

AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS

This **AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS** (the "Acknowledgment") is made effective this day of _____ (the "Effective Date") by and between **CITY OF DEER PARK, TX** with an address of 710 E. San Augustine, Deer Park, TX 77536 ("Customer"), and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** with an address of 1025 Airport Parkway, SW, Gainesville, Georgia 30501 ("Mansfield").

WHEREAS, Mansfield and Customer intend to enter into an agreement the terms and conditions of which shall be governed by the contract set forth by Sourcewell utilizing as their said contract #121522-MNF (hereinafter, the "Agreement"), the terms of which are hereby incorporated herein by reference; and,

WHEREAS, the parties desire to execute this Acknowledgment and add new items as set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer and Mansfield agree that the terms of the Agreement are hereby incorporated and amended as follows:

1. ADHERENCE TO AGREEMENT TERMS. Except as otherwise specifically provided herein, the parties hereto expressly adopt and incorporate by reference all of the terms and conditions set forth in the Agreement referenced above, including all attachments thereto. The parties hereto further expressly agree to adhere to and abide by all such terms set forth in the Agreement, which shall be fully enforceable and govern all transactions between the parties hereto as of the Effective Date of this Acknowledgment.

2. TERM AND AUTOMATIC RENEWAL. The Term of this Agreement is for one (1) year from the effective date of the Agreement. Thereafter, the parties hereto may also choose to renew this Acknowledgment for additional one (1) year term periods. In the event the parties hereto fail to execute a term extension addendum to this Acknowledgment and Customer continues utilizes Mansfield's services and placing orders for Petroleum Products with Mansfield after the applicable expiration date, the parties agree that this Acknowledgment shall automatically renew in continuous one (1) year term periods.

2. PRICING. Schedule A, attached hereto and incorporated herein by reference, shall govern pricing and product details, and may be changed by the parties via amendment from time to time.

3. NOTICES. All written notices or other communications under this Acknowledgment shall be deemed duly given when made in writing and delivered in hand, or upon receipt when properly addressed return-receipt-requested and delivered by U.S. Postal Services or other delivery service to the following addresses:

Customer: City of Deer Park, TX
710 E. San Augustine
Deer Park, TX 77536
Attn: _____

Mansfield: Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway SW
Gainesville, GA 30501
Attn: Dan Luther, with a copy to same address, Attn: Legal Dept.

4. ENTIRE AGREEMENT. This Acknowledgment, together with all referenced attachments and Agreements, shall constitute the entire Agreement between the parties with respect to the subject matter of this

Agreement. This Agreement supersedes all prior oral and written communications, agreements and understandings of the parties with respect to the subject of this Agreement. No modifications hereof shall be effective unless expressly set forth in writing signed by an authorized representative of both parties hereto.

The parties intending to be legally bound have caused this Acknowledgment to be executed by their duly authorized representatives on the dates set forth below.

CITY OF DEER PARK, TX

**MANSFIELD OIL COMPANY
OF GAINESVILLE, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Execution Date: _____

Execution Date: _____

****By executing this Acknowledgment, both parties are agreeing they have received and understand the terms and conditions of the Agreement (as set by Sourcewell). Such agreement can be found at the following link/web address: <https://www.sourcewell-mn.gov/cooperative-purchasing/121522-mnf>**

SCHEDULE A - CUSTOMER PRICING

- **Product** (exclusive of any applicable taxes)

Diesel

- Tank Truck (5000+ gallons) TX-LED DIESEL: OPIS GROSS CONTRACT AVERAGE ALL Houston, TX plus \$0.01 per gallon

Reformulated E10 Gasoline

- Tank Truck (5000+ gallons) RFG87e: OPIS GROSS CONTRACT AVERAGE ALL Houston, TX plus \$0.01 per gallon

- **Freight Charges** (freight charges are a pass through under the Sourcewell contract)

Estimated Weighted Average Freight (Freight Charges may fluctuate throughout the contract)

- Tank Truck Diesel: \$.0378 per gallon
- Tank Truck Gasoline: \$.0366 per gallon

Pump Fee: \$Cost

FSC: \$Cost

Split Fee: \$Cost

Min Freight: \$Cost

Demurrage at Customer Site: \$Cost