



# Fleet Card Agreement (accompanies Credit Application)

Box 432 / 2112 Indianapolis Road / Crawfordsville IN 47933 (765) 362-6700 / (800) 878-0952 / FAX (765) 362-7010

YOUR ENERGY SALES CONTACT	TODAY'S DATE

THIS PAGE MUST BE ACCOMPANIED BY A CREDIT APP. IF ALREADY ON FILE, PLEASE PROVIDE:

YOUR CURRENT CERES ACCOUNT NUMBER

**THIS INFORMATION IS REQUESTED BASED ON YOUR INTEREST IN OUR VOYAGER FLEET CARD. THANK YOU.**

YOUR FULL NAME	YOUR TITLE	PLEASE PROVIDE BUSINESS PHONE AND EMAIL

IS YOUR CURRENT CERES SOLUTIONS CREDIT APPLICATION ACCOMPANYING THIS FLEET CARD AGREEMENT? IT IS REQUIRED. CONSUMER AND BUSINESS APPLICATIONS ARE AVAILABLE AT CERES.COOP.  YES  NO

**BUSINESS**  CORPORATION  PARTNERSHIP  SOLE PROPRIETOR  LLC  LLP

NAME OF BUSINESS	FEDERAL ID#	STATE OF INCORPORATION	DATE OF INCORPORATION

BUSINESS ADDRESS	CITY/STATE/ZIP

NAME OF PRINCIPLE OWNERS, PARTNERS, OFFICERS	TITLE	CELL PHONE/EMAIL

### Continuing Personal Guarantee

Guarantor(s) individually, jointly and severally unconditionally guarantee to Ceres Solutions Cooperative the payment of all sums owed by Customer as now may exist and as may hereafter arise in favor of Ceres Solutions Cooperative. The Customer agrees to be bound by all of the terms and conditions described in this application and agreement. Any bankruptcy, receivership or other insolvency proceeding of Customer will not affect Guarantor's obligation hereunder. Ceres Solutions Cooperative, in its sole discretion, may proceed against Guarantor, jointly and severally, to collect any obligation covered by this Agreement and Personal Guaranty without first or jointly proceeding against the Customer. The rights and obligations of this Personal Guarantee will inure to the benefit of Ceres Solutions, its successors and assigns, and will be binding on Guarantor and his/her/their heirs and assigns. This Personal Guaranty remains in effect until written notice of actual revocation is received by Ceres Solutions Cooperative. Guarantor agrees to pay all costs incurred by Ceres Solutions Cooperative relating to the collection of any past-due balances, including reasonable attorney fees.

### Authorization Agreement with Ceres Solutions Cooperative Regarding Electronic Funds Transfer

I (We) hereby authorize Ceres Solutions (hereinafter called Company) to initiate debit entries to my (our) Checking/Savings account indicated below and the Depository named below (herein after called Bank) to debit the same to such account.

BANK NAME	BANK PHONE	TITLE OF BANK ACCOUNT
CITY/STATE/ZIP		TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS
		IS THIS A JOINT ACCOUNT? <input type="checkbox"/> YES <input type="checkbox"/> NO
TRANSIT/ ABA NUMBER	BANK ACCOUNT NUMBER	DID YOU ATTACH A VOIDED CHECK? <input type="checkbox"/> YES <input type="checkbox"/> NO

This authority is to remain in full force and effect until Company and Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Bank reasonable opportunity to act on it. Debit entries will be presented to the Customer's account on the due date. If the due date falls on a weekend or holiday, the due date becomes the next day that is not a weekend or holiday.

NAME OF BUSINESS	CONTACT NAME	BILLING CONTACT
EMAIL OF BILLING CONTACT	PHONE OF BILLING CONTACT	FAX OF BILLING CONTACT
INVOICE PREFERENCE? <input type="checkbox"/> EMAIL <input type="checkbox"/> US MAIL		

Applicant Print Name \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Applicant Title \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Print Name \_\_\_\_\_ Co-Applicant Signature \_\_\_\_\_ Co-Applicant Title \_\_\_\_\_ Date \_\_\_\_\_

**Additional Terms of Fleet Card Use**

1. Purchases will be for vehicles owned and/or operated by the Purchaser.
2. The Voyager card or any Ceres issued card(s) are considered access cards used to initiate a transaction to obtain fuel or other services offered through the fleet card system. They are not credit cards. By signing this application it is understood that the federal \$50.00 liability limit for credit cards will not apply to any access cards issued and used on the account. You agree by signing this application that any/all purchases will be the responsibility of the account holder/Purchaser. Please note that all purchases on this account whether at fleet card locations, or when used at a Retail accepting fuel site or at a partner accepting merchants are the responsibility of the account holder/Purchaser.
3. Purchaser shall be responsible for any and all purchases by Purchaser and for any other persons using the fleet cards issued to Purchaser, regardless of whether use by another person is authorized or is fraudulent. The Purchaser will immediately notify the Supplier of a lost, stolen or misused card, and when a card needs to be invalidated when an employee is terminated. The Purchaser agrees that they will not have the PIN#/security access code on/near the card should it be lost or become used fraudulently in anyway.
4. The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
5. Purchaser represents that it and any person using the fleet cards delivered to Purchaser are and shall be aware of the proper use of the fleet card system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the fleet card system. The Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence of misuses of the fleet card system by the Purchaser of any person using the fleet cards, delivered to the Purchaser hereunder.
6. Supplier shall use its best efforts to maintain the fleet card system in good working order and condition at its expense provided however Supplier shall not be responsible for any damage of loss which may result from its failure to provide fuel or the failure of the fleet card system in any manner whatsoever Purchaser agrees that it and any person using the fleet cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the fleet card system of which Purchaser of such person is aware.
7. Purchaser's right to purchase fuel through the fleet card system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all fleet cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.
8. Purchaser may request that Controls be applied to its Account(s).
  - 8.1 The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by the Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location.
  - 8.2. Default Control values are only assigned by Purchaser through the online product. More detailed information related to Controls and their limitations is available online. Issuer is not responsible for the prudence of any particular Control level selected by Purchaser. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Purchaser remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of Controls will not affect Purchaser's liability for Unauthorized Transactions in certain circumstances and is more fully described in the guidance information provided when you make your Control elections. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.
  - 8.3. Issuer may, in its sole discretion and/or without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer will notify Purchaser after any modification is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.
9. Issuer provides transaction data for each Account to the Purchaser as transmitted by merchants. Purchaser is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for accuracy or completeness of the data received, posted or contained in any specialty reports, management reports, data services or other information services provided. In addition, Purchaser understands that in the event an error is identified in a report, such as incorrect product code, Purchaser is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.
10. Signer understands and acknowledges that off-road or dyed diesel fuel is illegal for use in any on-road vehicle. Significant fines and/or penalties may be levied against users and/or company for any intentional or unintentional dispensing of off-road or dyed diesel into the fuel tank of any on-road vehicle.

This customer requests the Vehicle Reporting feature, including a summarized invoice of transactions by vehicle/card in PDF and CSV Formats.  YES  NO

**TERMS** Please note in order to have the Weekly or Bi-monthly terms, the customer must have the Vehicle Reporting feature. This customer understands that our Ceres Solutions Credit Department makes the final determination on the terms allowed. This customer requests the following Terms:

- Weekly:** Summary Invoice created every Monday and due the following Monday
- Bi-monthly:** Summary invoice created the 16th for transactions from 1st-15th and due on the 28th; Summary Invoice created the beginning of the month for transactions from the 16th - end of month and due the 12th
- Monthly:** Summary Invoice created the beginning of the month for the prior month's transactions and due the 25th

**A member of the Ceres Solutions team will contact you to complete the set-up process for your card(s). As account initiator, please provide the name and contact information below for any individual you authorize to order cards or make changes to card functionality on behalf of your organization.**

AS ACCOUNT INITIATOR RESPONSIBLE FOR THESE CARDS, I AUTHORIZE ONLY THE FOLLOWING:

FULL NAME OF AUTHORIZED CONTACT <input type="text"/>	TITLE OF THIS AUTHORIZED CONTACT <input type="text"/>	EMAIL OF THIS CONTACT <input type="text"/>	PHONE NUMBER FOR THIS CONTACT <input type="text"/>
FULL NAME OF AUTHORIZED CONTACT <input type="text"/>	TITLE OF THIS AUTHORIZED CONTACT <input type="text"/>	EMAIL OF THIS CONTACT <input type="text"/>	PHONE NUMBER FOR THIS CONTACT <input type="text"/>
FULL NAME OF AUTHORIZED CONTACT <input type="text"/>	TITLE OF THIS AUTHORIZED CONTACT <input type="text"/>	EMAIL OF THIS CONTACT <input type="text"/>	PHONE NUMBER FOR THIS CONTACT <input type="text"/>

**Please note this information is subject to legislative change at any time at the State or Federal level. I/We agree to all of the terms as outlined above.**

\_\_\_\_\_  
Printed Name of Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

01-20-21 e