

**Napa Valley Petroleum, Inc.**  
**FUEL ACCESS CARD AGREEMENT**

**NAPA VALLEY PETROLEUM, INC. (herein "NVP")** shall provide the automated fueling services desired by the company or individual, who has applied for, accepted, and/or which name appears on the issued Fuel Access Card or account (herein referred to as "Customer"). Subject to payment and fuel access terms set forth below, Customer agrees to pay NVP for fueling transactions completed, authorized or permitted by Customer through the use of the Fuel Access Cards issued to Customer in the amount invoiced by NVP.

**PAYMENT TERMS.** Customer agrees to pay for all fueling transactions completed by Customer or any person using Customer's Fuel Access Card(s) and for all other monetary obligations to NVP set forth in this Fuel Access Card Agreement as follows (Customer to initial selected method of payment):

**Payment Upon Receipt of Invoice.** Customer agrees to pay NVP upon receipt of invoice those amounts invoiced to customer by NVP on the first and fifteenth of each month. A late payment charge of 1% per invoice period will be applied to amounts not paid in full prior to the next invoice date. Failure to pay the invoiced amounts as agreed will result in automatic termination of Customer's Fuel Access Card(s). Customer's initials: \_\_\_\_\_

**Payment by Credit Card.** Customer agrees to pay semi-monthly to NVP those amounts invoiced to Customer by NVP. Customer authorizes NVP to charge such invoiced amounts on the invoice date to Customer's credit card account as set forth below. If for any reason such authorized credit card charges are not accepted by the Customer's credit card issuing institution, NVP may in its sole discretion, terminate Customer's Fuel Access Cards and Customer agrees to pay NVP the invoiced amounts in the manner set forth above in the "Payment Upon Receipt of Invoice" paragraph. Customer's initials: \_\_\_\_\_

\_\_\_ VISA \_\_\_ MASTERCARD CARD NUMBER: \_\_\_\_\_

Expiration Date \_\_\_/\_\_\_, Cardholder's Signature: \_\_\_\_\_

**Prepayment.** Customer agrees to prepay the sum of \$\_\_\_\_\_. Such prepayment shall be applied against Customer's obligations under this Agreement to NVP. Customer is advised to maintain a sufficient prepayment to meet its anticipated fueling needs, as once prepayment dollar amount is expended, fuel access cards will cease to function. Customer's initials: \_\_\_\_\_

**FUEL ACCESS TERMS.** Customer agrees that the fueling transactions completed by Customer or any person using Customer's Fuel Access Card(s) are subject to the following additional fuel access conditions:

**Security Numbers.** Customer agrees that the security numbers assigned to each Fuel Access Card must be kept confidential by Customer, and that Customer's failure to do so will result in all unauthorized fuel purchases completed through the use of a lost or stolen Fuel Access Card, prior to twenty-four (24) hours after notification to NVP by Customer to be charged to Customer as a normal purchase. Customer shall notify NVP promptly by telephone at the numbers set forth below, and immediately in writing, of any loss or theft of Customer's Fuel Access Card(s).

**Indemnity Agreement/Customer.** Customer shall not be responsible for a malfunction of NVP's fueling equipment or the acts of third parties. However, Customer shall indemnify, hold harmless, NVP from and against any and all claims, fees, suits, judgments, penalties, remediation expenses, or other charges of any kind (hereinafter referred to collectively as "loss") or threatened loss to which NVP may sustain or incur arising out of Customer's (or anyone using Customer's Fuel Access Cards) negligent use of the issued Fuel Access Cards and/or NVP's fueling equipment including, without limitation, any loss or threatened loss related to death, bodily injury, property damage or destruction, damage to the environment (including, but not limited to the accidental release of petroleum products on, in or about a fueling site), or Customer's (or those using Customer's Fuel Access Cards) violation(s) or any hazardous materials laws.

**Defaults By Customer/Rights Of NVP.** In the event of Customer's default in making any payments in full when due, Customer's death, bankruptcy, insolvency, any other violation of this Fuel Access Card Agreement, all or any portion of Customer's obligation to NVP shall upon NVP's election and without notice, become immediately due and payable. In addition, NVP may in its sole discretion and at anytime, without notice, cause, or liability to Customer, or in any way affecting Customer's obligation to NVP reduce or cancel fuel access availability to Customer, revoke any Customer discount, refuse to make any further fuel sales, and revoke the issued Fuel Access Card(s). Customer agrees to surrender the Fuel Access Card(s) upon exercise of NVP's rights hereunder. NVP may, from time to time and in its sole discretion waive or decline to enforce any of its rights under the Agreement (e.g. forgiving delinquencies, accepting partial payments, making sales in excess of Customer's credit limit, etc.) without affecting any of NVP's rights hereunder.

**Notification Of Change Of Address.** Customer will promptly notify of any changes in residence or mailing address.

~~**Processing And Card Fees.** Customer may subscribe to any reasonable number of fuel access cards to serve its requirements. The cost of the Fuel Access Cards is \$8.00 each. Customer shall pay NVP an initial processing fee of \$30.00 along with the total dollar amount due for Fuel Access Cards ordered at the time of receipt of the Cards. --waived.~~

**Governing Law, Collection Expenses And Venture.** All terms and provisions to this Fuel Access Card Agreement shall be interpreted and governed by the laws of the State of California. In the event that collection and/or enforcement efforts are commenced by NVP. Customer shall pay to NVP its collection and legal expenses, including expert fees and attorney fees (both prejudgment and post judgment). Customer agrees that the venue for any action arising out of the collection and/or enforcement of this Agreement shall be in the county of Napa, state of California.

**Signing this Agreement and/or using issued Fuel Access Cards constitutes Customer's full acceptance of the terms and conditions, including payment terms, set forth in this Fuel Access Card Agreement.**

**NAPA VALLEY PETROLEUM, INC.**  
**P.O. BOX 2570**  
**NAPA, CALIFORNIA 94588-0528**  
**707-252-6888 (In Napa) 800-300-3835 (Outside of Napa)**  
**FAX: 707-252-2756**

**CUSTOMER'S NAME:** \_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**DATED:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_  
**E-MAIL ADDRESS:** \_\_\_\_\_