



Ramos Oil Co., Inc.
P.O. Box 401
1515 South River Road • West Sacramento, CA 95691
Phone: 916-371-2570 • Fax: 916-371-0635

UNATTENDED FUELING AGREEMENT

In consideration of the opening of a Commercial Fueling Network/Commercial Fueling Systems/Ramos Oil Co., Inc. account hereafter referred to as SUPPLIER, and _____ hereafter referred to as USER, the parties have entered into this agreement as follows:

1. User agrees to follow all posted instructions for the fueling of vehicles, and will comply with all posted safety procedures.
2. USER hereby accepts the obligation and responsibility for payment for all fuel registered through the CFN/CFS/ROCI account number(s) assigned to USER by SUPPLIER. USER will notify SUPPLIER of any lost or stolen card immediately upon determination that a CFN/CFS/ROCI Card has been lost or stolen. In case of a lost or stolen card, USER shall be responsible for Purchases made by said card(s) for up to 24 hours from time USER notifies SUPPLIER.
3. This Agreement may be cancelled upon 24—hour written notice by SUPPLIER or USER. Should USER cancel account, all monies due will be paid within ten (10) days of such cancellation. USER understands and agrees that his/her right to the CFN/CFS/ROCI account may not be assigned.
4. It is understood and agreed between the parties that fueling cards are issued solely for the business of USER, as an accommodation to USER. USER accepts any and all liability arising or resulting from the misuse, unauthorized use, loss or theft of any fueling card resulting in access to the Fueling System. USER understands that the rights conferred herein allow USER to access and use of products on private premises not open to the general public and is consideration for the duties of USER under this agreement.

Dixon	707-678-2061	Fairfield	707-425-5780	Isleton	916-777-5545
Lincoln	916-645-2179	Marysville	530-743-4647	Rio Vista Shell	707-374-5620
Sacramento	916-371-2570	Stockton	209-465-6255	Woodland	530-661-1200
Williams	530-473-2811				

5. If there is any change in the ownership of USER or if substantially all of the assets of the USER are sold, USER shall promptly notify SUPPLIER of such sale and SUPPLIER shall have a lien on the proceeds of all outstanding sums owing to SUPPLIER.



Ramos Oil Co., Inc.

P.O. Box 401

1515 South River Road • West Sacramento, CA 95691

Phone: 916-371-2570 • Fax: 916-371-0635

6. Payment will be due on demand and if no demand then net fifteen (15) days from date of invoice. Invoices will be issued semi-monthly. No statement will be issued. Payment by invoice will be made according to the terms and due dates shown on each invoice. A service charge of two per cent (2%) per month will be charged against all past due accounts.

7. USER represents that those persons using the cardlock facilities have read the enclosed safety regulations and are aware of the rules which must be strictly obeyed while operating said facilities. USER agrees to indemnify and hold SUPPLIER harmless from any and all claims and costs, including, but not limited to, those for bodily harm and property damage occasioned by the negligence or misuse of the facilities by USER or those using the facilities with cards delivered to USER hereunder.

8. SUPPLIER shall use its best efforts to maintain its facilities in good working order, provided, however, that SUPPLIER shall not be liable whatsoever for any damage or claim which may be occasioned by its failure to provide fuel or the failures of any of the facility's equipment.

9. In the event of a breach of any of the terms of this or any other agreement between SUPPLIER and USER including, but not limited to USER'S failure to pay sums owing to SUPPLIER when due, USER agrees to pay, in addition to said sums due, reasonable attorney's fees and costs incurred in the enforcement of SUPPLIERS rights. If applicant is a corporation, the individual signing this agreement will be held personally for the liability if the corporation defaults. This agreement shall not be binding until accepted in writing by an authorized agent of SUPPLIER. Venue for purposes of the enforcement of any obligations incurred as aforesaid shall be in Yolo County, California.

10. Customer certifies that he will be financially responsible for any environmental cleanup caused by a user violation of either enclosed safety regulations or on—site posted safety procedures.

11. LESSEE shall indemnify and hold harmless Ramos for any damage, loss, theft, destruction, liability, cost or injury of every kind and nature arising out of and/or in connection with the use, condition, or operation of said equipment including any contamination whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or connected with the use of said equipment including, without limitation, any liability that otherwise might be imposed under the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended, (42 U.S.C. Sections 9601 et. seq., the Resource Conservation and Recovery Act of 1976, (42 U.S.C. Section 6901 et seq.), the clean Water Act, (33 U.S.C. Sections 446 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401 — 1450) the Hazardous Materials Transportation Act, (49 U.S.C. Sections 1801 et sect.), the Toxic Substance Control Act, (15 U.S.C. Sections 2601 - 2629), the California Hazardous Waste control Law, (California Health and Safety Code Sections 25100-25600), and the Porter-Cologne Water Quality Control Act (California Health and Safety Codes Sections 13000 et seq.).



Ramos Oil Co., Inc.

P.O. Box 401

1515 South River Road • West Sacramento, CA 95691

Phone: 916-371-2570 • Fax: 916-371-0635

12. Customer certifies that a Health and Safety Program is in place and meets CAL OSHA requirements and specifically addresses Health and Safety rules of unattended fueling as part of the program.

USER hereby certifies that he has read and fully understand and accepts the terms and conditions of this agreement.

_____ USER DATED _____

BY: _____
(NAME AND TITLE)

ACCEPTED:

RAMOS OIL COMPANY, INC.

BY: _____ DATED _____



Ramos Oil Co., Inc.

P.O. Box 401

1515 South River Road • West Sacramento, CA 95691

Phone: 916-371-2570 • Fax: 916-371-0635

SAFETY REGULATIONS FOR AUTOMATED FUEL SYSTEMS

Gasoline is a volatile product, and requires certain minimum safety standards. Some of these are established by federal, state and local fire hazard laws; others are simply good common sense safety precautions.

THESE RULES ARE IMPORTANT AND SHOULD BE FOLLOWED CAREFULLY

1. Don't smoke around gasoline.
2. Fumes in a wide—surface area of gasoline are much more dangerous than a closed tank of gasoline. Try to avoid spilling gasoline on the ground.
3. No nozzle should be left unobserved during the fueling operations. The operator should be alert at all times to remove the nozzle, or shut off the pump.
4. In case of fire or spill or other emergency, push the emergency stop button located near the diesel or gasoline island.
5. A fire extinguisher in a box with a glass door has been installed near the pump island. In case of fire please break the glass for access to the extinguisher.
6. Please do not over fill your tank. In warm weather if a tank is filled to the top and left standing, the gasoline will expand and spill out on the ground thereby creating a serious fire hazard, especially if this happens in your garage where fumes can gather.
7. It is illegal to fill glass or plastic containers with gasoline. Use only metal cans painted red with "GASOLINE" printed on them and good tight sealing lids for storage of gasoline.
8. Do not operate your engine during fueling. A spark can cause an explosion.
9. Please report anyone not obeying safety guidelines.