

AGREEMENT
BETWEEN
FLORIDA CONFERENCE CENTER ASSOCIATES, INCORPORATED
AND
THE CITY OF GAINESVILLE

The undersigned, on this the ____ day of _____, 19____, being the duly authorized representative(s) of Florida Conference Center Associates, Incorporated, (CUSTOMER), which plans to construct a hotel and convention center on University of Florida property located at the NW corner of NW 34th Street and SW 19th Avenue, Gainesville, Florida (SITE), do hereby contract with the City of Gainesville, d/b/a Gainesville Regional Utilities (GRU), as the exclusive provider of: electric energy, capacity, transmission and distribution services; water supply and distribution; wastewater treatment and collection; and natural gas supply and delivery; to the named SITE, subject to the Terms and Conditions delineated in Attachment 1 to this Agreement, for a term of not less than ten (10) years from the IN SERVICE date of this Agreement in exchange for the following considerations:

1. GRU will provide power transformers to serve the hotel and convention center to be constructed on the SITE;
2. GRU will move its existing overhead circuits underground along the east side of the site from the NW corner of 34th Street and SW 19th Avenue extending north to Hull Road; and
3. GRU will provide a lump sum contribution in aid of construction (CIAC) as either cash or other services from GRU, at CUSTOMER'S option, in the amount not to exceed four hundred fifteen thousand, four hundred and forty six dollars, and thirty six cents (\$415,446.36).

The CIAC was established upon design documents for the SITE from which the following consumptions were agreed upon:

1,040	Kilowatts (KW) Monthly Average Electrical Demand
521,950	Kilowatt Hours (KWH) Monthly Average Consumption
35,700	Gallons per Day Average Daily Flow (gpd-adf) Water consumption
35,700	Gpd-adf Wastewater Discharge
4,000	Therms/Month natural gas consumption

The CIAC, less the agreed value of other services rendered prior to that date (which do not include items 1 & 2 above), shall be paid within 30 days of receipt of official notice from CUSTOMER that the Hotel and Convention Center has entered into commercial service which establishes the "IN SERVICE" date. Notification shall be made to the party identified in Section 4.2 of the Terms and Conditions.

The CUSTOMER may elect to obtain the CIAC sooner than the IN SERVICE date by providing a letter of credit or surety bond, in a form and from a credit provider acceptable to GRU, to repay GRU the amount of the CIAC in the event that the project is not completed within the term specified by the letter of credit or surety bond. Should the CUSTOMER elect this option, the CIAC amount paid by GRU shall be discounted (reduced) at the rate of 0.7% compounded monthly over the term of the letter of agreement or surety bond.

In witness whereof the parties have executed this Agreement as of this date written above.

CUSTOMER:

BY _____
Signature

Printed Name/Title

BY _____
Signature

Printed Name/Title

CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES:

BY _____
Signature

Printed Name/Title

Approved as to form and legality:

BY _____
Utilities Attorney

For Office Use Only – CBIS Account Number(s)			

Terms and Conditions

SECTION 1.1 – GRU and CUSTOMER shall also be referred to herein as PARTIES collectively and as PARTY individually.

SECTION 1.2 - The term of this Agreement shall commence upon the date this Agreement is executed by the PARTIES (EFFECTIVE DATE) and shall continue in effect for a term of ten (10) years after the IN SERVICE DATE.

SECTION 2.1 - For as long as business is conducted on SITE, CUSTOMER agrees that GRU shall be its exclusive supplier of: electric energy, capacity, transmission and distribution; water supply and distribution; wastewater collection and treatment; and natural gas supply and delivery throughout the term of this Agreement. Except for the use of standby generators for incidental purposes, in no event shall the CUSTOMER utilize self-generated electricity or electricity supplied from any source other than GRU for the duration of this Agreement without GRU's written consent.

SECTION 2.2 - CUSTOMER shall make, or have previously made, application to GRU for service under GRU's tariffs for electric, water, wastewater and natural gas services. No service will be provided under this Agreement until all pertinent Contract(s) for Service have been approved by GRU.

SECTION 2.3 - Except as modified by this Agreement, all terms and conditions under the prevailing Rate Schedule shall apply to service supplied to the CUSTOMER under the CUSTOMER’s Contract for Service. The rights and obligations under this Agreement are supplemental to the rights and obligations of the PARTIES under the CUSTOMER’s Contract for Service and the applicable provisions of Chapter 27 of the Code of Ordinances of the City of Gainesville. The CUSTOMER during the term of this agreement shall not be eligible for any rate discounts available only upon committing to a term of service.

SECTION 4.1 - This Agreement may not be modified or amended, except in writing, signed by or on behalf of both PARTIES.

SECTION 4.2 - All written notices under this Agreement shall be deemed properly sent if delivered in person or sent by facsimile, electronic mail or hand-delivered mail to the persons specified below:

If to GRU: General Manager
 Gainesville Regional Utilities
 P. O. Box 147117
 Gainesville, FL 32614-7117

If to CUSTOMER: _____

SECTION 4.3 - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising under this Agreement shall be in the federal or state courts in Gainesville, Florida.

SECTION 4.4 - This Agreement shall be valid, effective, and binding on the PARTIES upon the EFFECTIVE DATE of the Agreement by the PARTIES. In the event that there is an order issued by any other governmental agency having jurisdiction disapproving this Agreement, neither PARTY shall have an action against the other arising under this Agreement and the same shall be null and void.

SECTION 4.5 - Any amendment to this Agreement shall be effective upon the date of execution of such amendment by the PARTIES and subject to the regulatory authority of the Gainesville City Commission and the statutory authority of any other governmental agency having jurisdiction. Both PARTIES shall be bound by any duly executed Amendment to this Agreement unless such amendment is disapproved by any other governmental agency having jurisdiction.

SECTION 4.6 - The rights and obligations of the CUSTOMER under this agreement shall be assignable upon written notification to GRU.

SECTION 4.7 - Each PARTY represents that it has the necessary corporate, legal and regulatory authority to enter into this Agreement and to perform each and every duty and obligation imposed herein, and that this Agreement, when executed by each PARTY, represents a valid, binding and enforceable legal obligation of each PARTY, subject to the application of bankruptcy, moratorium, or similar laws affecting creditors rights. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of

Terms and Conditions

the PARTY he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said PARTY has been created.

SECTION 4.8 - If at any time during the term of this Agreement either PARTY violates any Terms and Conditions of this Agreement, the PARTY in violation shall have thirty (30) days in which to cure such violation(s) following the receipt of written notice from the other PARTY. In the event cure is not effected by the end of the thirty (30) day period, the Agreement may be terminated for cause.

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