AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this ____ day of __________, 2008, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "ANAHEIM,"

AND

FERRELLGAS, L.P., a Delaware limited partnership, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, ANAHEIM owns and operates the Anaheim Convention Center (hereinafter the "Convention Center"); and

WHEREAS, CONTRACTOR desires to provide, from time to time, propane gas services to tenants, exhibitors, and other persons at the Convention Center who require such services in connection with events presented at the Convention Center; and

WHEREAS, in order to provide such services, CONTRACTOR must use ANAHEIM facilities.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HERIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

ANAHEIM hereby agrees to permit CONTRACTOR to enter upon the premises of the Convention Center and use the facilities of the Convention Center as necessary in connection with providing propane gas services to tenants and exhibitors, upon the following terms and conditions, and on a non-exclusive basis.

2. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2008, through June 30, 2009, unless terminated sooner as set forth in Paragraph 13 below. ANAHEIM shall have the option, in its sole discretion, to renew this Agreement for four (4) additional one-year terms, upon
providing CONTRACTOR no less than thirty (30) days notice of its intent to exercise such
option. The ANAHEIM Executive Director of Convention, Sports & Entertainment shall have
the authority to exercise ANAHEIM's option to renew the Agreement as provided herein.

3. **COMPENSATION**

In consideration for the use of the present designated gas storage area at the
Convention Center, and for being permitted to enter the premises of the Convention Center to
provide CONTRACTOR'S services to tenants of CITY, CONTRACTOR agrees to pay to CITY
an amount equal to fifteen percent (15%) of the gross amount billed by CONTRACTOR for
propane gas services in the Convention Center to any other party utilizing of working within the
Convention Center, whether billed by CONTRACTOR or any other person or entity on
CONTRACTOR's behalf.

CONTRACTOR shall pay ANAHEIM all percentages due quarterly within thirty
(30) days after the end of the quarter in which such billings for propane gas services from
CONTRACTOR's facilities in the Convention Center occurred. If payment is not remitted to
ANAHEIM within this period, CONTRACTOR agrees to pay interest on any amounts not paid
in the amount of one percent (1%) per month, twelve percent (12%) per annum.

In the event that percentages or commissions due ANAHEIM are not paid within
ninety (90) days after the end of the quarter in which the billings for propane sales from
CONTRACTOR's Convention Center facilities were initially rendered, CONTRACTOR agrees
and understands that CONTRACTOR will be in default of its right to use the property of the
Convention Center and shall be disqualified and prohibited from performing any services within
the Convention Center. CONTRACTOR shall upon such default immediately and at its own
expense remove all its property and facilities from the property of the Convention Center until
such time as full payment has been made.

Upon payment of its obligations hereunder as rent therefor, CONTRACTOR
shall continue to occupy its presently existing gas storage facility. CONTRACTOR
acknowledges that it is solely responsible for the maintenance and operation of its gas service

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facility on the grounds of the Convention Center and that such facility is fully included within
the scope of the indemnity and insurance provisions of this Agreement.

4. **RATE SCHEDULES**

CONTRACTOR agrees to provide ANAHEIM with a copy of the service order
form that is applicable to each event at which CONTRACTOR provides its services. The
service order form is to be mailed or delivered to the Convention Center’s accounting office.

5. **AUDIT**

ANAHEIM reserves the right to audit and to examine any cost, revenue,
payment, charges, claim, other record, or supporting documentation resulting from any items set
forth in this Agreement. Any such audit(s) shall be undertaken by ANAHEIM or its
representative(s) at reasonable times and in conformance with generally accepted auditing
standards. ANAHEIM’s right to audit shall include the right to contact third parties to confirm
entries in CONTRACTOR’s supporting documentation. CONTRACTOR agrees to fully
cooperate with any such audits and shall make office and support facilities available to
ANAHEIM’s representatives as may be reasonably necessary to complete any such audits and
inspections.

This right to audit shall extend during the length of this Agreement and for a
period of five (5) years following the date of final payment under this Agreement.

CONTRACTOR agrees to retain all necessary records and documentation for the entire length
of this audit period.

CONTRACTOR will be notified in writing of any exception taken as a result of
an audit. Any adjustments and/or payments which must be made as a result of any such audit or
inspection of CONTRACTOR’s records shall be made within thirty (30) days from presentation
of ANAHEIM’s finding to CONTRACTOR. If CONTRACTOR fails to make such payment,
CONTRACTOR agrees to pay interest on any amounts not paid accruing monthly at a rate of
twelve percent (12%) per annum. Interest will be computed from the date of written notification
of exception(s) to the date CONTRACTOR reimburses ANAHEIM for any exception(s). If an
audit inspection or examination in accordance with this Paragraph discloses overcharges and/or
underpayment (of any nature) by CONTRACTOR to ANAHEIM in excess of one percent (1%) of the total billings, the actual cost of ANAHEIM’s audit shall be reimbursed to ANAHEIM by CONTRACTOR.

6. **INDEMNIFICATION**

   CONTRACTOR agrees to indemnify, defend (at ANAHEIM’s option) and hold harmless ANAHEIM, the Community Center Authority, and the Anaheim Union High School District, and their respective officials, officers, agents, employees, representatives and volunteers (also referred to herein as “INDEMNIFIED PARTIES”) from and against any and all claims, demands, defense costs, actions, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR’s (or CONTRACTOR’s subcontractors, if any) activities, performance or failure to perform, under the terms of this Agreement, except those which arise out of the sole negligence, willful misconduct, or intentional acts of one or more of the INDEMNIFIED PARTIES.

7. **INSURANCE**

   Without limiting ANAHEIM’s, the Community Center Authority’s or the Anaheim Union High School District’s right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

   - Workers’ Compensation Insurance as required by California statutes;
   - Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage (if applicable) and Independent Contractors’ Liability (if applicable), in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
   - Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos, in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
ANAHEIM’s Risk Manager is hereby authorized to reduce the requirements set forth above in the event he determines that such reduction is in ANAHEIM’s best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

“This insurance shall not be cancelled, limited in scope or coverage, or non-renewed until after thirty (30) days’ prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805.”

“It is agreed that any insurance maintained by the City of Anaheim shall apply in excess of and not contribute with insurance provided by this policy.”

Each insurance policy required by this Agreement, excepting policies for workers’ compensation and professional liability, shall contain the following clause:

“The City of Anaheim, the Community Center Authority, and the Anaheim Unified High School District, and their respective officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Anaheim.”

Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to ANAHEIM endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signator’s company affiliation and title. Should it be deemed necessary by ANAHEIM, it shall be CONTRACTOR’s responsibility to see that ANAHEIM receives documentation acceptable to ANAHEIM which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
In addition to any other remedies ANAHEIM may have if CONTRACTOR fails
to provide or maintain any insurance policies or policy endorsements to the extent and within
the time herein required, ANAHEIM may, at its sole option:

A. Obtain such insurance and deduct and retain the amount of the premiums for such
insurance from any sums due under the Agreement;

B. Order CONTRACTOR to stop work under this Agreement and/or withhold any
payment(s) which become due to CONTRACTOR hereunder until
CONTRACTOR demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other
remedies ANAHEIM may have and is not the exclusive remedy for CONTRACTOR’s failure to
maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to
which CONTRACTOR may be held responsible for payments of damages to persons or property
resulting from CONTRACTOR’s or its subcontractor’s performance of the work covered under
this Agreement.

8. ENTIRE AGREEMENT/MODIFICATIONS

This writing constitutes the entire agreement between the parties with respect to
the subject matter hereof, and supersedes all oral or written representations or written
agreements which may have been entered into between the parties.

ANAHEIM may modify any or all provisions in this Agreement by providing
CONTRACTOR with sixty (60) days written notice stating the proposed modification and its
effective date. Such modification(s) shall take effect on the date stated in the notice unless
CONTRACTOR notifies ANAHEIM, in writing, within the sixty (60) days, of its objection to
the modifications(s). If CONTRACTOR gives such notice, ANAHEIM reserves the right to
withdraw the modification(s) or terminate this Agreement on the date stated in its original
notice.

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9. ASSIGNMENT

Neither CONTRACTOR nor ANAHEIM may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions which are equivalent from an economic point of view to replace any provision which is determined to be invalid.

11. COMPLIANCE WITH LAWS

In the performance of this Agreement and the maintenance of its propane gas facility on the property of the Convention Center, CONTRACTOR shall abide by and conform to any and all applicable laws of the United States, the State of California and the City Charter and Ordinances of ANAHEIM.

CONTRACTOR shall secure and maintain, and require any subcontractors to secure and maintain, necessary business licenses from ANAHEIM.

12. NO WAIVER

No waiver or failure to exercise any right, option or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option or privilege on any other occasion.

13. TERMINATION

Either ANAHEIM or CONTRACTOR may terminate this Agreement upon giving the other party at least thirty (30) days’ prior written notice; provided, however, that the indemnification provisions shall survive any such termination.
14. INDEPENDENT CONTRACTOR

CONTRACTOR is at all times an independent contractor pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of ANAHEIM.

15. NO THIRD PARTY RIGHTS

The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

16. NOTICES

Notices and communication concerning this Agreement shall be sent to the following addresses:

ANAHEIM
City of Anaheim
Attention: City Clerk
200 S. Anaheim Boulevard
Anaheim, CA 92805

CONTRACTOR
Ferrellgas, L.P.
Attn: Legal Dept. -- #20
One Liberty Plaza
Liberty, Mo 64068
Fax: 816-792-7985

Either party may, by notice to the other party, change the address specified above.

Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the U.S. mail.

17. AUTHORITY

CONTRACTOR and CONTRACTOR's signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF ANAHEIM,
a municipal corporation

By__________________________ Mayor

DATE OF EXECUTION:

______________________________

ATTEST:

______________________________ City Clerk
"ANAHEIM"

FERRELLGAS, L.P., a Delaware limited partnership

DATE OF EXECUTION:

______________________________

By____________________________

Printed Name: ____________________
Title____________________________
"CONTRACTOR"

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY

By____________________________
Cristina L. Talley
Senior Assistant City Attorney

Date__________________________

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