



117 NORTH BAILEY LN • PURCELLVILLE, VIRGINIA 20132 • 540-338-6457 • FAX: 540-338-6401

## CARDLOCK USE AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ between VALLEY ENERGY,  
hereinafter called VE, and \_\_\_\_\_ hereinafter called USER.

- 1) **RULES/REGULATIONS:** USER represents to VE that USER has been instructed in the safe and proper use of VE's dispensing facilities and has been familiarized with the location and function of the emergency equipment provided by VE. USER also represents to VE that all of USER's employees and agents who use VE's equipment will be properly trained on the use of said equipment. Further, USER and all of USER's employees and agents will comply with the following:
- Smoking is prohibited on site.
  - Dispensing fuel into any container not approved by the Fire Marshal is prohibited.
  - Fueling vehicles with pilot lights operating is prohibited.
  - Engines must be turned off before fueling.
  - No cell phone use during fueling.

USER agrees to defend, indemnify and hold VE 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 VE's property and equipment by USER or USER's employees or agents.

- 2) **TRANSACTION CHARGES:** USER hereby accepts the obligation and responsibility for payment for all charges registered to cardlock access cards issued to USER. USER is liable for any and all transactions made on a lost or stolen card for up to 24 hours for VE owned sites and up to 48 hours network wide after VE has been notified that the card is lost or stolen. Notification may be made verbally, but must be confirmed in writing and received by VE at 115 East Main Street, Purcellville, Virginia 20132. WARNING: Personal Identification code numbers (P.I.N.) should not be kept with the fueling card at any time.
- 3) **ACTIVATING WRONG PUMP:** Should USER, USER's employees and/or agents activate the wrong fueling pump, USER agrees to clear the pump before proceeding. USER agrees to be responsible for any fuel that is dispensed as the result of not clearing the pump that was activated in error.
- 4) **COMMERCIAL ACCOUNTS:** USER represents that all fuel purchased will be used for business purposes only, and not consumer purposes.
- 5) **ACCOUNT ACTIVATION FEE:** A \$25.00 account activation fee will be assessed (or \$15.00 per card, whichever is greater) to USER's account upon initial setup or re-activation of an old account. Additional or replacement cards will be billed at \$15.00 each.
- 6) **LOCKED OUT ACCOUNTS:** If USER's account is locked out for reason of delinquency, all monies plus a Reactivation Fee of \$25.00 must be paid before the account will be reactivated. VE reserves the right to refuse to reactivate past due accounts. If USER's account must be referred to collection, USER agrees to pay collection cost and attorney's fees incurred by VE. USER acknowledges that accounts and cards will be deactivated after 12 months of non-use.
- 7) **FUEL PRICES:** USER understands that VE fuel prices are not displayed on any pump at the time of fueling, but are available by calling the VE office. Prices quoted at other fueling facilities are not guaranteed. Prices are set on account basis and may differ from receipt at time of sale.
- 8) **FUEL DISCOUNTS:** USER assumes responsibility for damages to equipment due to negligence.
- 9) **AGREEMENT TERMS:** Terms of this agreement are subject to change upon written notice by VE to USER. If USER uses any cards after receipt of such notice, then USER's consent to the changed terms shall be implied.
- 10) **CARD CHANGE AUTHORIZATION:** Person(s) who can authorize card changes? \_\_\_\_\_
- 11) Comments/Special Requests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

USER: \_\_\_\_\_ DATE: \_\_\_\_\_  
Company

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Print Name and Title Authorized Signature