



## FUEL PURCHASE CARD-TROL AGREEMENT

Today's Date	Account #
Purchaser's Name	Purchaser's Mailing Address

This AGREEMENT, Made and entered into on this date by above named "Purchaser" and between Pride Ag Resources, (hereinafter referred to as "Seller"), a corporation organized and existing under the laws of the State of Kansas, with its principal place of business at Dodge City, Kansas. WITNESSETH, that in consideration of the mutual covenants and promises hereinafter stated, the parties hereto hereby agree and contract as follows:

**SECTION 1: Cards** - Seller hereby agrees to provide Purchaser such card(s) which will operate Seller's "card control" fuel pump(s) which are located at 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*

	<i>Unleaded</i>	<i>Taxable Diesel</i>	<i>Dyed Diesel</i>
	<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 2: 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 3: Terms and Terminations** - 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 4: 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 its option, terminate this agreement pursuant to Section 3. All purchases shall be deemed to have been made by Purchaser on the date Seller prepares the billing statement.

**SECTION 5: 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.

Signature	Signature
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