



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

City of Hallandale Beach
Guy Barrett
Water Plant Manager
Department of Public Works
630 N.W. 2nd Street
Hallandale Beach, Fl. 33009
gbarrett@cohb.org

September 3, 2014

Dear Guy:

Per our conversation, The City of Hallandale Beach desires to continue to piggyback onto the Palm Beach County Sodium Hypochlorite Bid. As mentioned before all bids require that each entity owns their tanks; however as a mean of keeping all expenditures at a minimum, Allied Universal Corp. will allow you the price of the bid with \$0.01 per gallon added since you lease the tanks and containments from Allied universal corp.

Pricing will be as follows:

- \$0.65 per gallon, for full truckloads (minimum 4800 gallons)
- \$0.78 per gallon, for less than truckloads (minimum 1000 gallons)

This price is good until September 19, 2015.

If you are in agreement with this and wish to accept this pricing structure, please indicate you acceptance by signing below and faxing a copy back to my attention @ 305-463-8369 or e-mail @ bernieg@allieduniversal.com.

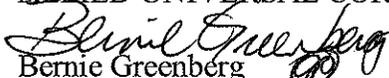
Once your acceptance has been received, the above referenced pricing will be extended in our system.

Thank you for your continued cooperation and consideration.

Respectfully,

ALLIED UNIVERSAL CORPORATION

CITY OF HALLANDALE BEACH


Bernie Greenberg
Area Sales Representative
bernieg@allieduniversal.com

Signature

Title

Date

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

7160 Philips Highway
Jacksonville, FL 32256
904-438-4976

TANK AND CONTAINMENT LEASE AGREEMENT

This Tank And Containment Lease Agreement (the "Agreement") is entered into this 21ST day of JANUARY, 200B between Allied Universal Corporation, 3901 N.W. 115th Avenue, Miami, Florida, 33178-1859 ("Allied"), and The City of Hallandale Beach ("Customer").

WHEREAS, Customer desires to lease from Allied, and Allied desires to lease to Customer, certain storage tanks and containments, as described on Exhibit "A" attached hereto (the "Tanks and Containments");

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other valuable consideration, intending to be legally bound, the parties hereto agree as follows:

1. Allied shall deliver the Tanks and Containments to Customer, and Customer may utilize the Tanks and Containments at Customer's business premises, for the sole purpose of storing sodium hypochlorite supplied by Allied. Customer shall not, under any circumstances, place or allow others to place in the Tanks products obtained from suppliers other than Allied. Customer shall keep the tanks at Customer's business premises and shall not remove them or allow them to be removed without Allied's prior, written consent.
2. RENT: Customer shall pay rent as follows: \$10.00 per Tank and \$10.00 per Containment, per year, plus applicable sales tax, payable upon delivery, and upon each annual anniversary date thereafter.
3. During the term of this Agreement Customer shall purchase from Allied a minimum of 400 gallons of sodium hypochlorite per calendar month, per Tank. In the event that Customer fails to purchase from Allied a minimum of 400 gallons of sodium hypochlorite, per Tank, in any calendar month, Customer shall pay Allied a Tank Rental Charge of \$50.00, per tank, for each such month.
4. Either party may terminate this Agreement at anytime, with or without cause, upon seven days written notice to the other party.
5. Allied shall provide, at its sole cost and expense: (a) proper installation, plumbing, maintenance and repairs of the Tanks; and (b) appropriate Containments. Customer shall be solely responsible, at its sole cost and expense, for (a) proper labeling of the Tanks and Containments; (b) compliance with all federal, state, county, municipal and local statutes, rules, regulations and ordinances, including, but not limited to, building and zoning codes, license and permit requirements, and compliance with the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), U.S. Environmental Protection Agency ("EPA") regulations and requirements, and applicable state pesticide, insecticide, fungicide, and rodenticide laws, regulations and requirements.
6. Customer shall be prohibited from packaging, repackaging or reselling any sodium hypochlorite without (a) Allied's prior written consent, which consent may be withheld at Allied's sole discretion; and (b) compliance with all applicable FIFRA and state pesticide, insecticide, fungicide, and rodenticide laws and regulations, including, but limited to, applicable requirements that Customer (1) apply for and receive an EPA establishment number; (2) submit a product report to EPA on an

annual basis; (3) sub-register any Customer product(s) under Allied's product registration number; (4) register any Customer product(s) with the State of FLORIDA; (5) prepare any Customer product label in accordance with the current EPA Label Review Manual; and (6) submit a final proof copy of such label(s) to Allied for Allied's approval, which approval may be withheld at Allied's sole discretion. Customer shall provide Allied with written proof of compliance with all applicable requirements and further agrees that Allied shall determine Customer's compliance with applicable requirements at Allied's sole discretion. Customer agrees that Allied may withdraw its approval hereunder for any reason or no reason whatsoever. Customer further agrees to maintain copies of all such documents and registrations in accordance with 40 C.F.R. Part 169 and applicable state law and provide same to Allied upon Allied's request.

TERMS AND CONDITIONS

1. Customer shall indemnify, defend and hold harmless Allied and Allied's officers, directors, shareholders, employees, agents, representatives, subsidiaries, affiliates and assigns, from any and all claims, losses, charges, obligations, damages, and expenses, including attorneys' fees, arising from or relating in any way to: [a] the Tanks, Containments, installation, plumbing, maintenance, repairs, sodium hypochlorite, and [b] acts and omissions of Customer, its officers, directors, shareholders, employees, agents, representatives, subsidiaries, affiliates, assigns and others. Customer specifically agrees to bear all risk of loss, injury or damages arising from or relating in any way to the Tanks, Containments, installation, plumbing, maintenance, repairs and sodium hypochlorite including, but not limited to, property and environmental damage, bodily injuries and death, and Customer specifically agrees to defend, indemnify and hold harmless Allied from same, regardless of whether any actual or alleged acts or omissions of Allied caused, or contributed to causing, the loss, injury or damage. Nothing in this agreement is intended to serve as a waiver of sovereign immunity, or other immunity, defense, or privilege enjoyed by the city pursuant to section 768.26 Florida statutes.

Customer Initials: 

2. All legal action arising out of or connected with this agreement must be instituted in the Circuit Court of Broward County, Fl. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law principle. Trial by jury is hereby waived by both parties. In the event of any litigation arising from this agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and expenses.

3. This Agreement constitutes the entire agreement between the parties and supercedes any prior or collateral agreements or understandings. No amendment to this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.

4. Customer may not transfer or assign any of its rights or obligations under this Agreement without Allied's prior, written consent.

5. If any provision of this Agreement becomes invalid, illegal or otherwise void, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect. To the extent permitted by law, Customer waives any provision of law which voids or renders unenforceable any provision of this Agreement.

6. Upon the termination or expiration of this Agreement, Customer shall, at Customer's expense, return the Tanks to Allied, in good order and condition, and in the same condition in which they were received, except for ordinary wear and tear.

SUBJECT TO TERMS AND CONDITIONS AS STATED ABOVE

LESSOR:

ALLIED UNIVERSAL CORPORATION

By: _____

As: _____

CUSTOMER:

By: _____

As: MIKE GOOD
CITY MANAGER

EDM

[Handwritten mark]

[Handwritten mark]
3/10/08

WAP 3/10/08

EXHIBIT "A"

Location: City of Hallandale Beach 630 N.W 2nd St
HALLANDALE BEACH, FL 33009
Tank: 3000 gal S/N: _____
Containment: _____ S/N: _____

Location: CITY OF HALLANDALE BEACH
630 NW 2ND ST. HALLANDALE BEACH, FL 33009
Tank: 3000 gal S/N: _____
Containment: _____ S/N: _____

Location: CITY OF HALLANDALE BEACH
630 NW 2ND ST. HALLANDALE BEACH, FL 33009
Tank: 3000 gal S/N: _____
Containment: _____ S/N: _____