

**FUEL CARD AGREEMENT
WITH FIRST FUEL BANKS, INC.**

(Sample Only)

*(Agreement must to completed by
First Fuel Bank Representative)*

This agreement* dated this 1st day of January 2004, between First Fuel Banks, Inc., and John Smith, hereinafter referred to as "Cardholder", defines the rights and responsibilities of First Fuel Banks, Inc., and the Cardholder.

1. Cost. The cost of an initial card for a business or personal account is \$1.00 and any additional card issued shall be \$2.50. Duplicate cards shall be \$2.50 each. Cracked or broken cards shall be replaced free of charge.
2. Privileges. The issuance of the card shall allow the Cardholder to purchase fuel from First Fuel Banks, Inc., in bulk at the price, which is posted by First Fuel Banks, Inc., for its cardholders at the time of purchase. First Fuel Banks, Inc. will then store that amount of fuel purchased. The Cardholder is entitled to obtain that amount of fuel from First Fuel Banks, Inc. First Fuel Banks does reserve the right to limit purchases in a market crisis or federal allocation.
3. Records. Each month a fuel report will be available through our website at www.firstfuelbank.com. The monthly report includes the date, time, id letter, site, type of fuel, mileage of the vehicle, amount of fuel and price. If you do not have access to the Internet, we have a computer set up in the lobby at our main office on Lincoln Ave. You may stop in anytime during normal business hours to view and print your report.
4. Supply Limitation. First Fuel Banks reserves the right to allocate fuel based on any federal allocation. In the event of a federally imposed limitation, the Department of Energy may allocate fuel based on a 12-month period and only allow a specified percentage of fuel to be disbursed. In the event an allocation would be imposed; you then would be limited plus or minus a percentage that the Department of Energy deems necessary. (You being entitled to product you purchased previously provided it was in the published allocated period.)

5. Safety Rules and Regulations. Each location is equipped with an emergency pump shut off switch, fire extinguisher and fire alarm switches. If any of these safety devices are activated, the police and fire department are electronically notified. There is to be **NO SMOKING** on the premises and the engine is to be turned off during the dispensing operation. No person under 16 years of age is allowed to dispense fuel. User must stay outside of vehicle in view of fueling nozzle during dispensing operation. The lifting of flammable and combustible liquids in a portable container requires a state-approved container, which has a tight closure and is fitted with a spout designed so that the contents can be poured without spilling and must be grounded.

6. Hold Harmless and Indemnity Agreement. For and in consideration of being a Cardholder of First Fuel Banks, Inc., the Cardholder understands and agrees to hold harmless and indemnify First Fuel Banks, Inc. for any and all liability, including but not limited to losses, claims, suits, demands, suit costs, attorney's fees, as well as any and all other expenses, against First Fuel Banks, Inc., by Cardholder or third parties on account of dispensing petroleum products under the privileges accorded to the Cardholder or its agents, whether or not the products are actually dispensed by the Cardholder or someone presenting the card at the time of purchase. The Cardholder assumes full responsibility for any personal injuries or property damages, which might be sustained by either the Cardholder or its property as a result of the dispensation of petroleum products under the privileges accorded to the Cardholder.

7. Termination. First Fuel Banks, Inc. reserves the right to cancel or terminate the privileges of any Cardholder for any reason by thirty-day written notice to the Cardholder. If an account remains inactive with no balance for an extended amount of time, the account will be terminated. A new account may be opened and Cardholder must pay all card fees. In the event the Cardholder requests an account with a credit balance be terminated, First Fuel Banks, Inc., is hereby given the option to repurchase the product not used at the price paid by the Cardholder or at the current market price, whichever is lower at the time of termination. **The account is then permanently closed.**

John Smith

Cardholder

Jane Doe

First Fuel Banks, Inc., Representative

**First Fuel Banks reserves the right to revise agreement at any time.*