

# CFN/FLEETWIDE FUELING AGREEMENT

In consideration of opening a Commercial Fueling Network (CFN/FLEETWIDE) account, Sellers Petroleum, Inc., hereafter referred to as SUPPLIER, and \_\_\_\_\_, hereafter referred to as USER, the parties have entered into this agreement as follows:

1. USER acknowledges that all cards received for CFN/FLEETWIDE network fueling issued by SUPPLIER are for use only by the person(s) or business named on the account for the purchase of gasoline, diesel, or other authorized products.
2. This access card is not a credit card. Therefore the federal \$50.00 liability limit for credit cards will not apply to the CFN/FLEETWIDE access cards.
3. USER agrees to be bound by all terms and conditions of this CFN /FLEETWIDE agreement and agree to allow SUPPLIER to undertake credit investigations as needed prior to issuance of CFN/FLEETWIDE access cards.
4. User agrees to follow all posted and attached instructions for the fueling of vehicles, and will comply with all posted safety procedures
5. USER agrees to comply with all local, State and Federal laws or regulations for the fueling of their vehicles or equipment.
6. USER shall be responsible for all fuel taxes as required by Local, State and Federal agencies.
7. Payment will be due on demand and if no demand then within terms as shown on your invoices. Invoices will be issued semi-monthly. A service charge of one and one-half percent (1.5%) per month will be charged against all past due accounts.
8. USER shall be responsible for all transactions incurred through the use of CFN/FLEETWIDE cards issued to the USER.
9. USER assumes responsibility to protect access cards and security codes issued by SUPPLIER. Do NOT put security codes on or near your cards. USER is solely responsible for monitoring card usage.
10. USER agrees to assume complete financial responsibility for all transactions completed through the use of any card issued through the FLEETWIDE/CFN account number(s) assigned to USER by SUPPLIER.
11. USER may de-activate their cards or account by contacting SUPPLIER and sending written notice to Sellers Petroleum 821 Pacific Ave. Yuma, AZ 85364.
12. USER agrees to promptly notify SUPPLIER upon the loss or theft of any card, fraudulent use of any card or any other unauthorized misuse of cards issued to USER.
13. In case of loss, theft, or any other unauthorized misuse of cards issued to USER, USER shall be responsible for purchases made with said cards(s), whether due to misuse or unauthorized use for up to one (1) business day from the time USER notifies SUPPLIER in writing or email of said loss, theft, or misuse or unauthorized use.
14. If there is any change in the ownership of USER or if substantially all of the assets of the USER are sold, USER shall promptly notify SUPPLIER of such change and SUPPLIER shall have a lien on the proceeds of the outstanding sums owing to SUPPLIER.
15. USER represents that those persons using the Cardlock facilities have read the enclosed safety regulations and are aware of the rules which must be strictly obeyed while operating said facilities.
16. USER agrees to indemnify and hold SUPPLIER harmless from any and all claims and costs, including, but not limited to those for bodily harm and property damage occasioned by the negligence or misuse of the facilities by USER or those using the facilities with cards delivered to USER hereunder.
17. USER shall hold harmless and defend SUPPLIER against all liabilities in connection with the CFN/FLEETWIDE network.
18. USER assumes full financial responsibility for any environmental cleanup caused by a user violation of the enclosed safety regulations or on-site posted safety procedures.
19. Any litigation between the parties shall be brought before the courts of Yuma County, Arizona.

USER, hereby certifies that he/she has read and fully understands and accepts the terms and conditions of this agreement.

Owner/Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name : \_\_\_\_\_ Title: \_\_\_\_\_

**The following individuals are authorized to make changes to card parameters and order cards on this account and will remain in effect unless you send a written notification of the change.**

Name : \_\_\_\_\_ Phone: \_\_\_\_\_

Name : \_\_\_\_\_ Phone: \_\_\_\_\_

Name : \_\_\_\_\_ Phone: \_\_\_\_\_

CREDIT DEPARTMENT USE ONLY Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

## **SAFETY REGULATIONS FOR AUTOMATED FUEL SYSTEMS**

Gasoline is a volatile product, and requires certain minimum safety standards. Some of these are established by federal, state and local fire hazard laws; others are simply good common sense safety precautions. These are not all inclusive. Please have each user utilize good judgment when on our premises.

### **THESE RULES ARE IMPORTANT AND SHOULD BE FOLLOWED CAREFULLY**

1. Do NOT smoke around gasoline
2. Fumes in a wide surface area of gasoline are much more dangerous than a closed tank of gasoline. Try to avoid spilling gasoline on the ground. If you have a spill, please call Toro Petroleum immediately.
3. No nozzle should be left unobserved enduring the fueling operations. The operator should be alert at all times to remove the nozzle, or shut off the pump.
4. In case of fire or spill or other emergency, push the emergency stop button located near the diesel or gasoline island.
5. A fire extinguisher in a box with a glass door has been installed near the pump island. In case of fire please break the glass for access to the extinguisher.
6. Please do not over fill your tank. In warm weather if a tank is filled to the top and left standing, the gasoline will expand and spill out on the ground thereby creating a serious fire hazard, especially if this happens in your garage where fumes can gather.
7. It is illegal to fill glass or plastic containers with gasoline. Use only metal cans painted red with "GASOLINE" printed on them and good tight sealing lids for storage of gasoline.
8. Do not operate your cell phone within 20' of gasoline.
9. Do not operate your engine during fueling. A spark can cause an explosion.
10. Please report anyone not obeying safety guidelines.