

Fuel Network Agreement Provisions

Attachment A



1. **LEGAL AUTHORITY:** OWNER assures and certifies that it possesses legal authority to enter into this agreement: that a resolution, motion, or similar action has been passed requirements of this agreement. The laws of the State of Utah shall govern the provision of this agreement.
2. **PROPERTY OWNERSHIP:** (A) OWNER holds Title to the Fuel tanks, and Delivery and Dispensing Systems described in Attachment B. (B) OWNER owns and will maintain, and legally responsible for, all real and personal property at the described location except for the specific fuel tanks and delivery and dispensing systems at the network location. OWNER grants to STATE and Network Customers a designated right of way, on its real property at the described location, to access Network Delivery and Dispensing Systems for the term of this agreement.
3. **STATE WILL PROVIDE OWNER:** (A) Access to, as an authorized user, the Consolidated Fuel System. (B) Management of fuel inventories for this Network Location. (C) Monthly fuel management reporting of all of the OWNER'S transactions throughout the system. (D) Full and complete indemnity from liability relating to a fuel spill and associated contamination and remediation costs at the Network location, as a result of actions by the STATE, upon current regulation compliance and execution of this agreement.
4. **NETWORK SITE OPERATION:** Operation and management of the site by the STATE includes, and is limited to, fuel procurement, fuel billing, normal maintenance, repair and mandated upgrades to fuel dispensing, delivery and storage equipment. Electronic systems to enable each site to be connected with the consolidated network and site data transmission charges will be paid by the STATE. Maintenance of the card and employee database is also specifically provided by the STATE.
5. **MANAGEMENT COSTS:** All management cost is included in the fee established in Item #6 of Attachment B. Costs to be billed to USER.
6. **STATE LIABILITY FOR UST ENVIRONMENTAL RELEASES:** The STATE hereby assumes that responsibility and the costs associated with the mitigation and remediation in the event of an environmental release, except in those cases caused by the negligence of the OWNER or it's agents. In addition to the liability coverage provided by the STATE PST fund STATE will carry coverage on the first @25,000 of remediation cost not covered by the fund. This STATE coverage will end upon termination of the STATE's participation in this agreement. Leakage, mitigation costs or legal liability related to network system at this Network Location shall be the responsibility of OWNER after termination of the STATES' participation in this agreement in accordance with paragraph 9. Termination" below. Any occurrence of environmental damage prior to, or subsequent to this agreement is specifically not covered by STATE.



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7. **FORCE MAJEURE:** If either party is delayed or prevented from performing this agreement by reason of acts of God, strikes, lockouts, labor disputes, inability to procure products, restrictive governmental laws or regulations, or other cause without fault or beyond the control of the obligated party (financial loss or inability excepted) performance of all the contract requirements shall be excused for the period of delay only. The period for the performing of contract requirements shall be extended for a period equivalent to the period of the delay.
8. **INDEMNIFICATION:** The parties to this agreement are governmental entities under the “Utah Governmental Immunity Act”, Title 63 Chapter 30 U.C.A. 1953 as amended. Consistent with the terms of this Act, it is mutually agreed by the parties that they are not liable to the other party to this agreement for wrongful or negligent acts with it commits, or which are committed by its agents, officials, employees or volunteers. The parties do not waive any defenses otherwise available under the Governmental Immunities Act.
9. **TERMINATION:** This agreement maybe terminated in advance of the stated expiration date for non-compliance with the provisions of this agreement. The party that has violated said provisions has 30 days after written notification of the breach is received from the other party to substantially cure the breach or termination will be effective 15 days after the notification letter was received, if this breach is not substantially cured within thirty (30) days, after receipt of the notification, the termination shall be effective thirty (30) days after the notification letter was received. If either party defaults in the performance of the agreement or any of its covenants, terns, conditions or provisions, the defaulting party shall pay all cost and expenses including a reasonable attorney’s fee, which may arise or accrue from enforcing this agreement of pursuing any remedy available. The OWNER may terminate this agreement in whole or from time to time in part for the OWNER’s convenience. If the termination is for the convenience of the OWNER, the OWNER shall terminate by delivering to the state a notice of termination specifying the mature, extent and effective date of the termination, If the OWNER terminates this agreement for the continece, OWNER shall pay the STATE for all cost incurred and services rendered prior to the effective date of the termination.

