

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Approve Jet Age Fuel Credit Account Application (Staff recommends approval).

**REQUESTED ACTION:**

Work Session (Report Only)    **DATE OF MEETING:** 3/8/11  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** N/A  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

---

**HISTORY/FACTS/ISSUES:**

This request is to approve the attached Jet Age Fuel Credit Account Application so that the Board of County Commissioners may conduct business with them through Sumter County Public Works Division. Jet Age Fuel will provide fuel bids for unleaded and diesel products. The local office is located in Clearwater.

---



519 PENNSYLVANIA AVE. • CLEARWATER, FL 33755

**OPEN ACCOUNT AGREEMENT & GUARANTEE(S)**

Company Name: Board of Sumter County Commissioners Contact Person: \_\_\_\_\_  
Road & Bridge Department

( ) Individual ( ) Partnership ( ) Corporation ( ) LLC

Address: 319 E. Anderson Avenue

City: Bushnell State FL Zip code: 33513

Type of business: Government-county Year business opened: \_\_\_\_\_

Phone: 352-793-0240 Fax: 352-793-0247 Email: \_\_\_\_\_

Federal ID#: 59-6000865 Principals name: \_\_\_\_\_

Principal's Social Security #: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Expiration: \_\_\_\_\_ CVC: \_\_\_\_\_

The credit card, listed above, will be kept on file and processed if the balance due has not been paid for under the agreed net terms. There will be a 3% in-house convenience fee added to the total bill. A 10% "hold" may be placed on your credit card. As the credit card holder and the undersigned below, I also authorize Connor's Jet Age Fuel, Inc. to charge my credit card for future purchases verbally (or written) approved by me.

Circle Product Interest: Off Rd Diesel On Rd Diesel Gasoline Lubricants

**Bank Reference**

Name: SunTrust Account # 0416500006854

Address: P.O. Box 4418

City Atlanta State GA Zipcode: 30302

Phone: 404-588-7711 Date account opened: \_\_\_\_\_

Current Balance: \_\_\_\_\_

**Trade References**

Firm name: Petroleum Traders Phone: 206-432-6622

Firm name: Mansfield Oil Company Phone: 678-450-2000

Firm name: George Nahas Chevrolet Phone: 352-748-1122

## TERMS AND CONDITIONS

The individual, proprietorship, partnership or corporation ("Client") and each individual guarantor ("Guarantor") entering this Open Account Application - Open Account Agreement (or opening a C.O.D. account) (both hereinafter referred to as the "Agreement") with Connor Jet Age Fuel, Inc. ("CJAF") do hereby agree:

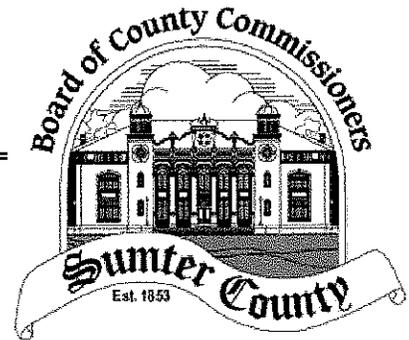
1. DEFINITIONS: Except where otherwise expressly stated in this Agreement, all terms herein employed shall have the same definition as set forth in the Uniform Commercial Code as adapted and presently effective in the State of Florida. 2. AGREEMENT BETWEEN MERCHANTS: This Agreement shall be deemed an agreement between merchants as that term is defined by the Uniform Commercial Code of the State of Florida. 3. CLIENT INFO: CJAF and Client agree to work from a written purchase order. All purchase orders will have Bill to / Ship to information, order date, due date / shipping date, cancellation date, description of product or service, quantity, unit price, extended totals, grand total for order, and an authorized signature. 4. DELIVERY AND FREIGHT: All prices are F.O.B. Tampa Florida. Freight charges will be added to invoice totals. Delivery by CJAF to carrier shall constitute delivery to Client. 5. PAYMENT TERMS: Unless otherwise agreed in writing, all amounts due to CJAF by Client are payable in full within 45 days of the receipt of fuel. All payments made pursuant to this Agreement and any invoices hereunder shall be made to: Connor's Jet Age Fuel, Inc. 519 Pennsylvania Ave. Clearwater, FL. 6. FINANCE CHARGES: Client agrees to pay according to the terms of ~~this Agreement and each invoice. Finance charges of 18% per month, may be charged on any invoice or fraction of it remaining unpaid after the due date specified on the invoice.~~ 7. LIEN AND SECURITY INTEREST: ~~CJAF shall have a lien on, and Client grants CJAF a security interest in, all products ordered by the Client until all obligations of the Client to CJAF are paid in full. Client grants to CJAF the right to enter their property and regain access to fuel or pledged collateral in the event the invoice has been unpaid for 60 days or more.~~ 8. LIABILITY: CJAF is not liable for any defect or damage from transport or use of the fuel product it sells after the Client takes possession. 9. INDEMNIFICATION: Client shall indemnify and hold CJAF and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with the use or resale of CJAF fuel. 10. CLERICAL ERRORS: Client and CJAF agree that clerical errors may be corrected at any point after they are discovered. 11. ASSIGNMENT: CJAF, at its own election, may assign its rights under the terms and conditions of this Agreement to party without notification to Client. 12. NOTICES/NOTIFICATION: Any notices to Client by CJAF shall be deemed to have been duly given when deposited in the United States mail, postage prepaid, to Client at the address for Client shown on this CJAF application. 13. SEVERABILITY: If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element and as so modified the clause shall be binding on the parties. If the clause cannot be so modified, it shall be deleted from this Agreement. The remaining provisions of the agreement shall not be affected by the modification or deletion of any unconscionable clause. 14. CREDIT APPROVAL: This Agreement is not binding on CJAF until accepted by CJAF. Client ~~and Guarantor~~ do hereby waive notice of acceptance of this Agreement. 15. ATTORNEY FEES AND EXPENSES: ~~In the event of default the Client and Guarantor agree to pay any and all costs incurred by CJAF arising from the breach, including attorney fees and legal costs.~~ 16. CREDIT CHECK. Client ~~and Guarantor(s)~~ do hereby give consent and authorization to CJAF to obtain and/or review background and/or any consumer or commercial credit agency records, ~~both personally and~~ for the Client, and to contact any credit references contained herein for the purpose of establishing and maintaining credit with CJAF. CJAF will hold all such information confidential. Client ~~and Guarantor~~ agree to provide such additional financial data and/or documents that CJAF may reasonably feel are necessary. ~~Both Client and Guarantor(s) hereby consent to CJAF's use of a non-business consumer credit report on Guarantor(s) in order to further evaluate the credit worthiness of Guarantor(s) as principal(s), member(s), partner(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this Open Account Agreement. The Guarantor(s) do hereby authorize CJAF to utilize a consumer credit report on the Guarantor(s) from time to time in connection with the extension or continuation of the business credit represented by this Open Account Agreement. The Guarantor(s) as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @~~

SEE  
ATTACHED

I have read and acknowledge all of the terms and conditions contained on this page.

***Board of County Commissioners***  
***Sumter County, Florida***

7375 Powell Road • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401  
Website: <http://sumtercountyfl.gov>



**TERMS OF CREDIT AGREEMENT:**

“Payment of compensation shall be due and payable pursuant to the provisions of the Local Government Prompt Payment Act as set forth in Florida Statutes Chapter 218.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the County or Circuit Court for Sumter County, Florida, and all parties hereto specifically waive any “venue Privilege” they may have in any other jurisdiction.

The prevailing party in any litigation arising out of this agreement shall be entitled to recover from the losing party all cost and expenses, including reasonable attorney’s fees, at the trial court and appellate court level, incurred by the prevailing party in enforcing its rights hereunder, this provision not to be construed as a waiver of the sovereign immunity of Sumter County.”

1681 et seq. Both Client and Guarantor(s) agree to the release of credit information including the reporting of credit history to credit reporting agencies. These authorizations granted under Section 27 are continuing without expiration. 17. NOTICE. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act, The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission. 18. COMPLETE AGREEMENT/MODIFICATION: This Agreement is the entire agreement between the parties and all negotiations, discussions, representations, and other communications between the parties are merged herein. No modification may be made hereto except in writing and signed by the parties hereto; provided, however, that CJAF may modify this Agreement with either the Client or the guarantor without the signature or consent of the other party, but such modification shall not be binding on the other party, except as otherwise provided herein. 19. RETURNED CHECKS: For any returned check regardless of reason for return, Client agrees to pay a returned check charge of \$200.00. 20. PERSONAL GUARANTEE. ~~In consideration for CJAF extending credit to Client, Guarantor(s) hereby jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above agreement and payment to CJAF, its successors, and assigns from Client and its related entities (hereinafter collectively referred to as Client), together with interest at the rate of 18% per month, on all amounts not paid within 30 days after due date, both before and after judgment, all costs of collection, including fees of any collection agency, and attorney fees whether hourly or contingent, but not to be less than 20% of the amount due if contingent. Liability of the Guarantor(s) shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment affecting said indebtedness, and the undersigned hereby waives notice of any or all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the Guarantor(s) hereby expressly waive(s) presentment for payment, demand, protest, notice of protestor diligence. This guarantee shall be a continuing guarantee.~~ 21. REVOCATION: This Agreement shall continue in full force and effect until revoked in writing as hereinafter set forth, and shall cover all indebtedness incurred pursuant to this Agreement. Client specifically understands that the account of the Client may, from time to time, be paid in full, and a new indebtedness subsequently created, and Client specifically agrees that this Agreement shall cover all such indebtedness. This Agreement shall be in effect until either party terminates it in writing so long as both parties consent that no disputes or liabilities are outstanding. 22. FORCE MAJEURE: CJAF shall not be liable for any delay in delivery of, or failure to deliver, any or all of the products or services ordered by Client where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of supplies from ordinary sources, fire, flood, storm, accident, any act of God, or any other cause beyond the control of CJAF. 23. JURISDICTION: This Agreement shall be governed by the laws of the State of Florida .The Federal and state courts of the State of Florida shall have the exclusive jurisdiction of all disputes arising from this Agreement.

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

APPROVED BY:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

I have read and acknowledge all of the terms and conditions contained on this page.