

Cardlock Use Agreement

This agreement made on _____ between Greg's Petroleum Service Inc., hereinafter called GREG'S and _____, hereinafter called **USER**.
Company Name

1. **RULES/REGULATIONS: USER** represents to **GREG'S** that **USER** has been instructed in the safe and proper use of **GREG'S** equipment. **USER** also represents to **GREG'S** that all of **USER's** employees and agents who use **GREG'S** equipment will be properly trained in the use of said equipment and will have the opportunity to view the CFN Cardlock Safety/System Training Video provided to **USER** by **GREG'S**. **USER** agrees to defend, indemnify and hold **GREG'S** free and harmless from any claims, action, losses, damages, injuries, liabilities and cost (including attorney's/legal fees) resulting from negligence or misuse of **GREG'S** property and equipment by **USER** and **USER'S** employees or agents.
 - a. **USER** and **USER's** employees and agents will comply with the following:
 - i. Smoking is prohibited within **50 feet** of dispensers.
 - ii. Dispensing fuel into any container not approved by the Fire Marshal is prohibited.
 - iii. Fueling vehicles with pilot lights operating is prohibited.
 - iv. Engines must be turned off before fueling.
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 all transactions made on a lost or stolen card for up to 24 hours for **GREG'S** owned sites and up to 48 hours network wide after **GREG'S** has been notified that the card has been lost or stolen. Notification may be made verbally but must be confirmed in writing and received by **GREG'S** at P.O. BOX 307, Delano, CA 93216.
3. **CARD ORDER: GREG's** may recommend card/driver limitations, restrictions, labeling procedure, and delivery method of cards. **USER** automatically forfeits eligibility for fraud or theft coverage if **USER** chooses not to follow the recommendations given.
4. **ACTIVATING THE WRONG PUMP:** Should **USER**, **USER's** employee, or agent activate the wrong fuel pump, **USER** agrees to clear the pump before proceeding. **USER** agrees to be responsible for any fuels as the result of not clearing the pump that was activated in error.
5. **COMMERCIAL ACCOUNTS: USER** represents that all fuel purchased will be for commercial business purpose only, and not consumer purpose.
6. **LOCKED OUT ACCOUNTS:** If **USER's** account is locked out for reason of delinquency, all monies plus a reactivation fee of \$25 must be paid before the account is reactivated. **GREG'S** reserves the right to refuse to reactivate any account that has been locked out due to delinquency. If **USER's** account must be referred to collections, **USER** agrees to pay collection cost and attorney's fees incurred by **GREG'S**.
7. **FUEL PRICES: USER** understands that **GREG'S** fuel prices are not displayed on any pump at the time of fueling.

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

9. **CARD CHANGE AUTHORIZATION:** Person authorized to order and/or change cards:

Name and phone#: _____

Comments: _____

USER: _____

Company Name

Date: _____

By: _____

Print name and Title

By: _____

Signature