

# State Agency Fleet Card Application (“Application”)



The creditor and issuer of the Voyager Fleet Card is U.S. Bank National Association ND (“U.S. Bank”), through its service provider, Voyager Fleet Systems Inc. (“Voyager”)

## INSTRUCTIONS

- 1 Complete all parts of this Application.
- 2 Read the attached Agreement and keep it for your records, along with a copy of this Application.
- 3 Return completed application and all additional requested information to Finish Line Fuels by fax to (918) 585-1818 **AND** mail to: 11063-D South Memorial Dr #201 Tulsa, OK 74133.

**If you have any questions about the State Agency Fleet Card program, please call 1-877-585-3299.**

**Please note:** Applications may be expedited by attaching a copy of Agency’s Business License, Certificate of Good Standing, Filing with Secretary of State, Tax Return, Balance Sheet and Income Statement or Financial Statements.

## AGENCY INFORMATION

Legal Name of State Agency (“Agency”) \_\_\_\_\_ Fed Tax ID# \_\_\_\_\_

DBA Agency or Agency name to be embossed on cards. (Please limit to 25 letters and spaces.) \_\_\_\_\_

Fleet Contact \_\_\_\_\_ Title \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Fleet Contact E-mail \_\_\_\_\_

Agency Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

\$ <u>  N/A  </u>	\$ <u>  N/A  </u>	\$ _____	_____	_____
Net Annual Sales	Total Assets	Estimated Monthly Spend	No. of Employees	No. of Cards Requested

**INDUSTRY CATEGORY:**  Deliveries  Manufacturer  Services  Retail  Wholesaler  Other \_\_\_\_\_

**TYPE OF ORGANIZATION:**  State Agency  City  Municipality  Township  County  Other \_\_\_\_\_

Is the Agency rated by Dun & Bradstreet  Yes  No If yes, D & B # \_\_\_\_\_

## AGENCY IDENTIFICATION INFORMATION

In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank and Voyager may require Agency, Participant(s) and/or Cardholder(s) to provide legal entity names, street addresses, taxpayer identification numbers and other information that will allow U.S. Bank and Voyager to identify each prior to establishing Accounts under or in connection with this Application. U.S. Bank and Voyager reserve the right to require that Agency, Participant(s) and/or Cardholder(s) promptly provide to U.S. Bank and/or Voyager sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.

Briefly describe the nature of Agency’s business: \_\_\_\_\_

Does Agency have an existing relationship with U.S. Bancorp?  Yes  No  
If yes, what type of relationship? \_\_\_\_\_

Does Agency conduct business in a foreign country?  Yes  No  
If Yes, what countries and the nature of business and/or transactions? \_\_\_\_\_

State Government

**AUTHORIZATION AND EXECUTION**

By completing this Application, Agency 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 Agreement will be valid and enforceable obligations of the Agency in accordance with the terms of the Application and Agreement. The execution of this Application and the performance of the obligations hereunder and under the Agreement are within the powers of the Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which the Agency is a party or is bound. 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. Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Agency to be duly bound by this Application and Agreement. This Application and Agreement require approval as to form by, and the signature of, the Attorney for the Agency. If this Application and Agreement are not approved as to form by an Attorney for the Agency, the completion of a Certificate of Authority is required and must accompany this application and Agreement.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by:

\_\_\_\_\_  
Legal Name of Agency ("**Agency**")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

↓ *(Second Signature Only if Required By Agency)* ↓

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Signature of Attorney for Agency

\_\_\_\_\_  
Printed Name of Attorney

\_\_\_\_\_

**FOR VOYAGER USE ONLY**

Date of OFAC: \_\_\_\_\_ Searched by: \_\_\_\_\_

TOA: \_\_\_\_\_ LOC: \_\_\_\_\_ RC: \_\_\_\_\_

## State Agency Fleet Card Agreement

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

**1. EFFECTIVE DATE.** The terms and conditions of this Agreement shall not become effective until U.S. Bank has 1) approved the credit worthiness of Agency and 2) approved this Application and Agreement. The “**Effective Date**” of this Agreement shall be the date signed by Agency.

**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 commercial and government organization fleet vehicle operations. Upon approval, as indicated above, U.S. Bank will issue Cards and establish related Accounts for Agency, and those of its subsidiaries or affiliates that Agency may designate to U.S. Bank in writing while this Agreement is in effect and that U.S. Bank approves as participant(s) (known hereafter as “**Participant**” and “**Participants**”). Agency shall furnish a list, in writing, to U.S. Bank designating such Participant(s) and business names, if business activities are conducted under a name other than Agency’s and Agency shall have the right to exclude any Participant from the Fleet Card Program upon written notice to U.S. Bank. Agency and/or authorized Participant shall designate employees to U.S. Bank that should receive cards (“**Cardholders**”) and/or be issued Account numbers. Agency shall be responsible for selecting personal identification number (“**PIN(s)**”), driver identification number (“**Driver ID(s)**”) or vehicle identification number (“**Vehicle ID(s)**”) pursuant to the Fleet Card Program. Unless U.S. Bank notifies Agency 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 Voyager pursuant to this Agreement in the name of Customer, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.

**3. LIABILITY.** Agency 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 Agency, 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 Agency, its affiliates, Participants, and/or Cardholders.

**4. BILLING PROCEDURE.** U.S. Bank will send to the Agency a periodic billing statement (the “**Statement**”), which will itemize all charges for the billing period. The amount shown on the Statement as “**Total Payment Due**” shall be due and payable in U.S. Dollars upon Agency’s receipt of the Statement.

**5. FINANCE CHARGES.** A Finance Charge can be avoided if U.S. Bank receives payment of Agency’s “**New Balance**” within twenty five (25) days after the statement closing date (the “**Statement Date**”). If Agency’s New Balance is not paid in full, a Finance Charge will be computed using the Average Daily Balance (“**ADB**”) method resulting in the “**Balance Subject to Finance Charge.**” The “**Periodic (monthly) Rate**” is then applied against this amount to arrive at the “**Finance Charge.**” To arrive at the ADB, U.S. Bank will take the beginning balance on Agency’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.**” The Finance Charge will be assessed at a Periodic (monthly) Rate for Agency’s state of mailing address as provided on the Finance Charge Rate Schedule.

**6. LOST OR STOLEN CARD(S) OR COMPROMISED ACCOUNT(S).** Agency shall **immediately, upon receipt of such information**, notify Voyager either: 1) by telephone at 800-987-6591; 2) in writing addressed to Voyager at P.O. Box 790049, Houston, TX 77279-0049; 3) via facsimile at 800-987-6592; or 4) by an agreed upon electronic means as to any lost or stolen Card, PINs, Driver IDs, or Vehicle IDs. Agency shall also **immediately** notify Voyager either: 1) by telephone at 800-987-6591; 2) in writing addressed to Voyager at P.O. Box 790049, Houston, TX 77279-0049; 3) via facsimile at 800-987-6592; or 4) by an agreed upon electronic means to cancel a PINs, Driver IDs, or Vehicle IDs. After notification has been made to Voyager to cancel such Card(s), PINs, Driver IDs or Vehicle IDs, use of such Card(s), PINs, Driver IDs or Vehicle IDs are expressly prohibited. Agency and/or Cardholder are liable for the unauthorized use of the Card until Voyager receives notification of the lost or stolen Card or to cancel the PIN, Driver ID, or Vehicle ID. Neither Agency, nor Cardholder shall be liable for any purchase, fees, finance charges or other charge incurred or arising by virtue of the use of a Card following receipt by Voyager of notice of such loss, theft or request to cancel a PINs, Vehicle IDs, or Driver IDs. If fewer than ten (10) Cards are issued to Agency, liability will not exceed fifty U.S. Dollars (\$50.00) per Card once Voyager has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized. If ten (10) or more Cards are issued to Agency, Agency shall be liable for all unauthorized use as provided above, this is, until Voyager has been notice of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized; in such cases, liability is not limited to fifty U.S. Dollars (\$50.00) per Card. Agency agrees to assist Voyager in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Card(s) and to comply with such procedures as may be required by Voyager in connection with Voyager’s investigation. Voyager is not responsible for controlling the use of any Card(s), other than as specifically provided herein.

**7. PRICING.** U.S. Bank reserves the right to change pricing upon thirty (30) days prior notice to Agency. The following fees apply to this Agreement:

- a. If any check for payment of an Account is returned unpaid, U.S. Bank may charge a returned check fee (“**Return Check Fee**”) of the lesser of fifteen U.S. Dollars (\$15.00) or the maximum determined by law in your state of mailing address.
- b. Finance Charge as provided in Section 5.
- c. Foreign Currency Conversion Fee. U.S. Bank will charge a 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. U.S. Bank reserves the right to raise this fee with sixty (60) days prior written notice to Agency.
- d. Account set up fees, Monthly Card fees, and/or Additional Reporting Fees, if any, are on Addendum A, attached hereto and incorporated herein by this reference.

Failure of U.S. Bank to apply any fee or charge outlined in this Agreement at any time does not prohibit U.S. Bank from ever applying such fee or charge.

**8. CONFIDENTIALITY.** U.S. Bank considers the Fleet Card Program to be a unique service involving proprietary information of U.S. Bank. Agency 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 of Agency, and only to the extent necessary for Agency to participate in the Fleet Card Program. U.S. Bank agrees that it will maintain all non-public data relative to Agency’s account(s) under the Fleet Card Program as confidential information and U.S. Bank agrees to use such data regarding Agency exclusively for the providing of services to Agency hereunder and not to release such information to any other party; provided, however, that U.S. Bank must disclose transaction information to merchants and third party processors. U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Agency. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Fleet Card Program.

### **9. TERM, TERMINATION AND SUSPENSION.**

- a. This Agreement shall remain in full force and effect for an initial term of three (3) years from the Effective Date of this Agreement, and shall continue thereafter until terminated by Agency, U.S. Bank or Voyager upon thirty (30) days prior written notice to the other party. The effective date of termination shall be stated in such written notice of termination. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.
- b. Notwithstanding the foregoing, U.S. Bank shall have the right to terminate this Agreement immediately, by written notice of such termination to Agency, upon any one (1) or more of the following events: (i) dissolution or liquidation of Agency; (ii) insolvency of Agency or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or Agency enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of Agency; or (iv) any failure to perform a material obligation of this Agreement.
- c. Upon termination of this Agreement for any reason, Agency shall ensure destruction of all Cards and return all confidential information of U.S. Bank to U.S. Bank. Agency 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 obligations to Agency under this Agreement in the event that: (i) Agency has breached any term of this Agreement; (ii) Debt due from Agency, in the aggregate, exceeds the ACL or PCL as these terms are defined in Section 14; or (iii) payment is not received by U.S. Bank within ninety (90) days after any Statement Date.
- e. Rights, obligations or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

### **10. INDEMNIFICATION.**

- a. Except to the extent that any injury is due to Agency’s or a Participant’s negligent acts or omissions, U.S. Bank shall indemnify and hold Agency 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 Agency 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, Agency shall indemnify and hold U.S. Bank harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of Agency, Participants, its agents, employees and subcontractors. Agency 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.

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

**12. WARRANTIES.** Agency 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 obligations are within Agency's power, has been authorized by all necessary action and does not constitute a breach of any agreement of Agency with any party; (iv) Agency 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 obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Agency possesses the financial capacity to perform all of its obligations 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 Agency, 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.

**13. FINANCIAL INFORMATION.** Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Agency 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 Agency of U.S. Bank) or any of its subsidiaries, Agency shall provide audited financial statements, prepared by Agency's independent certified public accountant, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Agency. In the event U.S. Bank requires additional information to conduct its review of Agency, Agency agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Agency 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.

**14. 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 Agency 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 event, Agency 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. (i) **Agency Accounts.** U.S. Bank shall provide notice to Agency 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 event, Agency 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. (ii) **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

**15. 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.

**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 Agency 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 event, Agency 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. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL. **Agency Accounts.** U.S. Bank shall provide notice to Agency 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 event, Agency 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. **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

**16. REGISTERED MARKS AND TRADEMARKS.** Agency 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.

**17. NOTICES.** Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank and Agency or a Participant, all notices, requests and other communication provided for hereunder must be directed to the Agency at the addresses indicated on the Application and to Voyager at P.O. Box 790049, Houston, TX, 77079-0049. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any electronic means approved by U.S. Bank. Either party may, by written notice to the other, change its notification address.

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

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

**20. FLEET CONTACT.** The Fleet Contact listed on the Application is authorized to provide U.S. Bank and/or Voyager 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 and/or Voyager is/are authorized to send all Account information and Cards produced to the Fleet Contact's attention. Agency 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.

**21. ASSIGNMENT.** This Agreement and any and all rights and obligations associated with the same may be assigned without prior notice to Agency. All of U.S. Bank's rights under this Agreement shall also apply to any assignee of this Agreement. Agency may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, operation of law, or otherwise, without the prior written consent of U.S. Bank.

**22. CUSTOMER SERVICE.** Agency may contact Finish Line Fuels customer service, Monday thru Friday 8:00 a.m. to 5:00 p.m. CDT at 1-877-585-3299. Agency may contact Fleet Services customer service center 24/7 at 1-800-987-6589 for merchant authorization support.

**23. 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.