





## EQUIPMENT RENTAL LICENSE AGREEMENT

### 2701 E Louisiana Ave, Tampa, FL 33610

This Agreement is made between Palmdale Oil Company, Inc. ("Palmdale") and City of Ocala ("Customer") this 27<sup>th</sup> day of April 2023.

Palmdale hereby grants a license to Customer, and Customer hereby accepts such license for the equipment listed below to be used for storing, handling, and dispensing of petroleum products supplied exclusively by Palmdale during the time (the "Term") that the equipment is so used or until this Agreement is otherwise terminated as provided herein, upon the terms and conditions set forth herein.

The equipment shall be located at: 2100 N.E. 30<sup>th</sup> Ocala, FL 34470 and shall always remain at this address during the Term, except when in transit between the Customer's address and the premises of Palmdale at the beginning or end of the Term.

~~Customer agrees to purchase fuel / lube products from Palmdale Oil and no other supplier.~~

| <u>Qty.</u> | <u>Equipment Description</u> | <u>Value</u> | <u>Ser.#/ID</u> |
|-------------|------------------------------|--------------|-----------------|
| 1           | 330 gallon DEF Tote          | \$500.00     | TBD             |
| 1           | DEF PUMP                     | \$1450.00    | TBD             |

POC: Greg Cribb (352) 425-4225

Account # 12322701

By signing this agreement, Customer acknowledges having inspected this equipment and finding it in satisfactory condition. Upon demand by either party, the equipment shall be returned to Palmdale in a condition equal to its condition at the time it was delivered to Customer, except for what is generally accepted as normal depreciation. All necessary repairs, licenses, permits, insurance, etc. are the responsibility of the person in possession of the equipment including registration with Department of Environmental Protection, if required by Florida Statute.

Customer agrees to indemnify and hold Palmdale harmless from and against any and all loss, liability, cost, claim, damage, expense or demand, including without limitation attorneys' fees at all levels (hereinafter, "Claims") arising from the equipment or use of the equipment during the term of this Agreement or while the equipment is in the Customer's possession, custody or control,\* except to the extent that the Claim is the direct result of negligence by Palmdale or one of its employees in the performance of their duties.

Customer also agrees to pay a delivery & pick-up fee of \$00.00 p/tank each way, when delivered by Palmdale Oil, if a third-party towing company or forklift service is needed it is the customer responsibility to pay for the invoice. The Customer agrees to pay in full the regular retail price of the tank if the tank is destroyed while in the possession of the Customer.

Customer agrees to all the terms and conditions of this Agreement by signing below.

~~DocuSigned by:~~

James P. Hilty, Sr.  
(Customer Signature)

James P. Hilty, Sr.  
(Customer Printed Name)

City Council President  
(Title)

5/5/2023  
(Date)

Approved as to form and legality:

William E. Sexton  
William E. Sexton, Esq.  
City Attorney

Richard Godley  
(Palmdale Salesperson)

Richard Godley  
(Person Accepting on Day of Delivery)

(Person Accepting Printed Name)

(Date)

\*The Customer's liability is limited to the limits set forth in Florida Statute §768.28 in force at the time this agreement was entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to the Customer pursuant to Florida law.



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The equipment shall be located at: 5220 S.W. 50<sup>th</sup> Court Ocala, FL 34474 and shall always remain at this address during the Term, except when in transit between the Customer's address and the premises of Palmdale at the beginning or end of the Term.

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**POC: Greg Cribb (352) 425-4225**

**Account # 12322703**

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**Certificate Of Completion**

|  |                             |
|--|-----------------------------|
| Envelope Id: F21D3B0DB7EA40ABA73AF5D758138E52                            | Status: Completed           |
| Subject: For Signature: Equipment Rental License Agreements (FLT/230029) |                             |
| Source Envelope: A7EB76E6097F4FA79F7B1C6A71CAB7E7                        |                             |
| Document Pages: 3  | Signatures: 3               |
| Certificate Pages: 4   | Initials: 0                 |
| AutoNav: Enabled   | Envelope Originator:        |
| Envelope Stamping: Enabled   | Patricia Lewis              |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)                        | 110 SE Watula Avenue        |
|  | City Hall, Third Floor      |
|  | Ocala, FL 34471             |
|  | plewis@ocalafl.org          |
|  | IP Address: 216.255.240.104 |


**Record Tracking**

|                                      |   |                    |
|--------------------------------------|---|--------------------|
| Status: Original                     | Holder: Patricia Lewis                          | Location: DocuSign |
| 5/8/2023 1:37:29 PM                  | plewis@ocalafl.org                              |                    |
| Security Appliance Status: Connected | Pool: StateLocal                                |                    |
| Storage Appliance Status: Connected  | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

**Signer Events**

Richard Godley  
rgodley@palmdaleoil.com  
Vp lubes and chemicals  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
E47F8657C3314C8...

Signature Adoption: Pre-selected Style  
Using IP Address: 24.227.87.118

**Timestamp**

Sent: 5/8/2023 1:41:43 PM  
Viewed: 5/8/2023 1:45:40 PM  
Signed: 5/8/2023 1:48:01 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 1:31:59 PM  
ID: a83ed5f7-dd0d-4fcf-9f70-82c25f8bd539

| In Person Signer Events                    | Signature        | Timestamp           |
|--|------------------|---------------------|
|  |                  |                     |
| Editor Delivery Events                     | Status           | Timestamp           |
|  |                  |                     |
| Agent Delivery Events                      | Status           | Timestamp           |
|  |                  |                     |
| Intermediary Delivery Events               | Status           | Timestamp           |
|  |                  |                     |
| Certified Delivery Events                  | Status           | Timestamp           |
|  |                  |                     |
| Carbon Copy Events                         | Status           | Timestamp           |
|  |                  |                     |
| Witness Events                             | Signature        | Timestamp           |
|  |                  |                     |
| Notary Events                              | Signature        | Timestamp           |
|  |                  |                     |
| Envelope Summary Events                    | Status           | Timestamps          |
| Envelope Sent                              | Hashed/Encrypted | 5/8/2023 1:41:43 PM |
| Certified Delivered                        | Security Checked | 5/8/2023 1:45:40 PM |
| Signing Complete                           | Security Checked | 5/8/2023 1:48:01 PM |
| Completed                                  | Security Checked | 5/8/2023 1:48:01 PM |
| Payment Events                             | Status           | Timestamps          |
|  |                  |                     |
| Electronic Record and Signature Disclosure |                  |                     |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Ocala - Procurement & Contracting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Ocala - Procurement & Contracting**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Ocala - Procurement & Contracting**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.