

Fuel Network User Agreement

Attachment B



1. **PARTIES TO THE AGREEMENT:** Between the State of Utah, Department of Administrative Services, Division of Fleet Operations referred to as the STATE and the following USER:

USER Name: _____ Fed Tax ID: _____

User Billing Address: _____

Contact Person: _____ Phone: () _____

2. **PURPOSE OF AGREEMENT:** The purpose of this agreement is to provide electronic fuel dispensing and fleet card processing services to the USER at State Consolidated Network sites.

3. **PERIOD OF AGREEMENT:** Effective _____ and will continue until canceled by either party by giving the other party fifteen (15) days prior written notice. On termination of this agreement all payments will be processed for purchases made by USER through the date of termination.

4. **PAYMENT PROCEDURES:** USER will be billed monthly directly from FLEETCOR. The monthly billing and "Fuel Management Report" are the same document. USER agrees to pay the billing within twenty-one (21) days of billing closing date. Non-payment can cause the access cards to become "disabled" until payment is received.

5. **USER ACCESS CARDS:** Access cards for fuel purchases will be issued to USER for agency staff use.

6. **COSTS TO BE BILLED USER:** The cost of fuel at "State managed" locations will be at "rack" plus delivery and administrative fee". This fee is established through public rate hearings and is based on the costs of managing the Network. The costs and rates are Public Information and will be made public.

7. **OPERATING PROCEDURES:** USER will advise staff to use the NETWORK facilities in a responsible and safe manner and shall indemnify the STATE for damages caused by USER'S at a State Consolidated Network site.

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed between the USER and the STATE on this date _____.

USER

STATE

Authorized Representative

Division of Fleet Operations

Type Name and title of authorized

Name and Title of Representative

