

Perry Brothers Aviation Fuels, LLC

Refueler Lease Agreement

This Refueler Lease Agreement (“Agreement”) outlines the terms and conditions under which Perry Brothers Aviation Fuel, LLC (“Lessor”) agrees to lease Refueler to City of Marianna (“Lessee”).

Lessor:	Perry Brothers Aviation Fuel, LLC 125 Hwy 280 West Americus, Georgia 31719	Lessee:	City of Marianna 3389 Industrial Park Drive Marianna, FL 32446
Refueler:	2002International; 5000 GallonJet	VIN #:	1HTWCAARX2J046424
Value:	\$130,000	Unit #:	J50213P

Term – This Agreement and all obligations herein shall begin on 02/01/2022 and shall continue for a period of 3 year(s) (“Term”) or until terminated as provided herein. After the initial Term has expired, this Agreement will renew automatically on a month-to-month basis until terminated by either party giving 90 days prior written notice to the other party.

Payments – Lessor agrees to pay Lessor \$1,900 per month (“Lease Payment”) for the Term of the Agreement. Lessor will deliver Refueler to Lessee’s facility for a delivery fee of \$800 (“Delivery Fee”). At the conclusion of the lease, Lessor will pick up the Refueler for a return fee of \$800 (“Return Fee”). The Delivery Fee and Return Fee are subject Liquidated Damages in the event of default by the Lessee. Payment terms shall be, net due 30 days. If the Buyer becomes in default of the terms of this agreement, Lessee agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees incurred in the collection of any delinquent balance or the enforcement of this agreement.

Return – Refueler shall be in the same good order and condition in which it was received by Lessee; reasonable wear and tear accepted. Upon non-compliance of Agreement by Lessee, Lessor shall have the right to take possession of Refueler at any time.

Condition, Operation & Maintenance – It is understood and agreed that the Refueler provided hereunder will be operable when delivered. Lessee shall be responsible for any loss or damage during the Term of this Agreement. Lessor does not provide any warranty other than that provided by the specific component or equipment manufacturer. Lessee agrees that the Refueler shall be used only for dispensing aviation fuels purchased from Lessee unless otherwise agreed to in writing. Lessee is an independent business operation and shall exercise direct control over all persons who operate the Refueler and shall ensure that such persons operate the Refueler safely and in accordance with all applicable laws, ordinances, rules, regulations, and industry standards. Lessee agrees to use the Refueler only for the purpose for which it is intended. This Refueler may not be driven on public streets and/or highways, nor used by a third party without the prior written consent of the Lessor.

Lessee Obligations:

Chassis

- Furnish all fuel.
- Check and maintain proper oil level in engine crank case.
- Check and maintain proper transmission fluid level in transmission and gear lubricant level in rear differential.
- Check and maintain proper water level in battery and ensure battery remains properly charged. Replace as necessary.
- Maintain proper air pressure in tires. Replace as necessary.
- Check and maintain proper level of all-season antifreeze in radiator.
- Ensure all fire extinguishers are fully charged, certified and in good working order. Replace as necessary.
- Annual preventative maintenance on chassis.

Fueling System

- Check nozzle screens, and filtration equipment daily and clean, as necessary.
- Calibrate refueling system meters as necessary.
- Furnish any ladders.
- Reimburse Lessor for replacement of parts or equipment lost from Refueler, and for all expenses incurred for repairs to, and/or replacement of parts of the Refueler caused by, but not limited to, the carelessness, abuse, or neglect of Lessee.
- Wash and clean Refueler as necessary to maintain good appearance.
- Advise Lessor at once if operation of truck or refueling system indicates need for repairs. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.
- Perform all industry standard recommended and regulatory required daily, weekly, monthly, quarterly, and semi-annual inspections.
- Annual quality assurance inspection.
- Annual filter replacement on fueling system.

Lessor Obligations (except as provided under Lessee obligations):

– Major repairs on engine, drivetrain and transmission.

Title to Refueler – Title to the Refueler remains with Lessor throughout the Term of the Agreement. Lessee shall not encumber the Refueler in any way. Lessee does not have any ownership interest in the Refueler and may not assign the Refueler or this Agreement to anyone without the prior written consent of Lessor.

Indemnity & Insurance - Lessee shall protect and indemnify Lessor from any incidents, accidents, or causes of actions arising from Lessee’s use of the Refueler. Lessee shall obtain and maintain worker’s compensation insurance as required in Lessee’s state, and insurance on the Refueler as follows: (a) physical damage in the amount of no less than \$130,000, listing Lessor as (b) third party liability, including environmental risk coverage, in the amount of at least \$1,000,000 combined, single limit for personal injury, death and property damage, per occurrence, and shall name Lessor as additional insured. Such insurance shall be in place as of the date of delivery of the Refueler and shall remain in effect for the Term of the Lease. Upon request of Lessor, Lessee shall furnish to Lessor certificates of insurance demonstrating that Lessee has obtained the insurance coverages set out above.

Protection of Refueler – If Lessee fails in any of its obligations to maintain the Refueler and preserve Lessor’s position in the Refueler, Lessor may perform any act Lessor deems necessary to maintain the Refueler and preserve Lessor’s position in the Refueler. Any expense incurred by Lessor by such action shall be deemed additional lease payments under this Agreement and payable on demand to Lessor. The performance of any such act shall not constitute a release of obligation or waiver of any default on the part of the Lessee of any part of this Agreement.

Liquidated Damages – If this Agreement is terminated for any reason, except for breach by Lessor and Lessor’s failure to cure such breach, prior to the expiration of the initial lease Term, Lessor may claim liquidated damages of 100% of Delivery Fee, Return Fee, remaining Lease Payments due under the Term of this Agreement and any damage to and/or loss of the Refueler or any part(s) of the Refueler, during the Term of this Agreement.

Default – If Lessee defaults in any of its obligations of this Agreement, Lessor shall give written notice to Lessee concerning the nature of the default. If such default is not corrected within 10 days of such notice, Lessor shall have the right to terminate the Agreement and collect Liquidated Damages. Should this Agreement be terminated for this or for any other reason whatsoever, Lessor shall have the right to take immediate possession of the Refueler without demand or legal process and free of all rights of Lessee. Lessee specifically waives any right of action it might otherwise have arising out of such entry and repossession, whereupon all rights of Lessee in the Refueler or its contents shall terminate immediately. In the event of any action, legal or equitable, by either party to enforce this Agreement or any of its provisions, the prevailing party shall be allowed a reasonable attorney’s fee to be set by the court and taxed as costs in the action.

Notices – All notices between Lessor and Lessee shall be in writing to addresses listed at the top, through certified U.S. mail.

Governing Law & Venue – This Agreement, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the State of Georgia, notwithstanding the place where the Refueler may be used or the place to where it is delivered. In the event of legal action between the parties, the venue of said action shall be Sumter County, Ga. The parties hereto expressly, voluntarily, and intentionally waive any right to trial by jury.

Entire Agreement – The terms and conditions of this Agreement constitute the entire agreement among the parties with respect to the Refueler and supersede all previous negotiations, representations, or agreements between the parties, whether written or oral. If any part of this Agreement is deemed to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Only a written instrument executed by Lessor and Lessee may amend this Agreement.

Other

– Lessee agrees to allow Lessor to use the refueler for one week in November.

In Witness Whereof, the parties have hereby agreed to all the above terms and conditions.

Lessor: Perry Brothers Aviation Fuel, LLC

Lessee: City of Marianna

Signature: _____

Signature: _____

Print: Dave Perry

Print: _____

Title: Managing Member

Title: _____

Date: _____

Date: _____