



# UNATTENDED FUELING AGREEMENT

P.O. Box 401 • 1515 South River Road • West Sacramento, CA 95691 • Phone (916)371-2570 • Fax (916)371-0635

In consideration of the opening of a Pacific Pride/COMDATA/Commercial Fueling Network(CFN)/FleetCor/Ramos Oil Co., Inc. account hereafter referred to as SUPPLIER, and \_\_\_\_\_ hereafter referred to as USER, the parties have entered into this agreement as follows:

1. **USER acknowledges that Security Profiles, found on the SUPPLIER website, for automating hard and soft card-use restrictions where applicable, including hours, days of the week, and number of gallons, have been explained in detail and understands the risks if the Security Profiles are not used.** Hard controls are not available at all sites.
2. USER certifies that all employees and/or agents using a card issued in the name of USER will be taught proper safety regulations to ensure safe operation at all fueling locations. USER and Guarantors will indemnify and hold SUPPLIER, its officers, directors and shareholders, landlords, tenants and agents harmless from any liability, claims and costs, including but not limited to, those for bodily injury and property damage that may be caused in whole or in part using access cards by the USER or those using the access cards delivered to the USER hereunder.
3. USER hereby accepts the obligation and responsibility for payment for all fuel registered through the Pacific Pride/COMDATA CFN/FC/ROCI account number(s) assigned to USER by SUPPLIER. USER will notify SUPPLIER of any loss or stolen card immediately upon determination that a Pacific Pride/COMDATA/CFN/FC/ROCI Card has been lost or stolen. In case of a lost or stolen card, USER shall be responsible for Purchases made by said card(s) for up to 24 hours from time USER notifies SUPPLIER.
4. This Agreement may be cancelled upon 24-hour written notice by SUPPLIER or USER. Should USER cancel account, all monies due will be paid within ten (10) days of such cancellation. USER understands and agrees that his/her right to the Pacific Pride/COMDATA/CFN/FC/ROCI account may not be assigned.
5. It is understood and agreed between the parties that fueling cards are issued solely for the business of USER, as an accommodation to USER. USER accepts any and all liability arising or resulting from misuse, unauthorized use, loss or theft of any fueling card resulting in access to the Fueling System. USER understands that the rights conferred herein allow USER to access and use of products on private premises not open to the general public and in consideration for the duties of USER under this agreement.
6. Payment will be due on demand and if no demand then net fifteen (15) days from date of invoice. Invoices will be issued three (3) times monthly. Payment by invoice will be made according to the terms and due dates shown on each invoice. A service charge of one and one-half percent (1 ½ %) per month will be charged against all past due accounts.
7. In the event of a breach of any of the terms of this or any other agreement between SUPPLIER and USER including, but not limited to, USER'S failure to pay sums owing to SUPPLIER when due, USER agrees to pay, in addition to said sums due, reasonable attorney's fees and costs incurred in the enforcement of SUPPLIER'S rights. If USER is other than a natural person, the individual signing this agreement personally guarantees USER'S payment to SUPPLIER of all charges made by USER and performance by USER of all terms of this Agreement. This Agreement shall not be binding until accepted in writing by an authorized agent of SUPPLIER. Venue for purposes of the enforcement of any obligations incurred hereunder shall be Yolo County, California.
8. USER certifies that a Health and Safety Program is in place and meets CAL OSHA requirements and specifically addresses Health and Safety rules of unattended fueling as part of the program.

## EFT Authorization

USER hereby authorizes SUPPLIER to debit the account below for settlement purposes for products and services USER purchases from SUPPLIER. USER understands and agrees that USER'S account will be debited 15 calendar days (or next business day if it falls on a legal holiday) after invoicing of the cardlock purchases. These invoices are sent on the **10<sup>th</sup>, 20<sup>th</sup> and last day of each calendar month**. All other SUPPLIER billings will be debited by SUPPLIER based on the terms extended to USER by SUPPLIER.

SUPPLIER may terminate this agreement, with or without cause, by giving USER 30 days prior written notice.

I understand this agreement is to remain in full force and effect until SUPPLIER has received a 30-day written notification of termination.

**Bank Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**ABA #:** \_\_\_\_\_ **Account #:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Contact:** \_\_\_\_\_ **Billing Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Invoice Option:** Email  Mail

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

### COMDATA/CFNnet Site Authorization

Pacific Pride/COMDATA/CFN/FleetCor and SUPPLIER COMDATA/CFNnet sites (i.e., retail locations) do not provide the security features as in gallon limits, time of day, product restrictions, and transaction limits as well as non-fuel purchases as does a regular Pacific Pride/COMDATA/CFN site.

This notice will serve as authorization to SUPPLIER to activate USER'S Pacific Pride/COMDATA/CFN cards for purchases at COMDATA/CFNnet sites. Yes  No

### COMDATA/CFN Internet Account Management Request

Please print the name(s) of personnel authorized to access COMDATA/CFN's Internet Account Management update capabilities.

AUTHORIZED PERSONNEL	E-MAIL ADDRESS	PASSWORD-(minimum 6 characters)

By signing below USER releases Pacific Pride/COMDATA/CFN/FleetCor and SUPPLIER from any liability for any dispute or charges from transactions related to the validation or invalidation of cards, accounts, or profiles via the internet. USER agrees that any changes or deletions to the list of authorized personnel will be provided to SUPPLIER in writing.

**PLEASE SELECT ONE:**

- I would like someone to contact me regarding internet training.
- I decline internet training, but please send me instructions.

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

\_\_\_\_\_ DATED \_\_\_\_\_  
USER

BY: \_\_\_\_\_  
(NAME AND TITLE)

ACCEPTED:  
RAMOS OIL CO., INC.

BY: \_\_\_\_\_ DATED \_\_\_\_\_