



SILVAS OIL COMPANY CARDLOCK USE AGREEMENT

ACCOUNT # _____

This agreement made this _____ day of _____, 20_____

Between SILVAS OIL COMPANY, INC. and _____ (hereinafter called USER). USER represents to SILVAS OIL CO. that USER and all USER'S employees and agents who would use SILVAS OIL CO. property and equipment have been instructed in the safe and proper use of SILVAS OIL CO.'s fuel dispensing facilities and have been familiarized with the location and function of the emergency equipment provided by SILVAS OIL CO. Further, USER and all of USER's employees and agents will comply with the following rules and regulations:

- 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 is prohibited.
- d. Engines must be turned off before fueling.

USER agrees to defend, indemnify and hold SILVAS OIL COMPANY, INC. free and harmless from any and all claims, actions, losses, damages, injuries, liabilities and costs (including attorney's fees) resulting from negligence or misuse of SILVAS OIL CO.'s property and equipment by USER or USER's employees and agents.

USER hereby accepts the obligation and responsibility for payment of all charges registered to cardlock access cards issued to USER. Should any of the cards issued to USER be lost or stolen, USER shall remain liable for all charges incurred after such loss or theft until SILVAS OIL CO. is notified. Notification may be made verbally at: 559.233.5171, but must be confirmed in writing within 24 hours and received by SILVAS OIL CO., P.O. Box 1048, FRESNO, CA 93714-1048, Attn: CARDLOCK DEPARTMENT.

Should USER activate the wrong pump, USER agrees to clear, as well as shut pump off before proceeding with the correct pump.

If USER's account is locked out for reason of delinquency, all monies owed plus a reactivation fee of \$25.00 must be paid before the account will be reactivated. SILVAS OIL CO. reserves the right to refuse to reactivate past due accounts. If USER's account must be referred to collection, USER agrees to pay collection costs and attorney's fees incurred by SILVAS OIL CO.

USER agrees to a \$5.00 charge for each replacement of a lost or stolen card, a charge of \$1.50 for all additional cards or card modifications, including but not limited to locking and unlocking cards.

USER agrees to keep pin numbers separate from all cards issued. SILVAS OIL CO. is not responsible for any fuel obtained on a lost or stolen card.

USER agrees to destroy and dispose of old card(s) when remakes are requested.

Any of the terms in this agreement are subject to change upon written notice by SILVAS OIL CO. to user. If USER uses any cards after receipt of such notice, then USER's consent to such terms shall be implied.

USER: _____
Company Name

DATE: _____

BY: _____

BY: _____