





# Colonial Fuel & Lubricant Services, Inc.

*A Subsidiary of Colonial Group, Inc.*

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

CFLS Account #: \_\_\_\_\_ (if known)

Customer Name: \_\_\_\_\_

On the date referenced above, I, \_\_\_\_\_, certify I am an authorized user/signer on the below referenced credit card. I authorize Colonial Fuel and Lubricant Services, Inc. to retain the credit card information on file and charge the amount of each product delivery up to \$\_\_\_\_\_ on the credit card with the last four digits of x\_\_\_\_\_ and expiring on \_\_\_\_\_. Please e-mail receipts to: \_\_\_\_\_.

Cardholder Name: \_\_\_\_\_

Cardholder Billing Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness (Required):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# **COLONIAL FUELS AND LUBRICANT SERVICES, INC.**

## **EQUIPMENT LICENSE AGREEMENT**

This equipment license agreement made and entered into by and between Colonial Fuels and Lubricant Services, Inc., a Georgia Corporation and the licensor (“CFLS” or “LICENSOR”), and \_\_\_\_\_, the licensee (“CUSTOMER” or “LICENSEE”). For and in consideration of the promises and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, CFLS and CUSTOMER agree as follows.

- 1) CFLS hereby grants to CUSTOMER a revocable license to use equipment listed in Attachment A or provided to CUSTOMER as part of any work or service order after the date of this agreement (the “Equipment”). The Equipment shall remain the property of CFLS and shall not be removed from the location delivered without the express written consent of CFLS. CUSTOMER, at its expense, shall pay for all permits, licenses, taxes and assessments on the Equipment and will reimburse CFLS in a timely manner for any such expenses paid on behalf of CUSTOMER. CUSTOMER agrees that Equipment shall be used solely for the storage and dispensing of products purchased from CFLS and for no other purpose.
- 2) CUSTOMER accepts delivery of the Equipment in its present condition. While the Equipment is in CUSTOMER’S possession, CUSTOMER agrees to protect the Equipment from fire, water intrusion, flood, hurricane, tornado, wind or rain damage and from vandalism, theft or mysterious disappearance. CUSTOMER is responsible for ANY damage to equipment while in the CUSTOMER’S possession. Should any of the above incidents occur to lose or destroy the Equipment or its product content, CUSTOMER agrees to replace the Equipment or pay CFLS for the Equipment at CFLS’ cost to replace the Equipment and assume responsibility for damages due to contaminated product.
- 3) THE GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES BY COLONIAL FUEL AND LUBRICANT SERVICES, INC. LOCATED AT [HTTP://COLONIALFUELS.COM/GTC](http://colonialfuels.com/gtc) ARE INCORPORATED HEREIN BY REFERENCE, MADE A PART OF THE AGREEMENT BETWEEN BUYER AND CFLS, AND SHALL APPLY TO AND GOVERN ALL BUYER’S PURCHASES FROM CFLS. SUCH GENERAL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY CFLS FROM TIME TO TIME, AND THE TERMS AND CONDITIONS APPLICABLE TO EACH NEW PURCHASE BY BUYER WILL BE THOSE IN EFFECT ON SAID WEB PAGE UPON THE EARLIER OF BUYER’S RECEIPT OF PRODUCT, CFLS’S DELIVERY TO OR FOR THE BENEFIT OF BUYER OF PRODUCT, OR BUYER’S PAYMENT FOR PRODUCT. BUYER SHOULD REVIEW THE TERMS AND CONDITIONS PRIOR TO EACH PURCHASE REQUEST OR WORK ORDER. While the General Terms and Conditions may be viewed, downloaded and printed from <http://colonialfuels.com/gtc>, CFLS will provide a copy of the General Terms and Conditions and updates thereto upon request. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an original, and by executing and delivering this Agreement or by requesting, purchasing, receiving or paying for products or services from CFLS, the undersigned agrees to be bound hereby and by the General Terms and Conditions, as the same may be changed from time to time as aforesaid.
- 4) A fair and reasonable charge will be made for delivery of tank, pick-up of tank, service calls, parts, and labor due. Service charges shall apply to service calls including but not limited to those related to negligence or misuse of equipment by CUSTOMER. This negligence includes but is not limited to that of CUSTOMER’S employees, agents, patrons and visitors.
- 5) CUSTOMER will comply with all laws, ordinances, and regulations applicable to the Equipment or Customer’s use thereof throughout the term of this agreement, including but not limited to applicable environmental laws, rules and regulations. CFLS shall not be responsible for any loss, spill or release of any fuel, oil, ATF, DEF, grease, gear lube, anti-freeze, undercoating, rustproofing, or other product or things caused by or resulting from in any way any failure or malfunction of the Equipment or any use of the Equipment while in CUSTOMER’S possession or on CUSTOMER’S premises, and CUSTOMER will defend, hold harmless and indemnify CFLS from and against any claims, demands, losses, fines, penalties, costs, expenses or liabilities of any nature arising from any of the same, including but not limited to reasonable attorney’s fees. It is recommended for CUSTOMER’S own protection that the air supply be cut off from the pumps whenever they are not being used.
- 6) CFLS shall not be liable to CUSTOMER or CUSTOMER’S employees, agents, customers, suppliers, contractors, patrons, visitors, or to any other person whomsoever for any injury to person or damage to property on or about the CUSTOMER’S premises resulting in any way from the use or possession of the Equipment while in CUSTOMER’S

possession or on CUSTOMER'S premises. CUSTOMER will defend, hold harmless and indemnify CFLS from any claims, demands, losses, fines, penalties, costs, expenses or liabilities of any nature arising from any of the same, including but not limited to reasonable attorney's fees.

- 7) **DEFAULT, TERMINATION, REMEDIES:** Either CUSTOMER or CFLS may terminate this agreement at any time for any or no reason upon at least 5 days advance written notice. If one or more of the following events occur, CUSTOMER will be deemed for all purposes to be in default hereof, and CFLS, at its option and without any further or advance notice, will have good cause and the right to terminate this agreement, to take possession of and pick up the Equipment, and/or take such other action as may be permitted under this agreement, in equity or at law.
- i) CUSTOMER fails to make any payment to CFLS within terms or files Bankruptcy.
  - ii) CUSTOMER fails to meet monthly volume throughput requirements established in Attachment A
  - iii) CUSTOMER violates or otherwise fails to comply with any material requirement imposed upon or promise made by it in this Agreement including utilizing equipment for products not purchased from CFLS.
  - iv) CUSTOMER (i) becomes insolvent (defined for purposes hereof as failure to meet its obligations as the same fall due); (ii) files a pleading or creates any document admitting an allegation of insolvency; (iii) makes an assignment for the benefit of creditors or applies for, consents to or suffers the appointment of a receiver or trustee for any part of its property or assets; or (iv) fails to satisfy or to appeal from any judgment or attachment within thirty days from the date of entry.
- 8) CUSTOMER shall not assign, transfer, convey or sublet any interest in this agreement or any portion hereof, without the prior written consent of CFLS, which will not be unreasonably withheld.
- 9) The terms and covenants in this agreement shall survive any termination of this agreement and CUSTOMER grants CFLS the right to enter onto the premises where the Equipment is located and remove the same upon termination.

**ATTACHMENT A**

In addition to any equipment delivered as part of a work or service order after the date of this agreement, the "Equipment" means and includes the items listed below, which Equipment the CUSTOMER agrees shall, at all times, reside at the location it was delivered unless prior written consent is given by CFLS.

| Quantity | Serial Number | Description | Monthly Volume Throughput |
|----------|---------------|-------------|---------------------------|
|          |               |             |                           |
|          |               |             |                           |
|          |               |             |                           |
|          |               |             |                           |

LICENSOR:

LICENSEE:

Colonial Fuels and Lubricant Services, Inc.

\_\_\_\_\_

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_