

CENTRAL PETROLEUM SERVICES, INC.

COMMERCIAL FUELING NETWORK - CFN

FUEL CARD AGREEMENT

This Fuel Card Agreement applies to any charge card issued by Central Petroleum Services, Inc., for purchase of petroleum products through the Commercial Fueling Network (CFN). The Cardholder agrees to be bound by the following terms, conditions, and disclosures.

1. The Card is the property of Central Petroleum Services, Inc. It is not transferable. The card shall be surrendered to Central Petroleum or its representative upon demand.
2. The Card may only be used at facilities operated through the Commercial Fueling Network.
3. Cardholder agrees not to exceed the charge limit of \$ _____ for the purchase of goods through the Commercial Fueling Network in any one month. Cardholder promises and agrees to pay to Central Petroleum Services, Inc. the full amount of all purchases of goods immediately upon billing by Central Petroleum. No credit is extended through the issuance of this card and all sums billed are immediately due and payable. Any bill not paid within 12 days of its issuance will be considered overdue. Cardholder will be charged at LATE CHARGE, of 1% SEMI-MONTHLY on any overdue balance. This late charge is equivalent to an ANNUAL PERCENTAGE RATE of 24% on any overdue balance. Such late charges will be imposed on any overdue amount whether the amount is within or exceeds the above mentioned charge limit.
4. If any card is lost or stolen, Cardholder shall notified Central Petroleum promptly of any such loss or theft. Central Petroleum shall not be liable for the unauthorized use which occurs after you notify Central Petroleum, PO Box 5684, Bend, Oregon 97708, (541) 382-3961 orally, or in writing, of loss, theft or possible unauthorized use.
5. This agreement may be amended by Central Petroleum from time to time upon written notice to Cardholder. Cardholder's failure to terminate this agreement within 15 days of such written notice shall constitute Cardholder's agreement to such amendment.
6. Central Petroleum may revoke the card at any time. Either Central Petroleum or Cardholder may terminate this agreement upon notice to the other. Termination shall be effective on the date Central Petroleum mails such notice of termination, or upon receipt by Central Petroleum of Cardholder's notice of termination and receipt of card, unless the card is lost or stolen. Notwithstanding termination, the provisions of this agreement and all other agreements with Central Petroleum shall remain in full force and effect with respect to any outstanding balance of Cardholder's account and any other matter relating to Cardholder's obligations under this agreement. In the event either party seeks to terminate this agreement, the entire amount of Cardholder's obligations to Central Petroleum shall become immediately due and payable.
7. Cardholder agrees to pay all costs of collection, including reasonable attorney's fees, whether at trial or on appeal, and whether or not suit is brought, incurred by Central Petroleum to collect any amounts owed to Central Petroleum by use of the card. Cardholder further consents to jurisdiction of the courts located in Deschutes County, Oregon for the resolution of any such dispute related to this agreement or for the collection of any overdue amount.
8. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall then be construed and enforced in accordance with the remaining provisions hereof.
9. Forbearance by Central Petroleum to exercise any rights herein reserved or granted to it in any instance shall not be deemed a release or waiver of such right.
10. Cardholder agrees to a \$5.00 processing fee paid to Central Petroleum for each charge card issued. This fee will cover replacement cards due to normal wear and tear; a new \$5.00 charge will be incurred in the replacement of a lost or stolen card.

ACCOUNT NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PRINT NAME AND TITLE: _____