



CARDLOCK ACCOUNT INFORMATION SHEET & AGREEMENT

BUSINESS INFORMATION				
Company Name:				
Registered Address:				
Mailing Address (if different):				
CONTACT PERSON INFORMATION				
Name:		Title:		Phone:
<p>We will need the following information to custom tailor your Cardlock Cards for your company.</p> <p>Cardlock Cards are issued by Name for each Cardlock Card (Driver, Truck Name or Truck Number, etc.). A Four digit personal identification number ("PIN") is required for each card and must be selected by Purchaser. The PIN for each Cardlock Card issued to Purchaser must be different and cannot start with 00. Cardlock Cards (at Purchaser's request) can be coded with restrictions on an individual basis by: (i) allowed product purchases (i.e. Gas, On Road Diesel, Off Road Diesel or Rec90 Gas), (ii) gallons per day, (iii) transaction per day, (iv) per fill limit in gallons, and/or (v) hours allowed to fuel. Odometer readings are required at time of fueling where drivers must enter their odometer reading each time.</p> <p>If you need more information on these items, please contact Jamie Gibson at (561) 848-1061 extension 701.</p>				
CARD INFORMATION				
	CARD 1	CARD 2	CARD 3	CARD 4
CARD NAME:				
PIN #:				
Product Type:				
Restrictions (if any):				

Please attach an additional sheet if more Cardlock Cards are required.

Cardlock Card invoices can be emailed to you Weekly _____ Bi-Weekly _____ or Monthly _____ [Please check one].

Payments for Invoices are due on the tenth (10th) day of the month. Please provide an Email Address to send invoices to:

EMAIL ADDRESS: _____

TERMS OF CARDLOCK USE

1. Purchaser bears responsibility for all Cardlock Cards that are issued to Purchaser. Purchaser shall be responsible for all purchases by Purchaser or any other person using Cardlock Cards issued to Purchaser, regardless of whether such use by any other person is unauthorized or fraudulent.
2. Purchaser shall use the cardlock system and the Cardlock Cards only as permitted herein and shall comply with all rules, regulations, and guidelines as prescribed from time to time by POC.
3. If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold or assigned, Purchaser shall promptly notify POC of such sale/assignment and POC shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale/assignment to secure payment of all outstanding sums owing to POC.
4. Cardlock Cards shall remain the property of POC. Purchaser is granted a license to use the Cardlock Cards.
5. Purchaser represents that it and any person(s) using the Cardlock Cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the all regulations and laws (including the local Fire Code) in the handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold POC harmless from any claims and costs including, but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with Cardlock Cards delivered to Purchaser hereunder.
6. POC shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however, POC shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the Cardlock Cards delivered to Purchaser shall promptly notify POC of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
7. The Purchaser agrees that it shall have 10 days from the date contained in their invoice of charges to dispute any charge(s) noted within the invoice.
8. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with POC. POC retains the right to suspend or terminate Purchaser's rights to use the Cardlock Cards and the cardlock system, at any time. Upon termination, Purchaser agrees to immediately surrender all Cardlock Cards issued to Purchaser and to immediately pay all outstanding sums owing to POC. POC shall refund any deposit to Purchaser once all Cardlock Cards have been surrendered to POC and all amounts owing to POC have been paid in full.
9. All terms and conditions of this Agreement and Guaranty (below) are intended to cover Purchaser's account as well as all Purchasers' branch accounts with POC whether set up now or in the future.
10. Purchaser acknowledges and agrees that it shall immediately report to Purchaser (in writing) any lost or stolen Cardlock Cards. Lost and missing Cardlock Cards remain active until such time as POC receives and processes written notification from Purchaser, and the Purchaser remains responsible for any charges up to the time when POC receives and processes such written notice.
11. Purchaser shall pay all sums due for goods or services provided by POC within ten (10) days of delivery of an invoice therefor.
12. In the event that the Purchaser fails or refuses to comply with its obligations under this Agreement, POC shall be entitled to recover all costs (including pre-suit costs) associated with the enforcement of this Agreement, including reasonable attorney's fees and all costs (including but not limited to statutory costs) which may be awarded at the trial court or appellate levels as well as bankruptcy proceedings. POC shall be entitled to recover reasonable attorney's fees and all costs associated with proving both entitlement and amount of attorney's fees and costs. If suit is necessary, venue shall be only in Palm Beach County. In the event of nonpayment, Purchaser acknowledges that POC may have the right to file a lien on property made suitable for the construction of improvements pursuant to chapter 713, Florida statutes. Balances which are outstanding for more than 30 days after delivery of an invoice therefore may incur a late charge of the greater of 1.5% per month or \$25.00 per month.

By signature hereof, the undersigned agrees to the terms set forth above, and the undersigned represents that he/she is authorized to execute this Agreement on behalf of the Purchaser.

Dated this: _____ day of _____ 20_____.

PURCHASER NAME: _____

SIGNATURE: _____

TITLE: _____

