E R VINE & SONS
CARDLOCK CONTRACT

Account Name_____**Account#**_____

Customer accepts liability for all unauthorized use of any card issued to Customer until such time as E.R. Vine & Sons is notified the card is being misused or has been lost or stolen. Customer also accepts liability for any attorney's fees incurred in collection of any unauthorized debts. Lost or stolen cards must be reported immediately to (209)537-0723 (available 24 hours a day, 7 days a week). **NOTE: TO AVOID UNAUTHORIZED USE, NEVER STORE YOUR P.I.N. WITH THE CARD. EACH FUELING CARD IS ISSUED AN INDIVIDUAL PERSONAL IDENTIFICATION NUMBER (P.I.N.)**

The cardlock fueling network card issued is a "card key" {California Civil Code §1747.02(a)(3)}, not a credit card, to be used at an automated dispensing outlet to obtain or purchase petroleum products, as defined in subdivision (c) of Section 13401 of the California Business and Professionals Code, which will be used for business purposes.

Purchases made at Retail Service Stations are not restricted by fuel type. I understand that I can authorize Retail Service Station fuel purchases or disallow Retail Service Station fuel purchases as indicated on the Card Set-up Information Sheet.

Customer agrees to observe all posted safety regulations and familiarize and train all personnel using cardlock equipment of safety procedures we provide.

This cardlock contract supersedes the cardlock purchase terms on your Account Opening Agreement or other Cardlock Contract with E R Vine & Sons.

PAYMENT AND BILLING

Your cardlock purchases will be invoiced semi-monthly (twice a month). Billing cycle cutoffs will be the 15th and the last day of each month accordingly. Cardlock invoices and any other E.R. Vine purchases will show on your E R Vine semi-monthly statement.

CREDIT TERMS

Invoices are due and payable upon receipt. Invoices will be considered past due if not received by 15th day from date of invoice, at which time fuel cards may be locked out. A service charge of 1 ½% per month, 18% per annum on all past due accounts will be assessed. Customer agrees to pay all attorney fees or collection charges associated with the collection of any past due account.

ACCOUNT OPENING FEES

A $25.00 one time, non-refundable credit search and account set-up fee will be required at time of opening the account. There are no annual fees.
Charges Paid_____

I hereby acknowledge that I have read the cardlock contract and agree to its terms and content:

_____ _____ _____
Authorized Signature **Title** **Date**

_____
Print Name of Above

03/10/10