Commercial Fueling 24/7
A ValleyEnergy COMPANY

115 EAST MAIN STREET • PURCELLVILLE, VA 20132 • 540-338-0930 • CELL: 571-233-8787 • FAX: 540-338-2115

CARDLOCK USE AGREEMENT

This agreement made this _____ day of _____ , 20 _____ between COMMERCIAL FUELING 24/7,

hereinafter called CF, and _____ hereinafter called USER.

1) **RULES/REGULATIONS:** USER represents to CF that USER has been instructed in the safe and proper use of CF's dispensing facilities and has been familiarized with the location and function of the emergency equipment provided by CF. USER also represents to CF that all of USER's employees and agents who use CF's equipment will be properly trained on the use of said equipment and will have the opportunity to view the CFN Cardlock Safety/System Training Video provided to USER by CF. Further, USER and all of USER's employees and agents will comply with the following:
   a. Smoking is prohibited on site.
   b. Dispensing fuel into any container not approved by the Fire Marshal is prohibited.
   c. Fueling vehicles with pilot lights operating is prohibited.
   d. Engines must be turned off before fueling.
   e. No cell phones

   USER agrees to defend, indemnify and hold CF free and harmless from any and all claims, actions, losses, damages, injuries, liabilities and costs (including attorney's fees) resulting from negligence or misuse of CF's property and equipment by USER or USER's employees or agents.

2) **TRANSACTION CHARGES:** USER hereby accepts the obligation and responsibility for payment for all charges registered to cardlock access cards issued to USER. USER is liable for any and all transactions made on a lost or stolen card for up to 24 hours for CF owned sites and up to 48 hours network wide after CF has been notified that the card is lost or stolen. Notification may be made verbally, but must be confirmed in writing and received by CF at 115 East Main Street, Purcellville, Virginia 20132. WARNING: Personal Identification code numbers (P.I.N.) should not be kept with the fueling card at any time.

3) **ACTIVATING WRONG PUMP:** Should USER, USER's employees and/or agents activate the wrong fueling pump, USER agrees to clear the pump before proceeding. USER agrees to be responsible for any fuel that is dispensed as the result of not clearing the pump that was activated in error.

4) **COMMERCIAL ACCOUNTS:** USER represents that all fuel purchased will be used for commercial business purposes only, and not consumer purposes.

5) **ANNUAL MAINTENANCE FEE:** A $25.00 account maintenance fee will be assessed to USER's account on each anniversary date if their fuel volume for the previous year is less than 600 gallons. Replacement cards will be billed at $1.00.

6) **LOCKED OUT ACCOUNTS:** If USER's account is locked out for reason of delinquency, all monies plus a Reactivation Fee of $25.00 must be paid before the account will be reactivated. CF reserves the right to refuse to reactivate past due accounts. If USER's account must be referred to collection, USER agrees to pay collection cost and attorney's fees incurred by CF.

7) **FUEL PRICES:** USER understands that CF fuel prices are not displayed on any pump at the time of fueling, but are available by calling the CF office. Prices quoted at other fueling facilities are not guarenteed. Prices are set on account basis and may differ from receipt at time of sale.

8) **FUEL DISCOUNTS:** USER understands that fuel discounts may only be taken if the invoice is paid within 10 days of the invoice date.

9) **AGREEMENT TERMS:** Terms of this agreement are subject to change upon written notice by CF to USER. If USER uses any cards after receipt of such notice, then USER's consent to the changed terms shall be implied.

10) **CARD CHANGE AUTHORIZATION:** Person who can authorize card changes? _____

Comments/Special Requests: _____

_____

_____

USER: _____ DATE: _____
Company

BY: _____ BY: _____
Print Name and Title Authorized Signature

CFN

24 HOUR ACCESS • DIESEL FUEL (on and off road) • GASOLINE