

Cota & Cota, Inc. Key Club Membership

ACCOUNT # _____
FOR OFFICE USE ONLY



Main Office: 4 Green Street, Bellows Falls, VT 05101
Brattleboro: 584 Putney Road, Brattleboro, VT 05301
Jamaica: 2097 VT Route 30, Jamaica, VT 05343
Ludlow: 7 Main Street, Ludlow, VT 05149
Manchester: 31 Memorial Avenue, Manchester, VT 05255
Springfield: 65 Rt 106, N. Springfield, VT 05150
White River Jct.: 8 Barnes Avenue, White River Jct., VT 05001

(802) 463-0000, Fax: (802) 460-3429
 (802) 254-0000, Fax: (802) 246-1312
 (802) 297-0000, Fax: (802) 874-7124
 (802) 228-8866, Fax: (802) 228-8845
 (802) 362-1941, Fax: (802) 366-1943
 (802) 886-3200, Fax: (802) 886-2035
 (802) 295-0000, Fax: (802) 359-1088

SAFETY INFORMATION & CHECK LIST FOR OPENING MY COTA KEY CLUB ACCOUNT

Name/Guarantor: _____ **Date:** _____

Billing Address: _____ **Billing Phone:** _____

Town, State, Zip: _____ **Business Phone:** _____

VEHICLE DATA & INFORMATION

Vehicle #1 Name: _____ (Office Use: Acct # - & Multi-Drop&Prod.) _____

Make: _____ Model: _____ Year : _____ (Office Use: Key ID:) _____

Tank Size: _____ gals. Gasoline Ultra Low Sulfur Diesel **4-Digit PIN (Personal Identification Number):** _____

Plate #: _____ State: _____

Vehicle #2 Name: _____ (Office Use: Acct # - & Multi-Drop&Prod.) _____

Make: _____ Model: _____ Year : _____ (Office Use: Key ID:) _____

Tank Size: _____ gals. Gasoline Ultra Low Sulfur Diesel **4-Digit PIN (Personal Identification Number):** _____

Plate #: _____ State: _____

Vehicle #3 Name: _____ (Office Use: Acct # - & Multi-Drop&Prod.) _____

Make: _____ Model: _____ Year : _____ (Office Use: Key ID:) _____

Tank Size: _____ gals. Gasoline Ultra Low Sulfur Diesel **4-Digit PIN (Personal Identification Number):** _____

Plate #: _____ State: _____

Vehicle #4 Name: _____ (Office Use: Acct # - & Multi-Drop&Prod.) _____

Make: _____ Model: _____ Year : _____ (Office Use: Key ID:) _____

Tank Size: _____ gals. Gasoline Ultra Low Sulfur Diesel **4-Digit PIN (Personal Identification Number):** _____

Plate #: _____ State: _____

Company reserves the right on sixty (60) days' written notice to the Customer at any time during the time of this Agreement to alter the terms, policies, conditions, product availability, credit terms, rental charges, cash discounts, and labor charges. The Company shall give notice to the Customer by periodically delivering an updated "Service Policy Brochure" for current information regarding these matters. Buyer understands that the Cota & Cota, Inc.'s "Cota Key Club Membership" is a private use facility. Membership includes a safety systems check, where the member understands and acknowledges the following safety procedures, and acknowledges that violations may result in termination of membership.

1. No Smoking within 50 feet of the tanks, dispensers and storage facilities.
2. I understand and have been instructed on how to engage the fire suppression systems.
3. I understand and have been instructed on how to use the 24 hour emergency phone.
4. I understand and have been instructed on the proper use of the control system and pump system.

THIS IS MY ORDER: I wish to purchase Gasoline and/or Diesel Products and I agree to make payment under the following terms:

a) I authorize Cota & Cota, Inc. to charge Cota Key Club purchases to the following credit card every seven (7) days:
 _____ Master Card/Visa _____ Expiration Date _____

b) I will make payments by Personal Check or Cash within seven (7) days after invoice date.
 Do not sign this agreement if any of the spaces intended for the agreed terms are left blank.

BUYER'S NAME PRINTED: _____

GUARANTOR'S SIGNATURE: _____

DATE: _____

ACCEPTED FOR THE COMPANY	
Credit Manager: _____	_____
Signature Dated: _____	_____
Contact Person: _____	Date: _____

AUTHORIZATION:

I/We authorize you or your designee to investigate the references and other data furnished by me/us or any other person pertaining to my/our credit responsibility. I/We certify that the information on this application is true and correct and made for the purpose of obtaining credit and/or opening an account. This information may be used in collection of debts owed by me/us in the future. Fax may serve as original.

KEY CLUB MEMBERSHIP TERMS

Applicability: All terms and agreements, "Company" refers to Cota & Cota, Gay's Fuel Service, Parker Oil, and any and all other subsidiaries. This agreement is subject to acceptance by an authorized Company representative.

Payment is due within seven (7) days after invoice date. If purchases under Company Key Club Membership becomes past due, Company will, at its discretion, invalidate keys.

Company reserves the right to deactivate any key and membership at any time without cause or notice.

Company Key Club Membership may be cancelled by either party on 30 days' written notice.

Customer Key Club Membership price per gallon amount is subject to change due to increased usage and/or price fluctuations. Any services and/or deliveries in addition to Customer's Key Club Membership are due upon receipt (refer to Company's Service Policy Brochure). Customers who do not pay according to Company terms may, at Company's option, be converted to a Revolving Credit Agreement and thereby become subject to imposition of FINANCE CHARGES.

REVOLVING CREDIT AGREEMENT

Terms - Payment due upon receipt of Invoice. To avoid the imposition of FINANCE CHARGES, pay the New Balance within 30 days (28 days for February statements) from Closing Date of your periodic statement. If payment is not made, the undersigned authorizes Company to impose a FINANCE CHARGE by applying a periodic rate of 1-1/2% PER MONTH (18% PER ANNUM), and balances in excess of \$500.00, a FINANCE CHARGE of 1% PER MONTH (12% PER ANNUM) on my/our account, excluding current purchases.

I/We understand that if I/We do not pay this account in accordance with the stated terms, I/We may become obligated to pay the costs for collection, including reasonable attorney fees, as permitted by law.

New Hampshire Statutes-Notice of Lien for Labor and Materials Title XLI Chapter Section 447:2 Notice is hereby given that Company, 4 Green Street, Bellows Falls, Vermont 05101 does assert a lien against the real estate of the Customer who is signing said contract and upon which real estate improvements that have been made by Company, by virtue of a contract with an agent, contractor or subcontractor of the Customer. This notice is given pursuant to the NH Statutes Title XLI 447:5 that a lien may be claimed on material furnished to said property if prior notice is given. Vermont Notice is being given pursuant to 9 V.S.A. #1921 for the last of the materials furnished to said property.

EXCLUSIONS

Company reserves the right on 60 days' written notice to Customer, at any time during the time of this Agreement, to alter the terms, policies, prices, conditions, product availability, credit terms, rental charges, cash discounts, and labor charges. Company shall give notice to Customer by periodically delivering an updated "Service Policy Brochure" for current information regarding these matters.

Company may suspend service if Customer fails to make payment pursuant to this agreement or to otherwise perform his obligations as set forth herein. Abuse or unsafe use of this facility will result in termination of this service.

Company shall not be liable for incidental or consequential damages resulting from flooding, freezing, lack of supplies, loss of heat, fires,

Act(s) of God or other causes beyond its control similar or dissimilar to the aforementioned, and Company shall not be liable for damage to equipment or to premises not caused by its negligence.

Work performed before acceptance will be billed at Company's special rate.

Company may suspend service if Customer fails to make payment pursuant to this agreement or to otherwise perform his obligations as set forth herein.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Cota & Cota