

JEFFRIES BROS., INC.
CARDLOCK USE AGREEMENT

This agreement made _____ day of June, 2002 between Jeffries Bros., Inc. hereinafter called JBI and
_____ hereinafter called CUSTOMER.

RULES/REGULATIONS: Customer agrees to follow procedures while fueling for reasons of safety.

- a. Smoking is prohibited within 50 feet of dispensers.
- b. Dispensing fuel into any container not approved by the Fire Marshal is prohibited
- c. Fueling vehicles with pilot lights operating is prohibited.
- d. Engines must be turned off before fueling.

Customer agrees to defend, indemnify and hold JBI free and harmless from any and all claims, actions, losses, injuries, liabilities and costs (including attorney's fees) resulting from negligence or misuse of JBI's property and equipment by CUSTOMER or CUSTOMER'S employees.

TRANSACTION CHARGES: Customer hereby accepts the obligation and responsibility for payment for all charges registered to cardlock access cards issued to CUSTOMER. Customer is liable for any and all transactions made on a lost or stolen card for up 24 hours after JBI has been notified that the cards is lost or stolen. Notification may be made verbally, but must be confirmed in writing and received by JBI at PO Box 640, Wasco, CA 93380 or faxed to 661-758-3077.

WARNING: DO NOT WRITE PIN NUMBER ON CFN CARDS.

Personal identification code number (P.I.N.) should not be kept with the fueling card at any time.

FUEL PRICES: Customer understands that JBI fuel prices are not displayed on any pump at the time of fueling, but are available by calling the JBI office.

ACTIVATING WRONG PUMP: Should CUSTOMER, CUSTOMER employees and/or agents activate the wrong fueling pump, CUSTOMER agrees to clear the pump before proceeding. CUSTOEMR agrees to be responsible for any fuel dispensed as the result of not clearing the pump that was activated in error.

LOCKED OUT ACCOUNTS: If Customer account is locked out for delinquency, all monies plus a Reactivation Fee of \$10.00 must be paid before the account will be reactivated. JBI reserves the right to reactivate past due accounts. If Customer's account must be referred to collection, Customer agrees to pay collection cost and attorney's fees incurred by JBI.

AGREEMENT TERMS: Terms of this agreement are subject to change upon written notice by JBI to Customer. If Customer uses any cards after receipt of such notice, then Customer's consent to the changed terms shall be implied.

CUSTOMER: _____
Company Name

DATE: _____

BY: _____
Print Name and Title

BY: _____
Authorized Signature