



DISPENSER RENTAL AND WATER/COFFEE SERVICE AGREEMENT

1-800-444-PURE
DS Waters of America, Inc.
Customer Contact Center
4170 Tanners Creek Dr., Flowery Branch, GA 30542



Contract No: CN08-38
Bill No: N/A

102616



1026160

Authorized Company Signature _____ Date _____ Oracle No. _____

Account # _____

Bill to # _____

3. Initial Term of Agreement

(Check all that apply)

- 4 Years 3 Years 2 Years 1 Year Other _____
- Dispenser Rental & Water Service *Howev price*
- Water Service Coffee Service *for 3yrs. (C)*

4. Water Service/Products: Size, Type & Price

(Product varies by brand)

- 1/2-Liter _____ (type) at \$ _____ /case
- 5-Gal. *Spring* _____ (type) at \$ *2.99* /bottle
- 3-Gal. _____ (type) at \$ _____ /bottle
- 1/2-Gal. Ret. _____ (type) at \$ _____ /case
- Pkgd Wtr _____ (sz) _____ (type) at \$ _____ /case
- Cups *9oz 1 9oz Flat cup* at \$ *2.99 / 1.50*

(Minimum purchase of one 3-gallon or 5-gallon bottle, or one case of 1/2-gallon returnable bottles, or one case of 5-liter bottles (24/case) required per billing period.)

5. Dispenser: Quantity & Dispenser No.

(Dispenser selection varies by market)

- Room Temp/Cold (Flr.), _____ \$ *2.00* /invoice
(quantity)
- Room Temp/Cold (Ctr.), _____ \$ _____ /invoice
(quantity)
- Hot/Cold (Flr.), _____ \$ *3.00* /invoice
(quantity)
- Hot/Cold (Ctr.), _____ \$ _____ /invoice
(quantity)
- Crock, _____ \$ _____ /invoice
(quantity)
- Other _____

Dispenser Serial No(s): _____

6. Coffee Service and Equipment

- Coffee _____ \$ _____ /invoice
(quantity) (size) (type) (price)
- Equipment _____ \$ _____ /invoice
(quantity) (type)
- Equipment _____ \$ _____ /invoice
(quantity) (type)

Equip. Serial No(s): _____

The prices set forth in Sections 4, 5 and 6 above exclude applicable tax.

Bottle Deposits: A \$ *6.00* deposit will be charged on each returnable bottle delivered. All bottle deposits are refunded upon return of the empty bottles in good condition.

Energy Surcharge: A variable Energy Surcharge may be applied per billing period during the term of this Agreement.

Cancellation Fee: \$100.00 (See Section 7 on reverse side.)

Late Fee: See Section 5 on reverse side.

Returned Check/Debit Card Fee: \$25.00 per returned check/debit card.

See reverse for additional information on deposits and fees.

Sales Consultant _____ Rte. # _____

(Include ID #)

(The following sections are to be completed by Sales Consultant)

1. Customer Information

- Residential Commercial

Name *NASSAU City BOARD OF County Commissioners*

Service Address *76347 VETERANS WAY*

STE 4000

Apt./Ste. _____

City *Yulee* State *FL* Zip Code *32097*

Previous Address _____ Apt./Ste. _____
(If less than one year)

City _____ State _____ Zip Code _____

Home Phone (____) _____ Work Phone *(904) 548-4800*

FINANCE DEPT

E-mail address _____

SS# _____ DOB *1 / 1*

(for residential customers)

Tax ID # *85-012559204C-5* Photo ID Verif. Type _____

(for commercial customers)

2. Payment Information

Payment Method: Check Cash Credit Card Debit Card

Type of Credit/Debit Card: MC Visa Am. Ex. Discover

Credit/Debit Card # _____ - _____ - _____ - _____

Expiration Date *1 /*

Recurring Credit/Debit Card Payment

One-Time Credit/Debit Card Payment

Credit/Debit Card Authorization #: _____

Name _____

(As it appears on credit/debit card)

Billing Address _____

Apt./Ste. _____

City _____ State _____ Zip Code _____

Important Terms and Conditions. Read Before Signing.

SEE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE.

You acknowledge that you are the Customer or person authorized by the Customer to accept the terms and conditions of this Agreement. You authorize DS Waters of America, Inc. ("DSW") to obtain your consumer credit report to determine your credit worthiness, and you understand and acknowledge DSW may report information about your DSW account to credit bureaus and similar institutions. You may cancel this Agreement at any time prior to midnight of the third business day from the date of your first delivery and set-up without a fee. See the attached DSW Notice of Cancellation form for an explanation of this right.

You acknowledge that you received a copy of this Agreement, and you agree to the terms and conditions above and on the reverse side.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Print Customer or Customer Representative's Name *JIM B. HEGGENBOTHAM, CHAIRMAN* Title _____
MICHAEL H. BOYLE, VICE CHAIRMAN (for commercial customers)

Customer or Customer Representative's Signature *Michael H. Boyle* Date *11-28-07*

1. Scope. This Dispenser Rental and Water/Coffee Service Agreement (this "Agreement") is entered into between you and DS Waters of America, Inc. ("DSW") for the purchase and delivery of bottled water and/or coffee and/or rental of a dispenser and related services and equipment. In this Agreement, the words, "Customer", "you", and "your" mean the person who signed this contract as the Customer. Bottled water and/or coffee will be delivered on a regular, scheduled, replenishment basis.

2. Term. This Agreement begins on the date of your first delivery and set-up and continues for the term indicated in Section 3 on the front of this Agreement (the "Initial Term"). If no Initial Term is shown in item 3, then the Initial Term of this Agreement shall be one (1) year consisting of 13 billing periods. Upon expiration of the Initial Term, this Agreement shall automatically renew on a year-to-year basis consisting of 13 billing periods per year (the "Renewal Term"), until cancelled in accordance with this Agreement.

3. Payments. You agree to pay DSW: (i) for all bottled water and/or coffee, and other products, services and equipment delivered, as specified in this Agreement, plus applicable tax, and (ii) the dispenser rental fee, plus applicable tax, and (iii) all other fees and charges as provided in this Agreement. These amounts are due by the payment due date specified on each invoice. Customer will be invoiced approximately every 28 days. If you have elected to make payments by credit or debit card, you authorize DSW to make a recurring charge for each transaction against your credit or debit card account. DSW may place a \$50.00 refundable hold charge against your credit or debit card account to verify funds availability. DSW shall not be liable for any fees or penalties imposed by your financial institution, including fees for insufficient funds or over-limit charges, in connection with such payments. You may change the method of payment upon written notice to DSW as per Section 11 below or by calling DSW Customer Service.

4. Title. Returnable water bottles, dispensers, coffee equipment, and related equipment shall remain the exclusive property of DSW. Dispenser and coffee equipment rental payments do not apply toward the purchase of the dispenser or coffee equipment.

5. Fees. In addition to the payments in Section 3 above, you agree to pay the following fees in connection with this Agreement. A late fee in an amount up to the maximum allowable by law will be charged for any payment which is past the payment due date (Maryland customers will be charged a late fee of 1.5% of the amount in default). You agree to pay a returned check/debit card fee of \$25.00 for any check or debit card that is returned unpaid. DSW reserves the right to charge, in its sole discretion, a variable Energy Surcharge per billing period. The Energy Surcharge is based on the Monthly U.S. Average On-Road Diesel Price as published by the U.S. Department of Energy, Energy Information Administration. You agree to pay a bottle deposit (where applicable) in the amount set forth on the front of this Agreement. Bottle deposits are refundable, subject to the return of the empty returnable bottles in good condition, normal wear and tear excepted. Charges and credits for bottles will appear on each invoice. You agree to pay DSW a replacement fee for any dispenser, coffee equipment, or related equipment that is lost or damaged while in your possession, normal wear and tear excepted.

6. Change in Terms. DSW may change the terms of this Agreement, including pricing, fees and charges, at any time, upon prior written notice to you. If you do not consent to the change, you agree to notify DSW to cancel your service.

7. Cancellation. You may cancel this Agreement at any time, for any reason, by doing the following (as applicable): (i) providing written notice to DSW at least twenty-eight (28) days prior to the desired cancellation date, and (ii) if such cancellation date is not within the 28-day period prior to the end of the Initial Term, DSW may charge you an administrative cancellation fee of \$100.00 (or \$35.00 if the Term of this Agreement is period-to-period) for processing the account cancellation, retrieving the dispenser and/or other equipment (if applicable), and related expenses. Within fourteen (14) days following any cancellation of this Agreement, you agree to return all water bottles, dispensers, coffee equipment, and related equipment in good condition, normal wear and tear excepted, to your Route Sales Representative.

8. Default. You will be in default of this Agreement if you fail to make a payment when due or fail to comply with any other term of this Agreement. If you are in default, and do not cure the default within the time period provided in our notice, DSW may cancel this Agreement and demand immediate payment of the entire unpaid balance due, together with an administrative cancellation fee of \$100.00 (or \$35.00 if the Term of this Agreement is period-to-period). In the event of an uncured default, DSW also reserves the right to cease delivery of bottled water and/or coffee and you agree to immediately return to the Route Sales Representative the dispenser, coffee equipment, previously delivered returnable water bottles, and related equipment. You agree to pay all legal fees and collection costs incurred by DSW, its agents or assigns in connection with collecting amounts you owe under this Agreement and the recovery of any water bottles, coffee equipment and dispensers in your possession, to the maximum extent permitted by law.

9. Liability. DSW DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES UNDER THIS AGREEMENT, INCLUDING, WITHOUT

LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CLEAR TITLE, OR NON-INFRINGEMENT. The total liability of DSW under this Agreement shall be limited to repairing or replacing defective water bottles, dispensers, coffee equipment and related equipment delivered by DSW to you. Under no circumstances shall DSW be liable to you or any other party for any monetary damages whatsoever in connection with this Agreement or the products or services provided by DSW. Without limiting the preceding sentence, DSW specifically disclaims any responsibility or liability for any consequential, incidental, special, exemplary, punitive, or other similar damages, however denominated. If, despite the limitations contained in this Section 9, monetary liability is imposed upon DSW, you agree that under no circumstances shall any liability exceed the lesser of actual damages or an amount equal to the total payments made by you to DSW pursuant to this Agreement during the three (3) billing periods preceding such assessment of liability. You agree to waive and hold DSW and its directors, officers, agents and employees harmless against any claims, damage, injury, or liability suffered or incurred by you or your agents, guests or family members arising from your or your agent's, guest's and family member's negligence or misconduct or operation or use of water bottles, products, dispensers, coffee equipment or related equipment provided to you under this Agreement. You further agree to indemnify, defend and hold harmless DSW and its directors, officers, agents and employees from and against any claims, damage, injury, cost, liability, expense (including reasonable attorneys' fees) or other loss threatened, suffered, or incurred by DSW as a result of your negligence or misconduct or operation or use of water bottles, products, dispensers, coffee equipment or related equipment provided to you under this Agreement. You waive all rights to bring any claim against DSW as a class member or class representative, notwithstanding applicable law. You acknowledge that water or coffee can damage surfaces with which they come into contact and that leaks may occur from water bottles, dispensers or coffee equipment. You are responsible for selecting the location for placement of water bottles, dispensers or coffee equipment in your home or office and have full responsibility for any damage or loss that occurs. You acknowledge that installation, use or removal of water bottles, dispensers or coffee equipment is your responsibility and may change your personal property, home or office. DSW is not responsible or liable for any costs, expenses, claims or other liability related to any damage, loss or change to your personal property, home or office resulting from the installation, use or removal of water bottles, dispensers or coffee equipment.

10. Dispute Resolution. DSW and you will first attempt to resolve any dispute, controversy, claim or other issue ("Dispute") which arises out of or relates to this Agreement and/or the services provided to you by DSW using good faith efforts to negotiate a resolution of the matter. You agree that if the Dispute remains unresolved for forty-five (45) days after notification by either party to the other that a Dispute exists, both parties will enter into final binding arbitration in accordance with the rules of the American Arbitration Association to be held in Atlanta, Georgia with no right of appeal. If you file any claims, administrative or legal actions involving a Dispute to which this section applies without first having attempted to resolve the Dispute using good faith negotiations, you will not be entitled to recover attorney's fees, even if you would otherwise be entitled to them. If a controversy exists relating to amounts owed by you under this Agreement, DSW reserves the right to pursue collection through court proceedings in lieu of arbitration.

11. Notices. All notices must be in writing and delivered by U.S. mail, certified mail or personal delivery or facsimile with written confirmation of receipt to the Customer address and to DSW at the address shown on the front of this Agreement. You agree to notify DSW promptly of a change in your address.

12. Force Majeure. DSW shall not be liable to you for any damage, loss or nonperformance caused by government action, war, fire, explosion, flood, strike, lockout, embargo, act of God, or any similar cause beyond the control of DSW, and in no event does this Agreement require DSW to settle or resolve any labor dispute or disturbance.

13. General. This Agreement is the entire agreement between you and DSW relating to the subject matter hereof and supersedes all other oral or written statements made by either you or DSW. No written modification or change to this Agreement shall be binding unless expressly approved in writing by DSW. DSW may accept late payments, partial payments, or checks and money orders marked "payment in full," without compromising any of its rights under this Agreement. DSW may choose not to exercise or to delay enforcement of any rights under this Agreement without compromising those rights. DSW may assign this Agreement and any of its rights under it to a third party without notice. You may not assign this Agreement and any such assignment will be null and void. If any provision of this Agreement is held invalid or unenforceable, all other provisions will remain in full force and effect. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF

FLORIDA

CUSTOMER ACKNOWLEDGEMENT: _____



DISPENSER RENTAL AND WATER/COFFEE SERVICE AGREEMENT

NOTICE OF CANCELLATION

1-800-444-PURE

DS Waters of America, Inc.
Customer Contact Center
4170 Tanners Creek Dr., Flowery Branch, GA 30542

1026160

CN08-38

N/A

Authorized Company Signature _____ Date _____ Oracle No. _____

Account # _____ - _____ - _____

Bill to # _____

Sales Consultant _____ Rte. # _____

(Include ID #)

(The following sections are to be completed by Sales Consultant)

1. Customer Information

Residential Commercial

Name NASSAU CITY BOARD OF COUNTY COMMISSIONERS

Service Address 76347 VETERANS WAY

STE 4000 Apt./Ste. _____

City JULIE State FL Zip Code 32097

Previous Address _____ Apt./Ste. _____
(If less than one year)

City _____ State _____ Zip Code _____

Home Phone () _____ Work Phone (904) 548-4800

E-mail address _____ FINANCE DEPT

You may cancel this Agreement, without any penalty or fee, prior to midnight of the third business day from the date of your first delivery and set-up. If you cancel, any payments made by you under this Agreement (less any amounts for water opened, used or consumed) will be returned to you within ten (10) business days following receipt by DS Waters of America, Inc. (DSW) of your Notice of Cancellation.

If you cancel, you must make available to DSW at your service address, in the same condition as when received, any goods delivered to you under this Agreement (less water opened, used or consumed), or you may comply with the instructions of DSW regarding the return shipment of the goods at the risk and expense of DSW.

If DSW does not pick up the goods within twenty (20) days of receiving your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to DSW you will remain liable for performance of all obligations under this Agreement.

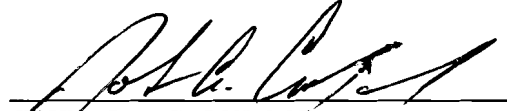
To cancel this Agreement, mail or deliver a signed and dated copy of this Notice of Cancellation to DSW at the address shown at the top of this Agreement, not later than midnight on the third business day after the date of your first delivery and set-up.

PLEASE RETAIN A COPY OF THIS NOTICE OF CANCELLATION FOR YOUR RECORDS.

I HEREBY CANCEL THIS AGREEMENT.

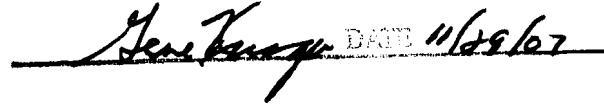
Customer Signature _____ Date _____

VICE CHAIRMAN'S
ATTEST AS TO CHAIRMAN'S SIGNATURE:



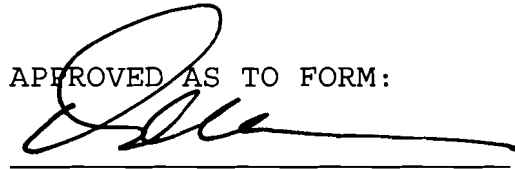
JOHN A. CRAWFORD
EX-OFFICIO CLERK

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE/ACCOUNTABILITY



DATE 11/29/07

APPROVED AS TO FORM:



DAVID A. HALLMAN
COUNTY ATTORNEY



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Michael H. Boyle
Tom Branan
Barry Holloway
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville
Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

EDWARD L. SEALOVER
County Coordinator

December 4, 2007

Mr. Bob Spera
Crystal Springs Water
8774 4th Avenue
Jacksonville, Florida 32208

RE: Three Year Service Agreement for Bottle Water
And Cooler Rental

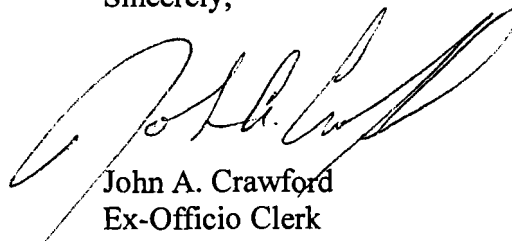
Dear Mr. Spera:

During a regular session of the Nassau County Board of County Commissioners held November 28, 2007, the Board approved and authorized the Vice Chairman to sign the referenced agreement. I have enclosed one fully executed document for records.

Thank you for your assistance in this matter.

If I can be of any service to you, please do not hesitate to let me know.

Sincerely,



John A. Crawford
Ex-Officio Clerk

Enclosure

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer