to lease to Customer at Customer's delivery address of 76212 Nicholas Cutinha Dr., Yulee, Fl. 32097, the propane storage tank or cylinders and related equipment listed below, and Customer agrees to pay the Company, the fees, rates and charges required by this Agreement. The fees, rates and charges are not refundable, except as required by law. Customer shall be liable for all loss of and damage to the equipment while in Customer's possession, normal wear and tear excepted.

Description of Storage & Related Equipment	Annual Rental	Installation Charge	Annual Minimum
<u>3-1000 GWC AG tanks, loaned.</u>	<u>N/A</u>		<u>3,000 gals.</u>
<u>1-80 GPH Vaporizer, loaned.</u>	<u>N/A</u>		
<u>LP Rate .15 over Dinegy, Alma, Ga. terminal.</u>			

**EQUIPMENT AND CHARGES**

the sole negligence of the Company.

**12. Termination.**

Either party may terminate this Agreement at the expiration of the original term or any anniversary thereof by giving the other party thirty (30) days prior written notice. The Company may terminate this Agreement immediately and without prior notice or take such other action as may be permitted by law if Customer fails to satisfy any of the terms and conditions of this Agreement, including, without limitation, failure to purchase the annual minimum set forth above, failure to pay any amount when due or tampering with or removing any leased equipment. Customer agrees to pay a restocking charge if it is necessary for the Company to pump propane out of the tank at the termination of this Agreement. If the Customer breaches this Agreement, the Company may recover from the Customer the sum of \$ 5 as liquidated damages. Such amount is agreed upon by the Customer and the Company as the damages that the Company will sustain from Customer's breach, it being impractical and extremely difficult to fix actual damages at this time. The foregoing shall be in addition to all other remedies that Company shall have either at law or in equity.

**13. Excused Performance.**

The Company shall not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation acts of God, fire, storms, floods, wars, hostilities, compliance with laws or regulations, the Company's inability to obtain propane from its customary suppliers, pipeline disruptions, lack of or inadequate transportation facilities, or other causes beyond the Company's reasonable control. Under any of these circumstances, the Company may in its sole discretion allocate propane and equipment among its customers.

**14. Restoration of Property.**

The Company is not responsible for furnishing fill, resurfacing or restoring Customer's premises to its previous condition when propane is delivered or any equipment is installed, serviced or removed by the Company.

**15. Assignability.**

Customer cannot assign this Agreement without the prior written consent of the Company. The Company may assign this Agreement without notice to or consent of Customer. The Company may also collateralize this Agreement without notice to or consent of the Customer.

**16. Attorney's Fees.**

If the Company files suit against Customer to enforce any of the terms and conditions of this Agreement or to recover possession of any of its equipment, Customer shall pay the Company's reasonable costs, including attorneys' fees, to the maximum extent permitted by law.

**17. Training.**

Customer will train each of its employees or any individual who handles propane or uses the equipment in the safe filling procedures outlined in How to Safely Fill A LP-Gas Container. Customer will not allow anyone to handle propane or use the equipment unless and until that individual has been properly trained to do so. Customer hereby acknowledges receipt of How to Safely Fill A LP-Gas Container, a copy of which is attached hereto and incorporated herein by reference.

**18. General Provisions.**

This Agreement is the final understanding between the Company and the Customer and there are no prior representations or warranties. This Agreement may not be modified orally but may be modified only in writing.

Customer hereby agrees that any dispute arising from or related to this Agreement shall be submitted to binding arbitration.

The Company reserves the right to change the applicable terms and conditions (other than fees, rates and charges which may be changed without prior notice) at any time upon 30 days' prior written notice (which may be in the form of a bill insert or other written notification). By accepting delivery of propane or by paying any fees, rates and charges after prior notice has been given as provided above, Customer will be deemed to have agreed to the changes.

If any part of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be valid and enforceable.

Any notice under this Agreement shall be sent by first class mail, postage prepaid, to the Company at the address of the Company district office shown on delivery tickets or invoices received by Customer, and to Customer at the address stated above. Notice is effective upon mailing.

If the Company delays in exercising any of its rights under this Agreement, the Company will not be prevented from exercising its rights at a later date. The Company's waiver of any breach of this Agreement at any time shall not excuse future breaches by Customer.

To the extent permitted by applicable law, Customer hereby waives any and all rights and remedies conferred upon Customer by the UCC or other applicable law.

The undersigned individuals warrant that each is a representative of his or her respective party and has been duly authorized and empowered to execute this Agreement on behalf of the party they represent.

**19. Survival.**

All covenants, conditions and indemnifications contained in this Agreement which may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, shall survive.

**20. Warnings.**

CUSTOMER HEREBY ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE SAFETY WARNINGS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT. Customer shall distribute a copy of the safety warnings contained on the reverse side of this Agreement to anyone who will be handling the propane or equipment.

**2. Propane Supply.**

Customer will purchase from the Company all of the propane that Customer requires for use at Customer's premises or the delivery address listed above during the term of this Agreement. If Customer fails to purchase from the Company the annual minimum gallons set forth above, Customer will be billed at the price in effect on the date of invoice for the difference between the annual minimum gallons and the number of gallons purchased during the preceding twelve (12) months. CUSTOMER AGREES THAT ONLY PROPANE SOLD BY THE COMPANY SHALL BE USED WITH THE ABOVE EQUIPMENT.

**3. Term.**

The term of this Agreement shall be one (1) year(s), commencing on the date signed by Customer and shall continue year to year thereafter or until terminated in accordance with paragraph 12 of this Agreement.

**4. Fees, Rates and Charges.**

Customer agrees to pay the Company's fees, rates and charges in effect on the date that propane or equipment is delivered or services are rendered. The Company reserves the right to change its fees, rates and charges from time to time without prior notice to Customer. The Company's rates for propane may vary depending upon the volume purchased, customer classification, ownership of equipment and competitive conditions. The Company will furnish Customer with Customer's current fees, rates and charges upon request.

**5. Payment Terms.**

Customer agrees to pay all fees, rates and charges by the fifteenth (15th) day of the month following the delivery date at the office designated by the Company. Where permitted by state law, Customer may at Company's discretion receive a Company invoice instead of a delivery ticket. If Customer fails to pay any fees, rates and charges when due, Company may add a late charge of 1.5 % to all past due balances. The Company reserves the right to require payment in advance and to require Customer to post a cash deposit, which may be applied by the Company at any time in whole or in part to any outstanding balance.

**6. Licenses, Permits and Taxes.**

Customer agrees to pay any taxes and licenses, permit or inspection fees associated with the sale or use of the propane and equipment covered by this Agreement.

**7. Title to Equipment.**

All equipment leased by the Company to Customer will remain the property of the Company and shall not become a fixture or a part of the Customer's real property. The Customer and Company agree that a copy of this Agreement may be filed as a financing statement evidencing Company's ownership of the equipment and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Upon request of the Company, the Customer shall execute, obtain and/or deliver to the Company such instruments, financing statements or other documentation that the Company deems necessary for the protection or perfection of this Agreement and the Company's rights hereunder. CUSTOMER WILL NOT MAKE ANY ADJUSTMENTS, CONNECTIONS OR DISCONNECTIONS TO THE EQUIPMENT OR REMOVE THE EQUIPMENT WITHOUT WRITTEN PERMISSION FROM THE COMPANY. CUSTOMER SHALL NOTIFY THE COMPANY IMMEDIATELY IF THE EQUIPMENT IS DAMAGED, APPEARS DEFECTIVE, MALFUNCTIONS OR IF CUSTOMER EXPERIENCES ANY PROBLEMS WITH THE EQUIPMENT.

**8. Access to Equipment.**

Customer grants the Company the right to enter Customer's premises at any time to deliver propane or to install, repair, service or remove any or all of the equipment or to perform any other services that the Company deems necessary under this Agreement without prior notice, judgment or other process of law. Customer will use all reasonable means to guarantee access to the premises where the equipment is located and to locate the equipment. Customer will promptly surrender to the Company all of its equipment when this Agreement is terminated for any reason. The Company reserves the right to substitute equipment of different capacity for the equipment described above if Customer's propane usage changes and to remove its equipment during periods of nonusage.

Customer authorizes the Company to replace its equipment at any time with no changes in the obligations of this Agreement. If the Company replaces the equipment with equipment of different capacity, the annual rental charges, if any, shall be adjusted to those that are currently being charged for the equipment which is substituted.

**9. Disclaimer of Warranties.**

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, EQUIPMENT OR SERVICE NOW OR HEREAFTER SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10. Limitation of Liability.**

UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND BUSINESS INTERRUPTION DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY CUSTOMER AS A RESULT OF THE TEMPORARY EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE.

**11. Indemnification.**

Customer shall indemnify, defend and hold the Company harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injury, including death, and property damage arising out of or related to the sale or use of any propane or equipment hereunder, in any way connected with Customer's use of the propane or equipment or caused by any act or omission on the part of Customer or by Customer's breach of this Agreement, except only where such personal injury or property damage is caused by

The following attachments are part of this Agreement:  Attachment A  Attachment B  Attachment C  Attachment D  Attachment E

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2002

CUSTOMER  
BY: [Signature] DATE 7/10/02  
BILLING ADDRESS X

COMPANY  
BY: [Signature] DATE 6/15/02  
DISTRICT ADDRESS 1303 E. SR 200  
Yulee, Fl. 32097

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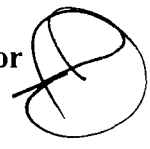


**Nassau County Public Works**  
213 Nassau Place  
Yulee, FL 32097

Jack D'Amato, Jr., PE  
Director of Public Works

**MEMORANDUM**

**TO :** Nick Deonas, Chairman  
**FROM :** Jack J. D'Amato, P.E., Public Works Director  
**DATE :** July 8, 2002  
**SUBJECT :** New Jail Facility  
AmeriGas Propane Supply Agreement & Equipment Lease



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Staff has received a Propane Supply Agreement & Equipment Lease from AmeriGas for the New Jail Facility. AmeriGas is the propane vendor currently utilized by the Sheriff's Office. Staff respectfully requests that the Board of County Commissioners approve said Supply Agreement & Equipment Lease and authorize the Chairman to execute same.

*Approved  
for signature*

*7/10/02  
Approved by  
Original Mailed to DS 7/8/02 & she  
will provide for signatures*

**FERNANDINA**  
(904) 491-3606  
FAX (904) 491-3611

**TOLL FREE**  
1-800-264-2065 1-800-948-3364

**ROAD & BRIDGE**  
(904) 491-3626 or (904) 845-3610  
FAX (904) 845-1230