



a corporation } **City of Orlando
1010 South Westmoreland Drive
Orlando, Florida 32805**

4/24/12

8. Fleet Operator will provide a sufficient number of competent, trained service personnel at the Authorized Fleet Warranty service Station adequate to take care of the responsibilities of warranty, special policy and campaign adjustments to be performed by Fleet Operator.

9. Fleet Operator shall perform its responsibilities for service in a good workmanlike manner in accordance with such recommendations, specifications and instructions relating thereto as may be furnished to Fleet Operator by FCO in compliance with all government requirements and regulations.

10. Fleet Operator shall provide and maintain the Authorized Fleet Warranty Service Station, adequate in size and layout for service, to enable Fleet Operator to fulfill its responsibilities under this agreement.

11. Fleet Operator shall provide at the Authorized Fleet Warranty Service Station adequate service equipment and such special tools as may be necessary to enable Fleet Operator to fulfill its responsibilities for service under this Agreement.

12. Fleet Operator will establish and maintain a vehicle maintenance program acceptable to FCO including records of maintenance and warranty claims.

13. It is understood and agreed that Fleet Operator by reason of the execution of this Agreement is not granted any right to sell new GM motor vehicles or chassis. Fleet Operator is not granted any right to use any name, other trademark or service mark (including the distinctive outline or form thereof) owned by GM. Fleet Operator agrees not to use such name or trademark in or as a part of its trade name and that this Agreement is applied solely to the operation of the Authorized Fleet Warranty Service Station.

14. This Agreement shall continue in force and govern all relations of the parties hereto until terminated. Either party may terminate this written Agreement upon written notice to the other party, such termination to be effective thirty days after receipt of such notice by the other party.

15. This agreement is not valid until and unless it bears the signature or facsimile signature of General Manager and is countersigned by the Manager or Assistant Manager of Fleet/Commercial Service Support Operations, General Motors Corporation.

16. Fleet Operator agrees to provide GM Dealer Accounting with a viable account number to facilitate monthly open account transactions by utilizing an Electronic Funds Transfer process. If at any time the Fleet Operator's open account becomes invalid or cannot receive transactions the Fleet Operator will incur and remain responsible for a monthly check processing fee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

City of Orlando
Fleet Maintenance Division

Rhonda S. Ulmer

(Fleet Operator Firm name)

Fleet/Commercial Operations
Service Support
General Motors Corporation

Rhonda S. Ulmer, C.P.M., CPPO, FCCN,
By: Director of Purchasing and Materials
(Officer of Firm with title) Management

By: Edgar Pearce

Title: MANAGER, FLEET SERVICE SUPPORT

By: _____
(Officer of Firm with title)

(Address)

Witness _____

(If executed by a representative of Fleet Operator, title such as President, Partner, etc., must be indicated.) If Fleet Operator is a corporation, indicate State in which incorporated: _____

