

# CO-OP FUEL MANAGEMENT SYSTEM



## CARDLOCK USER AGREEMENT

The following are the terms and conditions of the agreement between Federated Co-operatives Limited ("FCL"), the person (the "Customer") to whom the enclosed cardlock card(s) (the "Card") is issued and the retail co-operative (the "Co-op") from which the Customer received the Card. The use by the Customer of the Card indicates the Customer's acceptance of these terms and conditions.

1. Ownership of the Card at all times remains with the Co-op, and the Co-op or its agent may retake possession of the Card at any time on or after termination of this agreement. Upon termination of this agreement, the Customer must return the Card to the Co-op.
2. The term of this agreement is one year, commencing on the date the Card is first used by the Customer. This agreement will be automatically renewed for successive one-year terms subject to the various termination rights set out. At any time, the Customer may terminate this agreement by giving written notice of termination to the Co-op. The Co-op may terminate this agreement at any time on 30 days written notice to the Customer.
3. If the Customer has more than one Card, the Customer is responsible for all purchases made using the cards provided.
4. The Customer may use the Card to obtain the petroleum products for which the Card is authorized from pumps (the "Pumps") in the CO-OP and TEMPO Cardlock network from time to time. The dispensing equipment is to be used by trained cardholders only and is not open for the use of the general public. \_\_\_\_\_ Initial.
5. The prices to be paid for petroleum products purchased through the Co-op's Pumps using the Card will be the prices established by the Co-op for the Customer. From time to time, Co-op may change its prices.
6. The Customer agrees to pay for all petroleum products recorded by the Pumps to the Customer's account number until Co-op receives WRITTEN notice of the Card's loss. The Customer shall be fully and completely responsible for all such charges to the Card, regardless of how or who incurred such charges. Notice to the Co-op as defined in this paragraph will only be effective and thereby relieve the customer of any liability for further charges when the Co-op actually receives such written notice. \_\_\_\_\_ Initial.  
The customer confirms and agrees that he/she/it is fully and unequivocally responsible for the safe guarding of its PIN number and assumes all and complete liability for its safekeeping and use with the cardlock card. The customer agrees that it must not disclose its security (PIN) number and is fully responsible for the security of it. In particular, the customer unequivocally covenants and agrees not to write the PIN number on the card and shall assume full and complete responsibility for the security of both the Card and PIN number. \_\_\_\_\_ Initial.  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Signed: \_\_\_\_\_  
(Applicant)
7. All accounts are due when rendered. Purchases of petroleum products from the Co-op are payable in full in accordance with the Co-op's credit terms. Purchases of petroleum products from FCL, other retail co-operatives and TEMPO dealers are payable in full each month. If the Customer fails to pay its account(s) within the credit terms, the Customer agrees to pay interest at the rate set from time to time by the Co-op or FCL, or both as the case may be, on the balance of the account(s) from the statement date upon which the invoice(s) appeared until payment is received by the Co-op or FCL, or both as the case may be. By example, if the Co-op's or FCL's interest rate for a 30 day account was 2% per month (24% per year) charged monthly, it would have an effective rate of 26.8% per year. The Co-op or FCL, or both as the case may be, will advise the Customer of the actual interest rate and of any changes in its interest rate as required by law. The Co-op may suspend or limit the right of the Customer to use the Card until payment has been received by the Co-op or FCL, or both as the case may be. The Co-op has the right to terminate this agreement immediately and without notice to the Customer if any payment to the Co-op or FCL is not made when due. Payments which do not retire the account in full will be applied first to the interest and second to reduce the principal outstanding. If the Customer's account with FCL is past due, FCL will transfer the balance of the account to the Co-op. The Customer agrees to pay all costs and expenses incurred by the Co-op in the collection of any past due account, including legal fees on a solicitor-and-client basis.
8. Co-op patronage will be paid only on petroleum products purchased at the Co-op's own cardlock and will be subject to the provisions of the Co-op's patronage policy.
9. The Co-op has the right at any time to change the access mechanism or codes at the Pump. If the Customer is in default under this agreement or becomes insolvent or bankrupt, the Co-op may terminate this agreement immediately.
10. Neither FCL nor the Co-op nor any retail co-operative nor any TEMPO dealer is liable to the Customer for any inability by the Customer to obtain petroleum products for any reason whatsoever.
11. All notices required to be sent by the customer to the Co-op must be sent by any two of the following methods: by phone, by fax, by email, by registered mail or by personal delivery, all to the attention of the petroleum department of the Co-op. The Co-op may provide notices to the Customer by phone, fax, email or mail to the Customer's numbers or addresses as shown on his or her account application. The parties agree to notify each other of changes in their telephone, fax and email numbers and addresses.
12. If the Customer wishes to obtain additional or amended cards, it may make a verbal request to the Co-op, and if issued, those additional or amended cards will be subject to the terms and conditions of this agreement, even though they were not delivered with this agreement.
13. The customer acknowledges that it has received instructions in (a) the means of activating dispensing equipment using the Card, (b) the proper operation of the dispensing equipment and (c) the location and proper use of the emergency shut-off switches and the fire extinguisher. Only trained cardholders can use the cardlock dispensing equipment, which is not open for general public use. \_\_\_\_\_ Initial.
14. The Customer agrees that it and every person to whom the Customer gives a Card (a) will not leave the dispensing equipment unattended at any time while it is being operated, (b) will control sources of ignition and (c) will not dispense petroleum products into containers that do not comply with fire regulations.
15. The customer agrees to indemnify FCL and the owner of the site from which petroleum products are dispensed using the Card against all claims, liabilities, demands, damages and causes of action, and all costs and expenses of investigating and defending them, including legal fees on a solicitor-and-client basis arising from the use of the Card or the dispensing equipment, including injury to a person or persons, including death and property damage including environmental contamination of soil or groundwater.
16. The Co-op may vary the terms by which the Card is to be used at any time by notice to the Customer. Any use of the Card after notice of a change is subject to the varied terms.



# YELLOWKNIFE CO-OP CARDLOCK APPLICATION



## ENJOY THE BENEFITS OF OUR CARDLOCK

- 24 hour access to top-quality Co-op diesel  
Itemized monthly invoices
- Enjoy the same equity and rebate programs as with pump fuels (at Yellowknife Co-op locations only)
- Personalized PIN for your security
- Access to over 280 Co-op Cardlocks across Western Canada (maps and GPS locations available online at [www.fuel.crs](http://www.fuel.crs))

### Yellowknife Cardlock

- Clear Diesel
- Located next to our C-Store with a full offering of confectionery and convenience items, hot food, ATM and lubricants.

RESTRICTIONS: You must have a Yellowknife Co-op membership (\$1 lifetime membership). You must have approved credit with Yellowknife Co-op. Accounts must be paid in full each month upon receipt of statement.



# CO-OP® Cardlock Cardholder Application

Name of Applicant \_\_\_\_\_  
 Address of Applicant \_\_\_\_\_  
 \_\_\_\_\_  
 Applicant's Phone No. \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Fax No. \_\_\_\_\_

FOR OFFICE USE ONLY	
Date _____	
Name of Co-op _____	
Address of Co-op _____	
Acct. No. _____ Loc. _____ Dept. _____	
Co-op Member No. _____	
Co-op Cardlock No. _____	

**CARD SPECIFICATIONS REQUESTED:**  
 Type of Card  Local  System Wide  
 No. of Cards \_\_\_\_\_  
 Max. Litre Fill to Confirm \_\_\_\_\_  
 Unit Numbers Requested  Yes  No  
 Odometer Reading Requested  Yes  No

**PRODUCTS:** Clear  Diesel

**PLEASE READ THE FOLLOWING AND SIGN:**

- I apply for a cardlock card(s) (the "Card") of the local or system-wide type as indicated above, for the purchase of petroleum fuel in the CO-OP Cardlock System.
- I agree to complete and sign the necessary account application form.
- I hereby confirm that I have been provided a copy of the Cardlock User Agreement (Form 910), and if my application herein is accepted, I unequivocally confirm that I accept all terms and conditions contained therein. In particular, I acknowledge that I have carefully read and reviewed paragraph 6 of the cardlock user agreement and fully and unequivocally confirm that I shall be fully responsible for all charges incurred as against my cardlock

- card, regardless of whether the charges were incurred without my consent or knowledge. \_\_\_\_\_ Signed.
- I will not purchase marked fuel in a province where I do not have a marked fuel purchasing permit. If such a purchase is made, I understand that I will be charged the clear fuel price (inclusive of all taxes). I also understand that this may result in prosecution under the applicable provincial fuel tax act(s).
  - For Manitoba users of marked fuel:** As the purchaser of marker fuel in the Province of Manitoba, I fully understand and agree that marked fuel must be purchased solely for the purposes authorized under *The Fuel Tax Act* and that any unauthorized use may result in prosecution.

**SIGNING BY CORPORATE APPLICANT:**

Full Corporate Name \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Authorized Signature Authorized Signature

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**SIGNING BY APPLICANT WHO IS AN INDIVIDUAL OR PARTNERSHIP:**

Signature of Sole Proprietor or Partner \_\_\_\_\_

Signature of Partner \_\_\_\_\_

Signature of Partner \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED AND DELIVERED** in the presence of:

Signature of Witness \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Date: \_\_\_\_\_

# Business/Corporate Credit Application

Membership Number \_\_\_\_\_

Applicant's Name \_\_\_\_\_ Home Phone No. ( ) \_\_\_\_\_  
 Social Insurance No. (Optional) \_\_\_\_\_ Birthdate (MM/DD/YY) \_\_\_\_/\_\_\_\_/\_\_\_\_  Own  Rent  Other \_\_\_\_\_  
 Address (if P.O. Box Street Address as well) \_\_\_\_\_  
 City / Town \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs.  
 Former Address (If less than one year) \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Email: \_\_\_\_\_

Co-applicant's Name \_\_\_\_\_ Birthdate (MM/DD/YY) \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Insurance No. (Optional) \_\_\_\_\_ Relationship  Spouse  Other \_\_\_\_\_

Applicant's Employer or Source of Income \_\_\_\_\_ Address \_\_\_\_\_  
 Occupation \_\_\_\_\_ Annual Income \_\_\_\_\_ Business Phone No. ( ) \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs.  
 Previous Employer (if less than two years with current employer) \_\_\_\_\_  
 Address \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs.

Co-applicant's Employer or Source of Income \_\_\_\_\_ Address \_\_\_\_\_  
 Occupation \_\_\_\_\_ Annual Income \_\_\_\_\_ Business Phone No. ( ) \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs.

Name of Bank, Credit Union or Finance Company \_\_\_\_\_ Branch Address \_\_\_\_\_  
 Telephone No. ( ) \_\_\_\_\_ Type of Account  Chequing  Savings  Other \_\_\_\_\_ Account No. \_\_\_\_\_  
 If Joint Account - Names on Account \_\_\_\_\_

Other Loan or Finance Company Reference \_\_\_\_\_ Branch Address \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_  
 Credit / Charge Cards (Banks, Department Stores, Oil Co., etc.)  No  Yes If yes, list below:  

Name	Address	Amount Owing	Account No.
_____	_____	_____	_____
_____	_____	_____	_____

Previous Co-op Account?  No  Yes When \_\_\_\_\_ Member No. \_\_\_\_\_

Have you been discharged from bankruptcy in the last six years? No  Yes

CREDIT LIMIT REQUESTED \$ _____	# of cardlock cards requested _____
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## Personal/Consumer Credit Card Payments

Personal/Consumer cardlock accounts are to be paid in full monthly with a credit card number kept on file. For Personal cardlock applications please complete the Cardholder Application and the Cardlock User Agreement. Contact the Yellowknife Co-op at (867) 873-5770(ext224) to provide payment instructions to be kept on file. \_\_\_\_\_ Signed.

**PLEASE READ, DATE AND SIGN**

I/We Certify that the above information is true. I/We certify that I am/we are entering into this credit agreement primarily for personal, family, household or non-corporate farming purposes. I am/We are at least the minimum adult age. I/We understand the Co-op may accept or reject this application. If this credit application is accepted, I am/We are bound by the Co-op's Credit Agreement and Statement of Disclosure and any amendments or replacements that the Co-op sends me. I/We have retained a copy of the Credit Agreement and Statement of Disclosure. If the Co-op has service cards, I request a Co-op service card to be issued to me and to the co-applicant set out below. Where a co-applicant signs this application with me, we acknowledge that the terms of this application and all consents given in it bind both of us. We agree to be jointly and individually liable, which means we are liable both individually and together for all amounts charged to the account.

**I/We consent to the exchange of account and credit information and personal information from time to time by the Co-op and the financial references provided and to the exchange of credit information with any credit grantor, credit bureau, credit reporting agency or my/our employer(s).**

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 MM DD YY

Service Card for co-applicants  YES  NO

Applicant's Signature \_\_\_\_\_ Applicant's Signature \_\_\_\_\_