

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: World Fuel Credit Card Agreement

DATE: September 8th, 2022

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

BUDGET INFORMATION:

~~ANNUAL-~~ \$0

~~CAPITAL-~~ \$0

COMMISSION ACTION REQUESTED ON: September 19th, 2022

PURPOSE: To re-sign an updated credit card service agreement between World Fuel Services and the Habersham County Board of Commissioners.

BACKGROUND / HISTORY: World Fuel Services currently handles our fuel deliveries, pricing, and credit card processing. This agreement allows us to continue using the processing and accept 'Branded' fuel cards from Phillips 66 and World Fuel Services.

FACTS AND ISSUES: Updated and current agreement which includes switching over to a single point terminal for inside sales transactions.

OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
-
-

RECOMMENDED SAMPLE MOTION: Motion to approve World Fuel Services merchant agreement.

DEPARTMENT:

Prepared by: Will Regan

Director: Will Regan

ADMINISTRATIVE

COMMENTS:

DATE:

County Manager

**WORLD FUEL SERVICES
CONTRACT FUEL AGREEMENT**

It is agreed between World Fuel Services, Inc. (hereinafter "World Fuel") located at 9800 N.W. 41st St., Miami, FL 33178 and Habersham Co. Brd. of Commissioners ("Merchant") located at 112 Airport Road, Cornelia, GA 30531 _____ as follows:

1. **World Fuel Contract Card Transactions.** Merchant agrees to sell to World Fuel and World Fuel agrees to pay for aviation fuel (the "Fuel") and related products and services ("Services") for delivery by Merchant to World Fuel Contract Cardholders at locations outlined on Attachment A, if more than one merchant location. Merchant agrees to: (a) deliver Fuel and/or Services to World Fuel Contract Cardholders upon presentment of the World Fuel Contract Card; and (b) honor sales orders or authorizations (as applicable) duly issued by World Fuel (a "Sales Order") for Fuel and/or Services. All such Fuel and Services shall be provided in accordance with the terms and conditions of this Agreement and the World Fuel Contract User Guide, which is hereby incorporated by reference and made part hereof.
2. **Authorization.** Merchant shall obtain electronic or manual authorization for all World Fuel Contract Card transactions, including Sales Order transactions referenced in Section 1(a) hereof. If Merchant fails to properly authorize any World Fuel Contract Card transaction, and such transaction is not an authorized transaction, Merchant shall not be entitled to payment for such transaction and World Fuel may, at its option, dispute or chargeback any such transaction. Merchant shall not send, and World Fuel shall have no obligation to pay for, any transaction more than 180 days after the transaction date. Merchant agrees to resolve any disputed transactions within ten (10) days of notice from World Fuel. Disputed amounts will be deducted from next settlement. After Merchant has received notice of a chargeback, Merchant must obtain consent from World Fuel prior to resubmission of the disputed transaction.
3. **Delivery; Title and Risk of Loss.** Delivery shall be deemed complete and title and risk of loss to the Fuel shall pass to World Fuel when the Fuel passes the inlet coupling of the receiving aircraft.
4. **Pricing.**
 - (a) Fuel price for World Fuel Contract Card transactions shall be established as follows:

Fuel price shall be equal to Merchant's cost for fuel as established by price notification received from its supplier, Ascent/World Fuel, on Tuesday of each week and shall be valid and binding for the Pricing Period (a "buyback transaction" shall be defined as an World Fuel Contract Card transaction where the Merchant purchases bulk fuel from World Fuel);
 - (b) Into-plane fees on all World Fuel Contract Card transactions shall be established by Merchant.
 - (c) Taxes on all World Fuel Contract Card transactions shall be applied as per applicable law.
 - (d) Pricing and applicable fees shall be submitted by Merchant to World Fuel by 1PM EST on Tuesday of each week and shall be valid through the following Monday (the "Pricing Period"). Such pricing and fees shall remain in effect for all subsequent Pricing Periods unless and until Merchant timely submits new pricing or fees. Customer specific fees may be submitted and will take effect daily if submitted before 1pm EST.
5. **Payment.** World Fuel, or its authorized designee MSTs (MultiService Technology Solutions), shall pay Merchant for all authorized World Fuel Contract Card transactions by electronic funds transfer to the account designated by Merchant within 72 hours of Merchant's receipt of the daily cash report (DCR), which shall be made available within 24 hours of settlement.
6. **Documentation.** Merchant shall, upon request, provide World Fuel (a) copies of fuel tickets for any World Fuel Contract Card transaction within 5 business days of the request date; (b) backup of all the services provided to World Fuel Contract Cardholders and (c) detailed supplier invoice containing separate charges for fuel, fees and each applicable tax. In addition, for any transaction where the World Fuel Contract Cardholder does not physically present the World Fuel Contract Card, Merchant shall promptly send the following information to World Fuel: (i) Type of fuel (Domestic, international, FTZ or bonded, with additive, etc.); (ii) Transaction Date; (iii) Customer name or Aircraft Operator name; (iv) Complete tail number (5 or 6 characters depending on aircraft); (v) Flight number for Commercial Transactions; (vi) Next Destination for International flights; (vii) Gallons delivered; (viii) Type of flight (Corporate, Charter and Commercial); and (ix) Alliance card number. Failure to comply with this Section 6 may result in denial of the subject transaction or chargeback.
7. **Warranty.** Merchant warrants that any Fuel delivered shall conform to ASTM Standard D 1655, "Specification for Aviation Turbine Fuels" Jet A/Jet A-1, latest issue. Merchant warrants that all Services shall be performed with reasonable care and skill and in accordance with all applicable laws, airworthiness regulations, overhaul manuals, manufacturers' technical instructions, mandatory bulletins, plus any non-mandatory service bulletins and/or requirements imposed by the applicable civil aviation authority. Deliveries shall be made in accordance with all applicable governmental laws and regulations, best international industry practice, and the requirements established by the most recent IATA guidelines and the applicable airport governing authority.
8. **Term and Termination.** This Agreement shall remain in effect unless and until terminated by either party upon written notice to the other party.
9. **Trade Sanctions and Export Controls.** Merchant acknowledges that the Government of the United States of America has imposed: (a) trade sanctions and export restrictions against certain countries and political areas and companies, nationals and U.S. Government-designated nationals of such countries and areas, (b) restrictions on U.S. companies and nationals doing business with them, and (c) restrictions on U.S. companies and nationals doing business with certain companies and persons who the U.S. Government has determined have violated the foregoing restrictions. Merchant agrees that it shall keep itself informed of and shall comply with such sanctions and restrictions as they are revised from time to time.

10. **Indemnification.** Merchant agrees to indemnify and hold World Fuel and its subsidiaries and affiliates harmless from and against all claims, demands, proceedings, damages and liabilities for loss of or damage to any property whatsoever or for injury, including fatal injury or disease to any person whatsoever, and against all associated costs (including attorneys' fees) and expenses resulting from (a) the negligent acts or omissions of Merchant, its employees, agents or subcontractors or (b) any violation of this Agreement by Merchant.

11. **Confidentiality.** This Agreement, as well as any and all pricing and terms relating to World Fuel Contract Card transactions, are confidential and shall not be disclosed to any third parties.

12. **Assignment.** Merchant shall not assign its rights or delegate its obligations hereunder, in whole or in part without the prior written consent of World Fuel.

13. **Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In any action or proceeding arising out of or relating to this Agreement, each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Florida. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THIS AGREEMENT.

14. **Entire Agreement.** This Agreement is intended by the parties to be the final, complete, and exclusive embodiment of their agreement regarding the matters covered in this Agreement, and no prior stipulation, agreement, or understanding of the parties, their employees, or agents will be valid or enforceable with respect to the subject matter hereof. This Agreement may not be altered, amended, or changed in any way except by a written instrument executed by the both parties.

WORLD FUEL SERVICES, INC.

[MERCHANT] Habersham Co. Brd. of Commissioners

Name:
Title:

Name:
Title:

Attachment A

[illegible]



Supplier Pricing

EFFECTIVE DATE: _____

Courtesy Reminder: Fuel Price and Fee Rate Changes are due Tuesdays by 1:00 PM EDT.
Changes submitted after 1:00 PM EDT will be made effective the following price week.

Airport ICAO/IATA: _____
FBO Name: _____
Address: _____
Email: _____

Contact: _____
Phone: _____
Fax: _____
Cell: _____
After Hours: _____

Contract Fuel Price	
Base Jet A	
Airport Flowage Fee	
Federal Excise Tax	\$ 0.2430
Federal LUST	\$ 0.0010
Federal Oil Spill Tax	
State Oil Spill Tax	
County Tax	
Local Tax	
Total per Gallon Taxes and Fees	\$ 0.244000

Additive (if applicable)	
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Into-Plane Rates	
Corporate & Charter	
Uplift Amount	Rate per Gallon

Into-Plane Rates	
Commercial	
Uplift Amount	Rate per Gallon

Into-Plane Rates		
Customer Specific		
Customer Name	Uplift Amount	Rate per Gallon

Current Retail Price Including All Taxes and Fees: _____

Other Notes: _____

Submit by email to: WorldFuelPriceUpdate@wfsCorp.com

Printed Name: _____

Signature _____

(Initial Submittal Only): _____

Date: _____



Global Relationships. Global Solutions.

FBO Data Sheet

Today's Date _____

Local Base Information

Company Name _____

Local Base Address _____

City _____ State _____ Zip + 4 _____

Airport Name _____ Airport Identifier: (IATA) _____ (ICAO) _____

Remit to Address (If different from above)

Base Manager _____ Hours of Operation _____

Email _____ Radio Frequency _____

Ops Manager _____ Fuel Brand _____

Ops Email _____ Type of Fuel Available ☐ Jet ☐ Avgas

Telephone _____ Fueling Capabilities ☐ Self Serve ☐ Truck ☐ Hydrant

Fax _____ Number of: Hydrants _____ Trucks _____

Website _____ Self Serve Unit Type ☐ QTT ☐ Fuel Master ☐ Other

Contract Fuel (If participating in contract fuel please provide the following)

Contacts to Receive Fuel Releases

Name/Title _____ Email _____ Phone _____

Name/Title _____ Email _____ Phone _____

Name/Title _____ Email _____ Phone _____

Contact Responsible for Establishing & Updating Into-Wing Fees

Name/Title _____ Email _____ Phone _____

Services Available

1. _____ Restaurant Available

2. _____ Aircraft Maintenance

3. _____ Avionics Service

4. _____ Deicing

5. _____ Hangar

6. _____ Rental Car

7. _____ Courtesy Car

8. _____ Catering

9. ☐ Limousine

10. ☐ Parking/Ramp

11. ☐ APU/GPU

12. ☐ Weather Service

13. ☐ Flight Planning

14. ☐ Charter Service

15. ☐ Aircraft Sales

16. ☐ Pilots for Hire

17. ☐ Pilot Training

18. ☐ Parts

19. ☐ Fuel Discount

20. ☐ Software

21. ☐ Intl Airport

22. ☐ Customs

23. ☐ Aircraft Detailing

24. _____

Contract Fuel Resellers Accepted ☐ Yes ☐ No

☐ World Fuel Services
(World Fuel | Colt & Alliance)

☐ Avfuel

☐ Air Fuel Int'l. (Air Routing)

☐ CAA

☐ Arrow Energy

☐ Everest Fuel

☐ Mariah

☐ MercFuels

☐ PACFO

☐ UVair

☐ Other _____

☐ Other _____

Home Office Information (if different from local base address)

Address _____

City _____ State/Country _____ Zip/Code _____

Telephone _____

Fax: _____

SITA _____ E-mail _____

Contact person _____

Title _____

For AVCARD Use Only

Merchant # _____ New ☐ Change/Update ☐ Delete ☐

Domestic ☐ International ☐ Authorization Currency _____



SCHEDULE 2

PRICING – FEE SCHEDULE

Credit Card Type	Discount Rate
World Fuel Contract Fuel	0% - No Fees

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by WFS to Merchant.

Settlement: All card types will be settled to your account within three (3) U S business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

Merchant Name: _____ Initial: _____ Date: _____

9800 NW 41st Street • Doral, FL • USA • wfscorp.com



EXHIBIT 1
EFT FORM (One per bank Account)

EFT AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

[Name of Merchant] authorizes World Fuel Services, Inc. to collect and deposit funds into the bank account indicated below by means of Electronic Funds Transfer for payment of goods and services processed through the World Fuel Gateway for the following location(s):

It will also allow access for adjustments (debit transactions) in the event of billing errors or chargebacks. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged. Until notification in writing of cancellation or modification, this authorization will continue to be valid.

Receiving Bank City Transit/ABA # _____

Merchant Name _____

Merchant Address: _____

State _____

Branch _____

Acct # _____

City _____

Zip _____

Please send a copy of voided check with your signed agreement along with a current W-9.



Ascent Aviation
A subsidiary of World Fuel Services

Schedule 2

World Fuel Services – In-Network Phillips 66 Branded Program
Credit Card Processing Fee Schedule
Habersham Co. Brd. of Commissioners

Card Type	Discount Rate
Phillips 66 Corporate Aviation Wings AVCARD (red card)	0.00%
AVCARD by World Fuel (blue card)	2.85%
Phillips 66 Aviation Personal Card	0.00%
World Fuel Contract Fuel	0.00%
Visa Qualified Card	2.35%
Visa Non-Qualified Card	3.35%
Mastercard Qualified Card	2.35%
Mastercard Non-Qualified Card	3.35%
American Express Card	3.45%
Discover / Diner's Card	3.50%
Multiservice Aviation Card	3.50%
Wex / Voyager Card	2.75%
U.S. Government AIR Card	4.25%
Debit Card	1.00%

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) daily. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by World Fuel to Merchant.

Settlement: All card types will be settled to your account within 72 hours / 3 business days after settlement. Excluding weekends, government, and bank holidays.

Visa/Mastercard Qualified Transactions: Is defined as a Visa or Mastercard card transaction that is present and swiped through an electronic point of sale system and settled within 24 hours of authorization.

Visa/Mastercard Non-Qualified Transactions: Is defined as a Visa or Mastercard card transaction that is settled later than 24 hours after authorization, captured for a different amount than the authorized amount, cards otherwise classified as business, corporate, purchasing cards, or processed in a self-service unit to include but not limited to all card not present scenarios.

Rates: Any changes to the above fee schedule requires a 30-day prior written notice from World Fuel Services to Merchant.

Please contact World Fuel Client Support at 800.272.3681 with any questions.



World Fuel Services GENERAL MERCHANT SERVICES

Card Processing Merchant Agreement

This Card Processing Merchant Agreement made and entered into this ____ day of _____ 20__ ("Agreement") between Habersham Co. Brd of Commissioners, a Georgia company ("Merchant"), and World Fuel Services, Inc., a Texas corporation ("World Fuel") entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 ("Card Processing Services") for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the "Cards", and each individually, a "Card"). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, "Applicable Law" means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council's ("PCI") requirements.

2. Card Acceptance Procedures

- a. Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as "Operating Procedures"). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- b. All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to World Fuel for processing.
- c. Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by World Fuel, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as World Fuel may determine. World Fuel may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within 3 business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- d. Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to World Fuel any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant's own receivable.
- e. Merchant is solely responsible for the quality and accuracy of all data provided to World Fuel.
- f. Invoices must include all details needed to define the products and services purchases and must include a signature or authorization by the cardholder as required by the Card issuer.
- g. All invoices must be submitted to World Fuel within thirty (30) days of the Card transaction.

3. Gateway Use, Copyright and Grant of License

- a. World Fuel has built and maintains highly confidential and proprietary point of sale software and web-based XML interfaces (the "Gateways") and Merchant desires to use the Gateways for Card Processing Services. Merchant and World Fuel will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without World Fuel's consent in its sole discretion.
- b. Subject to Merchant's compliance with the terms and conditions of this Agreement, World Fuel grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by World Fuel related to processing requirements, system access or authorization (the "Documentation") exclusively for Card Processing Services with World Fuel. The Gateways and Documentation shall remain the property of World Fuel and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.
- c. Merchant hereby acknowledges that World Fuel is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by World Fuel under or in connection with this Agreement constitute the proprietary information of World Fuel and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including World Fuel's competitors.

4. IT, Data and Cardholder Information Security

- a. Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to World Fuel Merchant's compliance with PCI programs and other Applicable Law. Merchants are required to notify World Fuel immediately of any incident that could potentially compromise cardholder data.
- b. Merchant agrees to immediately notify World Fuel of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant's suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with World Fuel all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow World Fuel access to Merchant and its Merchant's facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. World Fuel may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to World Fuel's approval. World Fuel shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction



information (each, a "Compromised Data Event"), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against World Fuel, and/or the costs World Fuel incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by World Fuel's gross negligence or willful misconduct.

5. Payment and Fees

- a. Merchant agrees to the pricing and settlement terms set forth on Schedule 2.
- b. Merchant and World Fuel shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Exhibit 1), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes World Fuel, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.
- c. Merchant agrees to work with World Fuel and Card issuers to assist with marketing Card products to Merchant's customers.
- d. World Fuel will have the right to offset outstanding amounts owed to Merchant on the Merchant's Cards accounts against any sums payable to the Merchant by World Fuel, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.
- e. On or prior to the execution of this Agreement, Merchant shall complete and deliver to World Fuel a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).

6. Subrogation: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from World Fuel, Merchant irrevocably assigns to World Fuel all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow World Fuel to pursue payment from the account holder.

7. Merchandise Responsibility, Warranties, Limitation of Liability

- a. In no event shall World Fuel be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party's reasonable control.
- b. World Fuel makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, World Fuel will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.
- c. Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither World Fuel nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.
- d. Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with World Fuel and with the submission of each Card transaction reaffirms that:
 - i. Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and



- ii. With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.
 - e. MERCHANT AGREES THAT NEITHER World Fuel, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO World Fuel FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR.
8. Term and Termination: The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by World Fuel if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by World Fuel. Sections 3c, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.
9. Indemnification: Merchant agrees to indemnify and hold harmless World Fuel, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law or (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.
10. Entire Agreement: This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by World Fuel upon notice given to the Merchant at least thirty (30) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of World Fuel. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties hereto agrees to the exclusive the exclusive jurisdiction and forum of the federal and/or local courts located in Miami-Dade County, FL.

[Signature Page to Follow]



Executed this ____ day of _____, 20____

Merchant Name:

Habersham Co. Brd. of Commissioners

By: _____

Name: _____

Title: _____

Accepted this ____ day of _____, 20____.

World Fuel Services, Inc.

By: _____

Name: _____

Title: _____

[illegible]