



**CARDLOCK USE AGREEMENT (Required For Cardlock Accounts Only)**

This agreement, made \_\_\_\_\_, (Date) between J.E. DeWitt, Incorporated hereinafter called "VENDOR" and \_\_\_\_\_ (Company) hereinafter called "USER". USER represents to VENDOR that USER and all of USER's employees and agents who would use VENDOR's property and equipment have been instructed in the safe and proper use of VENDOR's fuel dispensing facilities and are familiar with the location and function of the emergency equipment provided by VENDOR. USER and USER's employees and agents will comply with the posted rules and regulations including the following prohibitions.

- *Smoking is prohibited within 50 feet of fuel dispensers*
- *Dispensing fuel into containers not approved by the Fire Marshall is prohibited*
- *Fueling of vehicles with an operating pilot light is prohibited.*
- *Fueling of vehicles with the engine running is prohibited.*
- *Leaving a vehicle unattended while fueling is prohibited.*

USER will defend, indemnify and hold VENDOR free and harmless from all claims, actions, losses, damages, injuries, liabilities and costs (including attorney's fees) resulting from negligence or misuse of VENDOR's property an equipment by USER or anyone using a card assigned to USER. USER agrees to immediately notify VENDOR of any malfunction, damage or unsafe condition encountered at any fuel dispensing facility. USER agrees to notify VENDOR, by means of emergency instructions posted on site, of any spill or discharge of fuel onto the ground or the environment. VENDOR shall use its best efforts to maintain the fueling equipment and property in good condition and working order. VENDOR shall not be liable, however, for any damage, which may result from a failure to provide fuel or failure of the equipment in any manner whatsoever. USER hereby accepts the obligation and responsibility for payment for all charges registered to cardlock access cards issued to USER.

USER represents to VENDOR that all fuels purchased are being used for commercial purposes and in the event of the breach of the term of this or any other Agreement between USER and VENDOR, including but not limited to the failure to pay sums owing to VENDOR when due, then, in addition to any other sums due or payable to VENDOR by USER, USER agrees to pay reasonable attorney's fees and costs incurred in the enforcement of the rights of VENDOR. If there are any billing discrepancies, VENDOR must be notified within 15 days of the invoice date. USER agrees to all terms and conditions of this Agreement and to the terms and conditions upon which credit has been extended by the use of any access card issued under this Agreement. Terms of this Agreement are subject to change upon written notice by VENDOR or USER from time to time. If USER uses any card after the receipt of such notice, then USER's consent to such changed terms shall be implied. 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 24 hours after VENDOR is notified \_\_\_\_\_

**initial.**

- I (We) will be using cardlock access cards in the state of Oregon and all purchases are NON-TAXABLE. (Oregon Exemption certificate must be completed)
- I (We) will be using cardlock access cards in the state of Oregon and all purchases are TAXABLE.
- I (We) will not be using cardlock access cards in the state of Oregon at this time.\*

\* If this changes I (We) understand we are responsible for notifying DeWitt Petroleum and submitting an Oregon Exemption Form if applicable. If an exemption form is not submitted, I (We) understand we will be charged all fuel taxes applicable per Oregon state law. \_\_\_\_\_ **initial.**

**AGREED AND ACCEPTED:**

Company Name _____	Date _____
Print Name _____	[X] Signature _____
	Title _____