



## CARDLOCK AND BIODIESEL USAGE AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between ROBERT V. JENSEN, INC. (hereinafter called RVJ), and \_\_\_\_\_ (hereinafter called CUSTOMER).

CUSTOMER represents to RVJ that CUSTOMER and all CUSTOMER's employees and agents who will use RVJ and Commercial Fueling Network (CFN) property and equipment will be instructed in the safe and proper use of the fuel dispensing equipment and are required to familiarize themselves with the location and function of the emergency equipment provided at RVJ or CFN fueling site(s). Further, CUSTOMER and all of CUSTOMER's employees and agents will comply with all state laws and regulations regarding dispensing of fuel as well as compiling with all posted rules and notices located at the fueling site(s).

CUSTOMER further represents that CUSTOMER and all CUSTOMER's employees and agents who will purchase biodiesel through RVJ or CFN fueling site(s) will be informed of the potential risks in using biodiesel and will be instructed in the safe and proper use of the biodiesel dispensing equipment, as described in the Appendix to this Agreement.

CUSTOMER agrees to provide RVJ with any requested information regarding the performance of biodiesel and/or any issues that the CUSTOMER observes while using biodiesel. This information is critical to allow RVJ to complete the required quarterly reports to the California Department of Measurement Standards. If the CUSTOMER changes, adds, or removes vehicles from the total number utilizing biodiesel, the CUSTOMER further agrees to immediately provide RVJ with the Make, Model, and Year of the vehicle(s) subjected to the change.

CUSTOMER agrees to defend, indemnify and hold RVJ free and harmless from any and all claims, actions, losses, damages, injuries, liabilities and costs (including attorney's fees) resulting from the CUSTOMER's use of biodiesel in its vehicles and/or negligence or misuse of RVJ's property and equipment by CUSTOMER or CUSTOMER's employees and agents.

CUSTOMER hereby accepts the obligation and responsibility for payment of all charges registered to cardlock access cards issued to CUSTOMER. Should any of the cards issued to CUSTOMER be lost or stolen, CUSTOMER shall remain liable for all charges incurred after such loss or theft. Please report any theft or loss immediately to RVJ via telephone and in writing. RVJ's telephone number is 559-485-8210 and its address for written notification is Robert V. Jensen, Inc., 4029 S. Maple Avenue, Fresno, CA 93725, Attn: Cardlock.

CUSTOMER agrees to keep pin numbers separate from all cards issued. RVJ is not responsible for any fuel obtained on a lost or stolen card.

CUSTOMER agrees to destroy and dispose of old card(s) when remakes are requested.

If CUSTOMER's account is locked out for reason of delinquency, all monies owed plus a reactivation fee of \$50.00 must be paid before the account will be reactivated. RVJ reserves the right to refuse to reactivate past due accounts. If CUSTOMER's account must be referred to collection, CUSTOMER agrees to pay collection costs and attorney's fees incurred by RVJ.

Any of the terms in this agreement are subject to change upon written notice by RVJ to CUSTOMER. If CUSTOMER uses any cards after receipt of such notice, the CUSTOMER'S consent to such terms shall be implied. This agreement supplements the Credit Card Application completed by CUSTOMER which shall remain in full force and effect so long as CUSTOMER purchases products from RVJ.

CUSTOMER: \_\_\_\_\_  
COMPANY NAME

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
Its Authorized Agent

TITLE: \_\_\_\_\_

## APPENDIX

### PRECAUTIONS AND DISCLAIMERS REGARDING THE USE OF BIODIESEL

Please be advised that the use of biodiesel is at the CUSTOMER's own risk and thus RVJ is not liable for any damages and/or other vehicle issues that may arise resulting from the CUSTOMER's use of biodiesel.

The following are facts concerning biodiesel and its usage. The CUSTOMER must be aware of and is responsible for knowing about these qualities of biodiesel fuel:

1. **Engine Warranty:** The use of biodiesel and biodiesel blends has not been approved by all engine manufacturers. The CUSTOMER's use of the fuel may affect the CUSTOMER's vehicle warranty, therefore the CUSTOMER should check the vehicle's owners manual or with the vehicle's engine manufacturer before using biodiesel blends over B5. Accordingly, the CUSTOMER agrees to use biodiesel according to its own judgment.
2. **Developmental Fuels:** Biodiesel (B-100) and biodiesel blends over B-5 that do not meet ASTM D-975 petroleum specifications are sold as development fuels in California. As such, the fuel vendor and users must comply with California Business and Professional Code and the DMS regulations.

For reference see:

<http://www.cdfr.ca.gov/dms/programs/petroleum/developmentalfuels/developmentalfuels.html>

3. **Solvent Properties:** Biodiesel, in addition to being fuel, is an effective solvent, and will act accordingly. This means that:
  - a. Biodiesel will dissolve existing solids created through usage of petroleum diesel in your vehicle's fuel system. These solids will clog the vehicle's fuel filter. When this may happen depends on many factors, but can be recognized by the following symptoms: power loss, engine sputtering, difficulty starting, and poor fuel mileage. When you notice these symptoms, you will have to replace your vehicle's fuel filter (possibly more than once, depending on the amount of petroleum residue in the fuel system). RVJ recommends keeping at least one spare fuel filter on hand at all times. Clogging of fuel filters also occurs from residue pumped from old fuel storage containers that previously contained petroleum diesel. When dealing with such large fuel tanks, fuel filters may have to be changed many times, and cleaning of the storage tank before biodiesel usage may be a more suitable alternative.
  - b. Biodiesel will, over time, dissolve most types of paint. For this reason, RVJ recommends keeping a clean, soft, dry rag on hand when fueling, to gently wipe off any spillage. When the rag becomes soaked with biodiesel, put it in a dark, closed storage container to await proper disposal. Do not leave fuel-soaked rags crumpled up in the sun. Under such conditions, the rags are prone to spontaneous combustion due to oxidation and the heat generated during that process.
  - c. Biodiesel will degrade rubber components in older vehicles' fuel systems faster than petroleum diesel. These components include some hoses, seals, and o-rings. Most diesel vehicles made after 1993 use synthetic components, eliminating this problem. Please contact the manufacturer for answers on specific parts. Should your rubber components need replacement, we recommend Viton(tm) substitutes. Call us for more information.
4. **Cold Weather Properties:** Depending on its feedstock, biodiesel can gel at temperatures as high as 40 degrees Fahrenheit (40°F) or higher without added anti-gel. (Please call RVJ for recommended anti-gels, as only a few have proven effective). If you operate in cold weather, please take precautions to prevent gelling, which can include blending the biodiesel with petroleum or the use of a proven anti-gel. This is especially recommended for vehicles with electronically controlled, highly sensitive fuel injection systems.
5. **Vehicle Emissions and Performance:** Because every engine is different, RVJ makes no claims about the emissions or performance when burning biodiesel fuel. Biodiesel will not have the same effects on every vehicle. Because the BTU value of biodiesel is slightly less than that of petroleum diesel no. 2, a small loss of power and fuel economy is to be expected, although this is mitigated by biodiesel higher lubricity and cetane number.
6. **Biodiesel Storage:** Biodiesel should not be stored more than 6 months without topping off or cycling. Biodiesel can oxidize when exposed to air and light for extended periods, resulting in a "rancid" fuel that can have negative effects on your vehicle's performance. Biodiesel needs to be stored properly, in a dark container, away from air and water. Use a filter with a water separator. Like diesel, biodiesel can attract bugs and biological contamination. The potential for contamination should be taken very seriously, and guarding against it is the CUSTOMER's responsibility. Large fuel containers must be vented properly. Regarding rust and age issues of storage containers, see section V.3(a), above.
7. **Fuel Additives:** Biodiesel, in this document, is defined as 100% biodiesel (B100) and biodiesel blends are identified by the blend concentration. For example B20 contains 20% biodiesel and 80% petroleum diesel. If you would like to use an additive in your fuel, for whatever reason, we recommend you contact us for suggestions or further references. If you plan on blending biodiesel with petroleum diesel, remember: the better quality the diesel, the better the blend. Environmentally if you must blend with petroleum diesel use D975 specification fuel and try to only use ultra-low sulfur fuel.
8. In addition to the foregoing precautions and disclaimers, RVJ reminds you that some mechanics may have not heard of biodiesel, nor worked on vehicles using it as fuel.