

ALLIED WASHOE PETROLEUM
P.O. Box 6930, Reno, NV 89513 • P.O. Box 630, Quincy, CA 95971
Phone (775) 323-3146 • Fax (775) 789-7900

CUSTOMER NAME: _____

ACCOUNT #: _____

PHONE #: _____ **CONTACT NAME:** _____

CARDLOCK AGREEMENT

The person(s) who have applied for and accepted an Allied Washoe Petroleum Cardlock charge account and whose name appears on the account (collectively referred to as "Customer"), jointly and severally agree to pay Allied Washoe Petroleum all amounts authorized or permitted to be charged to the account, notwithstanding terms contained on any sales slips to the contrary, plus the total collection and legal expenses and reasonable attorney's fees incurred by Allied Washoe Petroleum in its collection efforts and enforcement of this agreement in accordance with the following terms and conditions.

1. Customer represents and agrees that products purchased will not be used for any purpose which violates the laws of the State of Nevada, State of California, or the United States.
2. Cardlock access card(s) to be used to initiate a Cardlock transaction to obtain fuel or other service offered through the Cardlock system. The Cardlock access card(s) is not a credit card. Therefore the federal \$50.00 liability limit for credit cards will not apply to these Cardlock access cards.
3. Customer shall immediately notify Allied Washoe Petroleum by fax at (775) 789-7900, by phone call to (775) 323-3146, and then in writing, of any loss, theft, or misuse of a Cardlock card. Allied Washoe Petroleum will not charge a fee to lock out lost cards. Customer shall be responsible for all purchases by Customer or any other persons using Cardlock cards issued to the Customer, regardless of whether use by another person is authorized or is fraudulent. Customer agrees that they have 30 days from their billing statement date to dispute any charge(s) noted within that statement.
4. Customer is advised that Cardlock sites that are at or near retail sites will not be paying the posted retail price but the actual Cardlock price per gallon. The posted price is for cash pricing only, not the price for Cardlock fueling purchases.
5. In the event of Customer's default in making any payment in full when due, Customer's death, bankruptcy, insolvency, or any other violation of this agreement, then all or any portion of Customer's obligation to Allied Washoe Petroleum shall, upon Allied's election and without notice, become immediately due and payable and Allied Washoe Petroleum shall have the right to immediately cause Customer's card(s) to be locked out of the system without notice to Customer. Customer's card(s) may, at the discretion of Allied Washoe Petroleum, be reactivated upon receipt of the past due balance including all late charges.
6. Allied Washoe Petroleum may at any time, without notice, cause, or liability to Customer or in any way affecting Customer's obligations to Allied Washoe Petroleum, reduce or cancel all credit available to Customer, refuse to make further sales, and revoke the Cardlock card(s). Customer agrees to surrender the Cardlock card(s) upon Allied Washoe Petroleum's demand.
7. Allied Washoe Petroleum may, from time to time and at its sole discretion, waive or decline to enforce any of its rights to this agreement by action such as forgiving delinquency, accepting a partial payment without affecting any other of Allied Washoe Petroleum's rights hereunder.
8. Customer will promptly notify Allied Washoe Petroleum of any changes in residence or mailing address.
9. Customer will be billed twice per month on or about the 16th of the month and again on the 1st of the following month for all purchases made up to and including the last day of the previous month. Payment in full is due 30 days from the invoice date and considered delinquent on the last day of the following month. A Customer who is not current will be subject to have their card(s) locked out of the system. A reactivation fee of \$10.00 may be charged to the Customer to reinstate their account. Customers will be notified in writing 30 days prior to any changes in billing dates. Allied Washoe Petroleum reserves the right to change billing dates for any and all Customers with a 30 day written notice.
10. A late charge of 1.5% per month (18% Annual Percentage Rate) will be charged on the balance shown 30 days after the invoice date. The late charge is subject to a \$0.50 minimum.
11. I/we consent to a credit check based on the information provided on this application for the purpose of obtaining a Cardlock access card.
12. Quantity discounts will be allowed to Customers meeting the volume requirements and keep their account current.

Signing this agreement and/or using the Cardlock card(s) constitutes your acceptance of conditions in the Cardlock Agreement.

Customer _____ **Date** _____

Signature _____ **Phone #** _____

Printed Name _____ **Title** _____

FOR MAXIMUM SECURITY, DO NOT PUT YOUR PIN # ON OR NEAR YOUR FUELING CARDS.