



# FUEL PURCHASE CARD-TROL CONTROL AGREEMENT

PURCHASER'S NAME(S) \_\_\_\_\_

This AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Pride Ag Resources, a corporation organized and existing under the laws of the State of Kansas, with its principal place of business at Dodge City, Kansas, hereinafter referred to as "Seller", and \_\_\_\_\_ whose address or principal place of business is at \_\_\_\_\_, hereinafter referred to as "Purchaser".

WITNESSETH, That in consideration of the mutual covenants and promises hereinafter stated, the parties hereto hereby agree and contract as follows:

### SECTION ONE: CARD

Seller hereby agrees to provide Purchaser such card(s) which will operate Seller's "card control" fuel pump(s) which are located at all of Pride Ag Resources facilities.

Check box for each fuel card desired

Card #1	<input type="checkbox"/>	.....
Card #2	<input type="checkbox"/>	.....
Card #3	<input type="checkbox"/>	.....
Card #4	<input type="checkbox"/>	.....
Card #5	<input type="checkbox"/>	.....

Check fuels desired for each card

Unleaded	Taxable Diesel	Dyed Diesel
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### SECTION TWO: AGENCY

Purchaser hereby agrees to pay Seller for all products purchased through the use of said card(s), and Seller thereby agrees that any purchases utilizing said card(s) was authorized and it is hereby agreed that any person or persons so utilizing said card(s) to make purchases from Seller shall be deemed duly authorized agents to Purchaser, PROVIDED HOWEVER, that in the event that said card(s) should become lost or stolen, Purchaser may terminate his liability for purchases made with said card(s) by:

1. Returning to Seller all card(s) remaining in Purchaser's possession and
2. Notifying Seller that said card(s) have been lost or stolen.

**This agreement is entered into for the mutual benefit of the parties hereto, and Purchaser understands and agrees that he will not be required to sign any sales ticket or other evidence of purchase, and the dollar amount of purchases shall conclusively be established by the records provided by said card control(s) unless Purchaser can demonstrate that said card control pump(s) has malfunctioned.**

### SECTION THREE: TERMS AND TERMINATION

This agreement may be terminated at any time as follows:

1. Purchaser may terminate this agreement by complying with the provisions for lost or stolen card(s) as provided in Section Two above, Provided however, that the Purchaser remains

responsible for purchases made prior to such notice and provided that, upon return to Seller all card(s) issued by Purchaser.

2. Seller may terminate this agreement with notice to Purchaser by removing the card control pumps or by causing the same to be inoperative or by changing said pumps so that Purchaser's card(s) will no longer operate the same, and Purchaser remains responsible for purchases made prior to such termination.

### SECTION FOUR: SELLER'S CREDIT POLICY

Purchaser hereby agrees to pay Seller for purchases made under this agreement at the rate per gallon stated in Seller's periodic billing statement. Such rate per gallon shall be the prevailing price posted on the premises. Purchaser further agrees to pay Seller as provided in Seller's Credit Policy, a copy of which is hereto annexed and incorporated herein. Seller may, at it's option, terminate this agreement pursuant to Section Three (3). All purchases shall be deemed to have been made by Purchaser on the date Seller prepares the billing statement.

### SECTION FIVE: BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, trustees, successors and assigns, PROVIDED HOWEVER, that this agreement is not assignable by Purchaser without Seller's prior written consent

**PURCHASER SIGNATURE(S)** \_\_\_\_\_ **DATE** \_\_\_\_\_

NOTE: If a Purchaser is a corporation, the corporate name should be stated, and the title of Purchaser's agent signing this agreement. If Purchaser is a partnership, each partner must sign the agreement.

