Greg's Petroleum Service Inc.
Cardlock Use Agreement

This agreement made on _____between Greg's Petroleum Service Inc., hereinafter called Greg's and _____, hereinafter called **USER**.

1.) **RULES/ REGUALTIONS:** **USER** represents to **GREG'S** that **USER** has been instructed in the safe and proper use of **GREG'S**. **USER** also represents to **GREG'S** that all of **USER's** employees and agents who use **GREG'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 **GREG'S**. Further, **USER's** employees and agents will comply with the following
   - **A.** Smoking is prohibited within 50 feet of dispensers.
   - **B.** Dispensing fuel into any container not approved by the Fire Marshal is prohibited.
   - **C.** Fueling vehicles with pilot lights operating in prohibited.
   - **D.** Engines must be turned off before fueling.

   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 fees) resulting from negligence or misuse of **GREG'S** property and equipment by **USER** and 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 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 PO BOX 307, Delano, Ca 93216. **WARNING: Personal Identification Number (P.I.N) should not be kept with the cards at any time.**

3.) **ACTIVATION WRONG PUMP:** Should **USER**, **USER'S** employee or agent activate the wrong fueling 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.

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

5.) **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 will be reactivated. **GREG'S** reserves the right to refuse to reactivate past due accounts. If **USER's** account must be referred to collections, **USER** agrees to pay collection cost and attorney's fees incurred by **GREG'S**

6.) **FUEL PRICES:** **USER** understands that **GREG'S** fuel prices are not displayed on any pump at the time of fueling.

7.) **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.

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

Comments: _____

_____

USER:_____ **DATE**_____

COMPANY

BY:_____ **BY**:_____

PRINT NAME AND TITLE **SIGNATURE**