



Fuel Trac Political Subdivision Fleet Card Application Checklist

- Section 1 - Political Subdivision Information.**
Complete all sections. Note that the LEGAL Political Subdivision name is required in this section; variations or abbreviated names cannot be accepted.
- Section 2 - Authorization and Execution.** Read carefully; sign as directed.
- Section 3 - Additional Political Subdivision Information.** Complete all sections.
- Section 4 - Billing Cycle Selection.** Select your preferred Billing Cycle from the following:
 - **Weekly:** Political Subdivision is billed weekly and may choose Wednesday, Thursday, Friday or Saturday for billing.
 - **Biweekly:** Political Subdivision is billed every other week and may choose the day on which they are billed, Sunday through Saturday, every other week.
 - **Semi-monthly:** Political Subdivision is billed twice a month and may choose the 1st and 15th or the 15th and last day of each month for billing.
 - **Monthly:** Political Subdivision is billed once a month and may choose any day of the month for billing, from the 1st day through the last day of the month.
- Section 5 - USA PATRIOT Act Notification.** Read carefully.
- The Commercial Fleet Card Terms and Conditions (pages 4-7).** Read carefully and retain for your records.
- Submit the Application Package.**

Send completed applications, financial statements as set forth below, and other required material to your U.S. Bank Representative.

If you do not have a U.S. Bank Representative, send completed applications, financial statements and other required material by email to: cpsnewapplications@usbank.com, by fax to U.S. Bank at 866-977-1310, or mail to U.S. Bank Attn: Contract Services, 901 Marquette Avenue, EP-MN-A17S, Minneapolis, MN 55402.

FINANCIAL REQUIREMENTS

MONTHLY CHARGE VOLUME	FINANCIAL STATEMENTS REQUIRED	YEARS
Less than or equal to 1,000,000.00	YES	1
Greater than or equal to \$1,000,000.01	YES	3

Financial statements must contain a Balance Sheet and an Income Statement/Profit and Loss and, if available, Statement of Cash Flows and Auditor's Opinion. If the most recent annual financial statements are more than five (5) months old, please attach the most recent interim financial statements as well.

If Political Subdivision is fuel tax exempt, please provide a copy of your tax certificate.

If you have any questions about the Fleet Card Program, please call your U.S. Bank Sales Representative.



U.S. Bank Commercial Fleet Card

The issuer of the U.S. Bank Fleet Card is U.S. Bank National Association ("U.S. Bank")

Section 1 Political Subdivision ("Political Subdivision") Information.

Political Subdivision's Legal Name (As Stated On Financial Statements)		Federal Tax ID	
DBA Or Political Subdivision Name To Be Embossed On Fleet Card(s) (Limit To 25 Letters And Spaces.)		Date Political Subdivision Established (mm/dd/yyyy)	
Political Subdivision Physical Address (PO Box Not Acceptable)			
City		State	Zip Code
Contact Name	Contact Title	Contact Phone Number	Contact Fax Number
Email Address		Website Address	
Annual Revenue \$	Anticipated Monthly Charge Volume \$		

Section 2 - Authorization And Execution.

By completing this Application, Political Subdivision acknowledges and agrees that: (a) all information provided in this Application is true, complete and accurate and Political Subdivision has the authority to provide such information and complete such Application; (b) Political Subdivision requests that U.S. Bank establish an Account in the name of Political Subdivision and issue Cards in accordance with the Agreement; (c) U.S. Bank will review this Application and may, at its sole discretion, grant such request, but that U.S. Bank is under no obligation to do so; (d) Political Subdivision shall be bound by the Agreement upon signing this Application; and (e) U.S. Bank is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting Accounts with credit reporting agencies and other parties with legitimate business needs for such reports or information. If this Application is approved, Political Subdivision and U.S. Bank agree that the Agreement attached to this Application shall constitute the entire agreement between Political Subdivision and U.S. Bank.

By completing this U.S. Bank Political Subdivision Fleet Card Application ("**Application**"), Political Subdivision acknowledges and agrees that this Application and the attached Agreement constitute a valid, binding and enforceable agreement and that all extensions of credit made pursuant to this Application and the Agreement will be valid and enforceable obligations of the Political Subdivision in accordance with the terms of this Application and the Agreement. The execution of this Application and the performance of the obligations hereunder and under the Agreement are within the powers of the Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which the Political Subdivision is a party or is bound. Political Subdivision has read, understands and agrees to the Agreement attached to this Application and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Application.

The signer of this Application further represents and warrants that he or she is duly authorized by an applicable constitution, charter, code, law, resolution or other government authority to enter into transactions of this nature. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Political Subdivision to be duly bound by this Application and the Agreement. This Application and the Agreement require approval as to form by, and the signature of, the Attorney for the Political Subdivision. If this Application and the Agreement are not "Approved as to Form" by an Attorney for the Political Subdivision, the completion of a Certificate of Authority is required and must accompany this Application.

In witness whereof, Political Subdivision has, by its authorized signer(s), executed this Application and agrees to the attached Agreement.

DATED THIS _____ DAY OF _____, 20 _____ BY:	APPROVED AS TO FORM
Signature	Signature for Attorney of Political Subdivision
Printed Name Of Authorized Officer	Printed Name Of Attorney
Printed Title Of Authorized Officer	Second Signature (if required by Political Subdivision's guidelines)
	Printed Name and Title of Second Authorized Individual

Section 3 – Additional Political Subdivision InformationDoes Political Subdivision Have An Existing Relationship With U.S. Bank? Yes No

If Yes, What Type Of Relationship?

Does Political Subdivision Have A Line Of Credit With U.S. Bank Or Any Other Financial Institution? Yes No

If Yes, Please Provide The Following Information:

Name Of Financial Institution Providing Line Of Credit	Limit	Amount Currently Available
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Does Political Subdivision Conduct Business In A Foreign Country? Yes No

If Yes, List Countries And Nature Of Business Conducted.

Important: Each country must be individually listed, e.g., Italy, France; do not list continents, e.g., Europe, Asia

Section 4 - Billing Cycle Selection

Select your preferred Billing Cycle from the following:

- Weekly – Political Subdivision is billed weekly and may choose Wednesday, Thursday, Friday or Saturday for billing.
- Biweekly – Political Subdivision is billed every other week and may choose the day on which they are billed, Sunday through Saturday, every other week.
- Semi-monthly – Political Subdivision is billed twice a month and may choose the 1st and 15th or the 15th and last day of each month for billing.
- Monthly – Political Subdivision is billed once a month and may choose any day of the month for billing, from the 1st day through the last day of the month.

If Weekly Billing Cycle is selected:

Political Subdivision is hereby notified, and hereby acknowledges that (1) Automated Clearing House (“ACH”) payment and (2) enrollment in Fleet Commander Online are both required with Weekly Billing Cycles. Additionally, by checking the Weekly Billing Cycle box above, Company agrees to, on an appropriate form provided by U.S. Bank, authorize U.S. Bank to draw funds from Political Subdivision’s business bank account by ACH, Electronic Funds Transfer (“EFT”) or other electronic means agreed to by the parties for payment of Political Subdivision’s Statements.

Section 5 – USA PATRIOT Act Notification**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, in order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Political Subdivision, Participant(s) and/or Cardholder(s) to provide their legal entity names, physical street addresses, taxpayer identification numbers and other information that will allow U.S. Bank to identify each Political Subdivision, Participant and/or Cardholder prior to establishing an Account under or in connection with this Application. U.S. Bank reserves the right to require that Political Subdivision, Participant(s) and/or Cardholder(s) promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.

FOR U.S. BANK USE ONLY

Agent, if any	TOA	LOC	RC
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Commercial Fleet Card Terms and Conditions

The U.S. Bank Political Subdivision Fleet Card Terms and Conditions (the “**Agreement**”) is entered into, by and between U. S. Bank National Association (“**U.S. Bank**”) and the entity that signed the Application as “**Political Subdivision**” for the establishment of a Fleet Card Program. This Agreement supersedes any previous and like agreements with Political Subdivision.

1. **EFFECTIVE DATE.** The Agreement shall become effective when U.S. Bank has 1) approved the credit worthiness of Political Subdivision and 2) approved this Application. The “**Effective Date**” of this Agreement shall be the date the Application is signed by Political Subdivision.
2. **SCOPE OF FLEET CARD PROGRAM.** The “**Fleet Card Program**” includes transaction processing, reporting and payment systems with respect to purchases of motor fuels and other products and services by fleet vehicle operations. Upon approval, as indicated above, U.S. Bank will issue U.S. Bank Fleet Cards (“**Fleet Cards**” or “**Cards**”) and establish related Accounts for Political Subdivision, and those of its subsidiaries or affiliates that Political Subdivision may designate to U.S. Bank in writing while this Agreement is in effect and that U.S. Bank approves as participant(s) (known here after as “**Participant**” and “**Participants**”). Political Subdivision shall furnish a list, in writing, to U.S. Bank designating such Participant(s) and legal business names, if business activities are conducted under a name other than Political Subdivision’s. Political Subdivision shall have the right to exclude any Participant from the Fleet Card Program upon written notice to U.S. Bank. Political Subdivision and/or authorized Participant shall designate employees to U.S. Bank that should receive Cards (“**Cardholders**”) and/or be issued Account numbers. Political Subdivision shall be responsible for selecting personal identification number(s) (“**PIN(s)**”), driver identification number(s) (“**Driver ID(s)**”) or vehicle identification number(s) (“**Vehicle ID(s)**”), collectively, “**Account Information**”, pursuant to the Fleet Card Program. Unless U.S. Bank notifies Political Subdivision to the contrary, or a Card has been terminated as provided herein, all Cards will be cancelled upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement. “**Account**” means any account established by U.S. Bank pursuant to this Agreement in the name of Political Subdivision, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.
3. **LIABILITY.** Political Subdivision is solely liable to U.S. Bank for all Debt incurred or arising by virtue of the use of a Card and/or Account of Political Subdivision, Participant or any Cardholder. “**Debt**” means all amounts charged to an Account including without limitation all purchases, fees, Finance Charges, and other charges or amounts due that are owed to U.S. Bank by Political Subdivision, its affiliates, Participants, and/or Cardholders.
4. **BILLING.**
 - a. U.S. Bank will send the Political Subdivision a periodic billing statement (the “**Statement**”), which will itemize all charges for the Billing Cycle. The “**New Balance**” shown on the Statement shall be due in full and payable in U.S. dollars by the date shown on the Statement as the “**Due Date**” and Political Subdivision agrees to make payment by the Due Date, except, however, for Weekly Billing Cycles, Political Subdivision agrees to Automated Clearing House (“**ACH**”) payments as set forth herein and agrees to complete any necessary forms required by U.S. Bank for such payments.
 - b. **Billing Cycles.** The following Billing Cycles are available to Political Subdivision, subject to approval by U.S. Bank. “**Billing Cycle**” means the time period from when a Statement is generated until the next Statement is generated.
 - i. **Weekly Billing Cycle.** A seven (7) day period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts. A Weekly Billing Cycle has fifty-two (52) cycles each calendar year. On the same day of the week, each week, U.S. Bank will send to Political Subdivision a Statement for the just completed Billing Cycle. Political Subdivision agrees to have sufficient funds in its business bank account to satisfy the New Balance so that U.S. Bank may draw funds from such account by ACH payment, as stated herein, to pay the New Balance and the Previous Balance (as defined herein), if any, from its business bank account
 - ii. **Biweekly Billing Cycle.** A two (2) week period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts on the same day of the week, every other week. A Biweekly Billing Cycle has twenty-six (26) billing periods each calendar year.
 - iii. **Semi-monthly Billing Cycle.** A period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts starting on the either the first (1st) or fifteenth (15th) day of each month and ending on the either the fifteenth (15th) or the last day of the that same month, respectively. A Semimonthly Billing Cycle has twenty-four (24) billing periods each calendar year.
 - iv. **Monthly Billing Cycle.** A one (1) month period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts. A Monthly Billing Cycle has twelve (12) billing periods each calendar year.
5. **FINANCE CHARGES.**
 - a. **Finance Charge Calculation.** If Political Subdivision’s New Balance is not paid in full on or before the Due Date, or for Weekly Billing Cycles if Political Subdivision does not have a sufficient balance in its designated bank account for U.S. Bank to draw funds to satisfy the New Balance, a Finance Charge will be charged to Political Subdivision. The Finance Charge will be arrived at by first determining Political Subdivision’s Average Daily Balance (“**ADB**”) and then multiplying the Average Daily Balance by the “**Annual Percentage Rate**” (for Political Subdivision’s state of mailing address) set forth on Schedule A, the Finance Charge Rate Schedule, at the end of this Agreement and dividing by the number of billing cycles in one year to arrive at the “**Finance Charge**”.
 - b. **Average Daily Balance Calculation.** To arrive at the ADB, U.S. Bank will take the beginning balance on Political Subdivision’s account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the “**Daily Balance.**” U.S. Bank will then add all the Daily Balances for the Billing Cycle and divide by the total number of days in the Billing Cycle. The result will be the “**Average Daily Balance.**”
 - c. **Minimum Finance Charges.** If a minimum Finance Charge “**Minimum Finance Charge**” is required by the state in which Political Subdivision has its mailing address, Minimum Finance Charges will be billed as follows.
 - i. **Weekly Billing Cycle.** The Minimum Finance Charge for a Weekly Billing Cycle is \$0.10.
 - ii. **Biweekly Billing Cycle.** The Minimum Finance Charge for a Biweekly Billing Cycle is \$0.15.
 - iii. **Semi-monthly Billing Cycle.** The Minimum Finance Charge for a Semimonthly Billing Cycle is \$0.25.
 - iv. **Monthly Billing Cycle.** The Minimum Finance Charge for a Monthly Billing Cycle is \$0.50.
6. **DELINQUENCY.** An Account will become delinquent unless U.S. Bank receives the amount shown on the Statement as the New Balance, less any disputed amounts by the Due Date. Any unpaid portion of the New Balance will be shown on subsequent Statements as the “**Previous Balance.**” In the event of Political Subdivision’s delinquency, U.S. Bank may elect to terminate this Agreement immediately upon notice to Political Subdivision. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.
7. **DISPUTED BILLINGS.** Political Subdivision may notify U.S. Bank of any disputes regarding charges or billings hereunder in writing, by telephone or by electronic means, such as Fleet Commander[®] *Online*. Written communications relating to billing disputes must be sent to U.S. Bank at PO Box 13050 Overland Park, Kansas 66282-3050. Communications should include the Political Subdivision’s and, if applicable, the Participant’s name(s) and account number(s), the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or

suspected error must be received in written form by U.S. Bank within sixty (60) days after the Statement Date on the Statement on which the disputed or incorrect charge first appeared.

8. LOST OR STOLEN CARD(S) OR COMPROMISED ACCOUNT(S).

- a. Political Subdivision shall immediately, upon receipt of such information, notify U.S. Bank of any lost or stolen Cards, compromised Accounts or Account Information or to cancel Cards, Accounts, or Account access. Such notification and/or request for cancellation can occur by telephone, in writing, or by any agreed to electronic means. Addresses and telephone numbers at the time of this writing appear at the end of this Section 8a. After notification has been made to U.S. Bank of such lost or stolen Cards, compromised Accounts or Account Information, or to cancel Cards, Accounts or Account access, use of such Cards or Accounts is expressly prohibited. Failure to notify U.S. Bank immediately of lost or stolen Cards, compromised Accounts or Account Information, or to request cancellation of Cards, Accounts or Account access, as required by this Section 8, may result in Political Subdivision's liability for any charges, fees, transactions or purchases on such Cards or Accounts. Political Subdivision shall not be liable for use of such Cards or Accounts following receipt by U.S. Bank of the notice required herein. Political Subdivision agree to assist U.S. Bank in determining the facts, circumstances and other pertinent information related to any loss or possible unauthorized use of Cards, Accounts or Account Information, and to comply with such procedures as may be required by U.S. Bank in connection with the investigation. Such procedures may include the submission of pertinent information in writing, within sixty (60) days of the date of the loss. Notwithstanding the foregoing, U.S. Bank shall continue to process all claims for lost, stolen or unauthorized use of Cards or Accounts whether or not such information is submitted within sixty (60) days of the loss. Additionally, notwithstanding the foregoing, since Cardholders have no liability to U.S. Bank for lost, stolen or cancelled Cards or Accounts, should Political Subdivision separately hold a Cardholder liable for any such loss related to unauthorized use by someone other than the Cardholder, Political Subdivision agree to advise Cardholder, in advance, of any liability that may be imposed on a Cardholder and Political Subdivision acknowledge that any such liability imposed on any Cardholder cannot exceed fifty U.S. dollars (\$50.00). In any event, Political Subdivision acknowledges that by complying with all such procedures losses by both parties may be limited. U.S. Bank is not responsible for controlling the use of any Card(s), Account(s) or Account Information, other than as specifically provided herein. Notification can be made by telephone to 800-987-6591, in writing to U.S. Bank at PO Box 13050 Overland Park, KS 66282-3050 OR by facsimile at 800-987-6592.
- b. Political Subdivision agrees to use fraud controls provided by U.S. Bank and acknowledges that such use is required in order to exercise any recovery from U.S. Bank. At minimum, Political Subdivision agree to: (1) ensure that Account Information and Cards are safeguarded and kept separate and apart from one another, and (2) have daily transaction and spending limits in place on Cards based on the spending needs of their drivers. U.S. Bank shall not be liable for any losses due to fraud if Political Subdivision fail to demonstrate that both such fraud controls are in effect and actively used.
- c. Subject to the terms set forth above in this Section 8, U.S. Bank agrees it shall be liable for fraudulent charges incurred or arising by the use of Cards in the Card Program, however, U.S. Bank shall not in any event be liable for any employee and/or Cardholder misuse of a Card.

9. FEES. The fees and charges listed below may apply to this Agreement. Failure of U.S. Bank to apply any fee or charge outlined in this Agreement at any time does not preclude U.S. Bank from ever applying such fee or charge. U.S. Bank reserves the right to change pricing upon thirty (30) days prior notice to Political Subdivision.

- a. **Returned Check Fee.** If any check for payment of an Account is returned unpaid, U.S. Bank will charge a returned check fee ("**Returned Check Fee**") of twenty U.S. Dollars (\$20.00).
- b. **Finance Charge.** A Finance Charge as provided in Section 5 of this Agreement.
- c. **Foreign Currency Fee.** U.S. Bank will charge a foreign currency conversion fee ("**Foreign Currency Conversion Fee**") of two percent (2.0%) for transactions made outside the United States and the Statement will reflect the conversion into U.S. Dollars on transactions that have occurred in a different currency and an applicable exchange rate for such conversions.
- d. **Logo Fee.** U.S. Bank may charge a fee of three hundred fifty U.S. Dollars (\$350.00) to set Political Subdivision's and/or Participant's logo on the Card (the "**Logo Fee**"). A two-week delay may occur with Card issuance and implementation.
- e. **Set-Up Fee and Monthly Card Fee.** The following fees may be charged to companies with monthly charge volume of less than eight thousand U.S. Dollars (\$8,000.00):
 - (i) One time Account Set-Up Fee, per Account: \$45.00,
 - (ii) Monthly Card Fee, per Card: 1-25 Cards - \$2.00; 26-100 Cards: \$1.75; 101-200 Cards: \$1.50.

10. CONFIDENTIALITY. U.S. Bank considers the Fleet Card Program to be a unique service involving proprietary information of U.S. Bank. Political Subdivision agrees that the Fleet Card Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Political Subdivision, and only to the extent necessary for Political Subdivision to participate in the Fleet Card Program. U.S. Bank agrees that it will maintain all non-public data relative to Political Subdivision's Account(s) under the Fleet Card Program as confidential information and U.S. Bank agrees to use such data regarding Political Subdivision exclusively for the providing of services to Political Subdivision hereunder and not to release such information to any other party except its agents; provided, however, that U.S. Bank must disclose transaction information to merchants and third party processors. Notwithstanding the foregoing, if Political Subdivision participates in the Fleet Card Program through a third party who participates in a referral or similar program with U.S. Bank, Political Subdivision consents to U.S. Bank sharing Political Subdivision information with the third party to carry out the requirements of the third party program, and Political Subdivision acknowledges that such shared information may contain direct or indirect identification of Political Subdivision. U.S. Bank agrees to take all reasonable steps to safeguard such proprietary information and not to release such information to any party or agent not essential to participation in the Fleet Card Program or the third party program.

11. TERM, TERMINATION AND SUSPENSION.

- a. This Agreement shall remain in full force and effect for an initial term of five (5) years from the Effective Date of this Agreement, and shall continue thereafter until terminated by Political Subdivision or U.S. Bank upon thirty (30) days prior written notice to the other party. After the completion of the Base Period either party may terminate this Agreement without cause, at any time, upon ninety (90) days prior written notice to the other Party. The effective date of termination shall be stated in the written notice of termination. All Cards and Accounts shall be deemed canceled effective upon termination of this Agreement.
- b. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other party, upon any one (1) or more of the following events: (i) dissolution or liquidation of the other Party, or Parent thereof, if applicable; (ii) insolvency of the other party or Parent thereof, if applicable, or the filing of a bankruptcy or insolvency proceeding by the other party, the appointment of a receiver or trustee for benefit of creditors of the other party or if the other party enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of the other party; or (iv) any failure by the other party to perform a material obligation of this Agreement.
- c. Upon termination of this Agreement for any reason, Political Subdivision shall destroy all Cards and return all confidential information of U.S. Bank to U.S. Bank. Political Subdivision shall remain liable for all Debt incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.
- d. U.S. Bank shall have the right to suspend any and all services and Debt to Political Subdivision under this Agreement in the event that: (i) Political Subdivision has breached any term of this Agreement; (ii) Debt due from Political Subdivision, in the aggregate, exceeds any of the ACL or the PCL as these terms are defined in Section 16 of this Agreement; or (iii) an Account becomes delinquent. An Account will become Delinquent unless U.S.

Bank receives the New Balance, less any disputed amounts, on or before the Due Date. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.

- e. Rights, Debt or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

12. INDEMNIFICATION.

- a. Except to the extent that any injury is due to Political Subdivision's or a Participant's negligent acts or omissions, U.S. Bank shall indemnify and hold Political Subdivision and Participants harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of U.S. Bank, its agents, employees and subcontractors. U.S. Bank shall indemnify and hold Political Subdivision and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.
- b. Except to the extent that any injury is due to U.S. Bank's negligent acts or omissions, Political Subdivision shall indemnify and hold U.S. Bank harmless against all losses, damages, costs, expenses and liability which may result in anyway from any negligent or wrongful act or omission of Political Subdivision, Participants, its agents, employees and subcontractors. Political Subdivision and Participants shall indemnify and hold U.S. Bank harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL POLITICAL SUBDIVISION, PARTICIPANT(S), U.S. BANK OR ANY AFFILIATE OF U.S. BANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

- 14. **WARRANTIES.** Political Subdivision warrants the truth, completeness and accuracy of the following in connection with this Agreement: (i) The financial information and all other information provided to U.S. Bank; (ii) This Agreement is a valid, binding and enforceable agreement; (iii) The execution of this Agreement and the performance of its Debt are within Political Subdivision's power, has been authorized by all necessary action and does not constitute a breach of any agreement of Political Subdivision with any party; (iv) Political Subdivision has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Card and/or participation in the Fleet Card Program; (v) the execution of this Agreement and the performance of its Debt under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Political Subdivision possesses the financial capacity to perform all of its Debt under this Agreement. The parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and U.S. Bank will have the right, upon notice to Political Subdivision, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable. **U.S. Bank hereby disclaims any and all warranties with respect to goods and services purchased with its Cards and/or Accounts, including, without limitation, the implied warranty of merchantability or fitness for a particular purpose.** This warranty and damages disclaimer shall apply whether U.S. Bank acts as card issuer, arranger of third party credit, or otherwise.

- 15. **FINANCIAL INFORMATION.** Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Political Subdivision shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (the parent of U.S. Bank) or any of its subsidiaries, Political Subdivision shall either provide: (i) last year's annual financial statements, if Political Subdivision anticipates monthly charge volume less than \$1,000,000.00, or (ii) the last three (3) years of annual financial statements, if Political Subdivision anticipates monthly charge volume greater than \$1,000,000.00. Annually thereafter, as soon as available, and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Political Subdivision, Political Subdivision must provide its most recent financial statements. U.S. Bank prefers audited financial statements that have been prepared by Political Subdivision's independent certified public accountant. In the event U.S. Bank requires additional information to conduct its review, or if Political Subdivision's monthly charge volume increases such that the information it provided in 15.(i) above is no longer sufficient for underwriting Political Subdivision, Political Subdivision agrees to provide to U.S. Bank the information set forth in 15.(ii), above, as the case may dictate, and, if requested, such other information regarding the business, operations, affairs, and financial condition of Political Subdivision as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

- 16. **AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an account credit limit (an "ACL") for each Account and an aggregate product credit limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

- a. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Political Subdivision of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such notice, Political Subdivision shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
- b. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL. (1) *Political Subdivision Accounts.* U.S. Bank shall provide notice to Political Subdivision of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such notice, Political Subdivision shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL. (2) *Fraudulent Activity.* U.S. Bank may revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

- 17. **CHANGE IN TERMS OF THE AGREEMENT.** U.S. Bank may change the terms of this Agreement at any time by giving Political Subdivision notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Political Subdivision does not accept the changes, Political Subdivision must notify U.S. Bank in writing within twenty-five (25) days after the date of the notice that Political Subdivision refuses to accept the changes and elects to terminate this Agreement. Should Political Subdivision elect to terminate this Agreement pursuant to this Section 17, all outstanding Debt shall become due and payable by Political Subdivision to U.S. Bank, according to the terms of this Agreement. Political Subdivision will also be responsible for ensuring the destruction of all Cards.

- 18. **REGISTERED MARKS AND TRADEMARKS.** Political Subdivision has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by U.S. Bank.

- 19. **NOTICES.** Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank and Political Subdivision or a Participant, all notices, requests and other communication provided for hereunder must be directed to Political Subdivision at the address on the Application and to U.S. Bank at U.S. Bank Attn: Contract Services, 901 Marquette Avenue, EP-MN-A17S, Minneapolis, MN 55402. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any means approved by U.S. Bank. Either party may, by written notice to the other, change its notification address.

- 20. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of Ohio (without giving effect to the conflict of law principles thereof) and applicable federal laws.

- 21. **EMPLOYMENT OF AGENTS.** U.S. Bank may, in its sole discretion, employ affiliates or subsidiaries of U.S. Bank as agents to perform part or all of its obligations under this Agreement at any time without consent of Political Subdivision; provided, however, that such action shall not affect its obligations to Political Subdivision hereunder.

22. **FLEET CONTACT.** The Fleet Contact listed on the Application is authorized to provide U.S. Bank with the information necessary to establish the Account records and Cards, including, but not limited to, PINs, Vehicle IDs, Driver IDs, and related information. U.S. Bank is authorized to send all Account information and Cards produced to the Fleet Contact's attention. Political Subdivision may, at any time, by written notice to U.S. Bank, change its Fleet Contact or designate a different Fleet Contact than is listed on the Fleet Card Application.
23. **ASSIGNMENT.** This Agreement and any and all rights and Debt associated with the same may be assigned without prior notice to Political Subdivision. All of U.S. Bank's rights under this Agreement shall also apply to any assignee of this Agreement. Political Subdivision may not assign or transfer this Agreement or any rights or Debt hereunder, by merger, of law, or otherwise, without the prior written consent of U.S. Bank.
24. **CUSTOMER SERVICE.** Political Subdivision may contact U.S. Bank's customer service center 24/7 at 800-987-6591 for Fleet Program customer service. Political Subdivision may contact Fleet Services customer service center 24/7 at 800-987-6589 for merchant authorization support.
25. **SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.

SCHEDULE A

FINANCE CHARGE RATE SCHEDULE

<u>State of Mailing Address</u>	<u>Balance Subject to Finance Charge</u>	<u>Periodic (Monthly) Rate</u>	<u>Annual Percentage Rate</u>
California, Colorado, District of Columbia, Georgia, Idaho, Indiana, Mississippi, New Jersey, New Mexico, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Wyoming	ALL	1.75%	21.0%
Arizona, Delaware, Illinois, Kentucky, Nevada, New Hampshire, New York, Oregon	ALL	1.80%	21.6%
Pennsylvania	ALL	1.25%	15%
Minnesota	ALL	1.33%	16.0%
Michigan	ALL	1.70%	20.4%
Arkansas	ALL	.792%	9.5%
Iowa	ALL	1.65%	19.8%
Nebraska	0-\$500	1.75%	21.0%
	over \$500	1.50%	18.0%
Maryland	0-\$700	1.55%	21.0%
	over \$700	1.00%	18.0%
West Virginia	0-\$750	1.50%	18.0%
	over \$750	1.00%	12.0%
Alaska	0-\$1000	1.50%	18.0%
	over \$1000	.83%	10.0%
Kansas	0-\$1000	1.50%	18.0%
	over \$1000	1.20%	14.4%
Alabama	0-\$750	1.75%	21.0%
	over \$750	1.50%	18.0%
Connecticut, Florida, Hawaii, Louisiana, Maine, Massachusetts, Montana, North Carolina, North Dakota, Ohio, Rhode Island, Washington, Wisconsin	ALL	1.50%	18.0%
Missouri	ALL	1.67%	20.04%