

U.S. Bank Voyager Political Subdivision Fleet Card Program Application Checklist



- Section 1 - Political Subdivision Information:** Complete all sections. Note that the LEGAL Political Subdivision name is required in this section; brand or abbreviated names cannot be accepted.
- Section 2 - Authorization and Execution:** Read carefully; sign as directed.
- Section 3 - Billing Cycle Selection:** Select your preferred Billing Cycle.
- The Political Subdivision Fleet Card Terms and Conditions (pages 4-8):** Read carefully and retain a copy for your records.
- Submit the Application Package:** Send completed applications, financial statements 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. U.S. Bank may contact Political Subdivision to verify information or complete additional documentation.

FINANCIAL REQUIREMENTS

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

The financial statements must be the Political Subdivision's most recent financial statements. If the most recent annual financial statements are more than five months old, please provide the most recent interim financial statements as well. 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 you have any questions about the Fleet Card Program, please call your U.S. Bank Sales Representative.



U.S. Bank Voyager Political Subdivision Fleet Card Program Application



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

Political Subdivision Name to be embossed on card(s) (Limit to 21 letters and spaces.)

Federal Tax ID

Doing Business As ("DBA"), if any. Please list all DBAs of the entity applying.

Political Subdivision Physical Street Address (PO Box not acceptable)

City

State

Postal Code

Contact Name

Contact Title

Contact Phone Number

Contact Fax Number

Email Address (To contact Political Subdivision regarding processing of this Application)

Website Address

Does Political Subdivision have an existing relationship with U.S. Bank? Yes No

If yes, what type of relationship:

[Optional] 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 Outstanding

Does Political Subdivision conduct business in a foreign country?: Yes No

If yes, list countries and nature of business conducted:

Section 2 –Authorization and Execution

Political Subdivision certifies to U.S. Bank that the person executing this Application and Agreement (1) is authorized by Political Subdivision in accordance with its organization rules and applicable law to bind Political Subdivision to this Agreement, (2) has the authority to incur Debt in the name of Political Subdivision, (3) is an officer of Political Subdivision, and (4) is acting in his or her capacity as an agent of Political Subdivision.

The signer represents and warrants that (1) he or she is duly authorized by an applicable Bylaw, Article or other corporate authority to enter into all transactions contemplated by this Agreement, and (2) the signatures appearing on all supporting documents of authority are authentic.

In witness whereof, Political Subdivision has executed this Application and agrees to the attached Agreement.

DATED THIS _____ DAY OF _____, 20____
(day) (month) (year)

Approved as to Form

Signature of 1st Authorized Signer

Signature of Attorney for Political Subdivision

Printed Name of 1st Authorized Signer

Printed Name of Attorney

Printed Title of 1st Authorized Signer

Signature of 2nd Authorized Signer (ONLY if required by Political Subdivision's organizational guidelines)

Printed Name of 2nd Authorized Signer

Printed Title of 2nd Authorized Signer



Section 3 –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 first 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 first 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. By checking the Weekly Billing Cycle box above, Political Subdivision 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 means of ACH, Electronic Funds Transfer (“EFT”) or other electronic means agreed to by the parties for payment of Political Subdivision’s Statements.

Section 4 – Compliance with Applicable Statutes and Regulations

The parties shall maintain compliance with all statutes, regulations and U.S. Bank policy applicable to the products and services contemplated under this Application and Agreement, including but not limited to Anti-Money Laundering and U.S. Economic Sanctions. To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require Identification Information on Political Subdivision’s affiliates, Participants, Related Parties, or Cardholders, as applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Political Subdivision shall promptly provide such Identification Information to U.S. Bank, and Political Subdivision shall cause its affiliates, Participants, Related Parties or Cardholders, as applicable, to provide Identification Information to U.S. Bank. “**Identifiable Information**” means legal names, physical street addresses, taxpayer identification numbers, dates of births or other information or documentation. “**Related Parties**” means Authorized Signers or beneficial owners of Political Subdivision or Political Subdivision’s affiliates and may include directors or others related to Political Subdivision. “**U.S. Economic Sanctions**” means the economic sanctions programs administered by the U.S. Department of Treasury’s Office of Foreign Assets Control.

FOR U.S. BANK USE ONLY

Agent, if any	TOA	LOC	RC
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U.S. Bank Voyager Political Subdivision Fleet Card Program Terms and Conditions



The U.S. Bank Voyager® Political Subdivision Fleet Card Program Terms and Conditions (the “**Agreement**”) is entered into, by 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 fleet card issuance and 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 or authorized Participant shall designate employees to U.S. Bank that should receive Cards (“**Cardholders**”) 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 or Cardholders, to which Debt is charged, whether or not a Card is issued.
3. **LIABILITY.** Political Subdivision is solely liable for all Debt incurred or arising by virtue of the use of a Card 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, affiliates, Participants, or Cardholders.
4. **BILLING.**
 - a. U.S. Bank will make available to Political Subdivision a periodic billing statement (the “**Statement**”), that 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.
 - 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 day period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts. For Weekly Billing Cycles, Political Subdivision authorizes U.S. Bank to draw funds to pay the New Balance, and Previous Balance as defined herein, if any, from a business account designated by Political Subdivision using Automated Clearing House (“**ACH**”) or other electronic means agreed to by the parties.
 - ii. **Biweekly Billing Cycle.** A 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 26 billing periods each 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 or 15th day of each month and ending on the either the 15th or the last day of the that same month, respectively. A Semimonthly Billing Cycle has 24 billing periods each year.
 - iv. **Monthly Billing Cycle.** A one month period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts.
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 will be \$0.10.
 - ii. **Biweekly Billing Cycle.** The Minimum Finance Charge for a Biweekly Billing Cycle will be \$0.15.
 - iii. **Semi-monthly Billing Cycle.** The Minimum Finance Charge for a Semimonthly Billing Cycle will be \$0.25.
 - iv. **Monthly Billing Cycle.** The Minimum Finance Charge for a Monthly Billing Cycle will be \$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 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 of the following events and shall provide U.S. Bank with sufficient information for U.S. Bank to act on such notifications:
 - i. Termination of employment of any Cardholder;
 - ii. Any lost or stolen Fleet Card;
 - iii. Any compromised Account; or
 - iv. Any compromised information regarding Fleet Cards, Accounts, or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.
 - v. Failure of Political Subdivision to provide timely notification may result in the liability of Political Subdivision to pay for transactions on such Fleet Cards or Accounts.
- 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 agrees 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 fails 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 or Cardholder misuse of a Card.

9. FEES. The fees and charges listed below 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 30 days prior notice to Political Subdivision.

- a. **Expedited Delivery Fee.** U.S. Bank may charge an expedited card delivery fee of \$20.00 for each expedited shipment of Cards
- b. **Finance Charge.** A Finance Charge as provided in Section 5 of this Agreement.
- c. **Logo Fee.** U.S. Bank may charge a fee of \$350.00 to set Political Subdivision's or Participant's logo on the Card (the "**Logo Fee**"). A two-week delay may occur with Card issuance and implementation.
- d. **Returned Check Fee.** U.S. Bank will charge a returned check fee ("**Returned Check Fee**") of \$35.00 for any check that is returned to U.S. Bank as unpaid.
- e. **Set-Up Fee and Monthly Card & Account Fees.** The following fees may be charged to political subdivisions with monthly charge volume of less than \$8,000.00. Monthly Fleet Card Fees shall be charged on Political Subdivision's first billing Statement each month, for the previous month, for political subdivisions with Weekly, Biweekly and Semimonthly Billing Cycles:
 - i. One Time Account Set-Up Fee: \$45.00 per Account
 - ii. Monthly Card Fees:
 - a. 1-25 cards \$2.00 per Card or Account
 - b. 26-100 cards \$1.50 per Card or Account
 - c. 101-200 cards \$1.00 per Card or Account
 - d. More than 200 Cards \$0.00 per Card or Account
- f. **Statement and Report Fee.** U.S. Bank may charge a fee of \$4.95 for each delivery of a physical Statement or report.

10. CONFIDENTIALITY. The Fleet Card Program is 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. **Agreement Term.** This Agreement shall remain in full force and effect for an initial term of five (5) years from the Effective Date of this Agreement ("**Agreement Term**"), and shall continue thereafter until terminated by Political Subdivision or U.S. Bank upon 30 days prior written notice to the other party. After the completion of the Agreement Term either party may terminate this Agreement without cause, at any time, upon 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. **Mutual Termination.** 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. **Suspension.** 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 Political Subdivision's Credit Limit; 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.
- d. **Regulatory Termination and Suspension.** U.S. Bank may immediately take the following action:
 - i. U.S. Bank may suspend or terminate any Card or Account if Political Subdivision fails to comply with requests for Cardholder Identification Information pursuant to Section 4 of the Application.
 - ii. U.S. Bank may terminate any Card or Account if U.S. Bank is unable to verify the identity of Cardholder based on the Identification Information submitted to U.S. Bank.
 - iii. U.S. Bank may terminate any Card or Account if U.S. Bank is unable to verify that providing services to Cardholder does not pose a risk to U.S. Bank of violating any requirement in Section 4 of the Application.
 - iv. U.S. Bank may terminate this Agreement for Political Subdivision's failure to comply with Section 4 of the Application; or
 - v. U.S. Bank may terminate this Agreement if U.S. Bank determines that provision of services under this Agreement is counter to any existing, new or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.

- f. **Non-Use.** U.S. Bank may terminate this Agreement immediately upon written notice to Political Subdivision if there has been no activity on Accounts within six months of the Effective Date of this Agreement or for any six month period after the Effective Date of the Agreement.
- g. **Effect of Termination.** 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. 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. **Indemnification.** Each party (acting as "Indemnitor") will defend, indemnify and hold harmless the other party and its Affiliates, and the employees, officers, and directors of the other party and its Affiliates (each a "Indemnified Party") against all reasonable attorney's fees, costs, and expenses of the Indemnified Party and all liability and damages of the Indemnified Party (collectively, "Third Party Claims"), arising in connection with: (1) the negligent acts, omissions, or willful misconduct of the Indemnitor; (ii) the breach by the Indemnitor of any obligations or warranties under this Agreement; (iii) the violation of any applicable law, statute or regulation; (iv) the violation of any third-party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of this Agreement; including failure to obtain necessary intellectual property licenses; or (v) any death, bodily injury or property damage caused or incurred by the Indemnitor's personnel in the course of performing any services under this Agreement or while upon the premises of the Indemnified Party or any of its Affiliates.
- b. **Indemnification Procedure.** If a Third Party Claim is commenced with respect to which the Indemnified Party is entitled to indemnification under this section, the Indemnified Party will provide notice thereof to the Indemnitor. The Indemnitor is entitled, if it so elects in a notice promptly delivered to the Indemnified Party, to immediately take control of the defense, settlement, and investigation of any Third Party Claim and to employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnitor's sole cost. The Indemnified Party will cooperate in all reasonable respects, at the Indemnitor's cost and request, in the investigation, trial and defense of such Third Party Claim and any appeal arising therefrom. The Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to a Third Party Claim without the Indemnified Party's prior written consent. The Indemnified Party may also, at its own cost, participate through its attorneys or otherwise in such investigation, trial and defense of any Third Party Claim and related appeals. If the Indemnitor does not assume full control over the defense of a Third Party Claim as provided in this section, the Indemnified Party will have the right to defend the Third Party Claim in such manner as it may deem appropriate, at the reasonable cost and expense of the Indemnitor.
- c. Neither Political Subdivision nor U.S. Bank shall be liable to the other for any consequential, special, indirect, or punitive damages of any nature under 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 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 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.

- a. This Agreement is for the extension of credit with a financial institution and not a vendor services agreement. Accordingly, Political Subdivision and, upon request by U.S. Bank, any Participant shall provide information requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp or any of its subsidiaries, Political Subdivision and any requested Participant shall provide audited financial statements prepared by Political Subdivision's or Participant's respective independent certified public accountant as soon as available and in any event not later than 120 days after the end of each fiscal year of Political Subdivision or Participant, respectively. If U.S. Bank requires additional information to conduct its review, Political Subdivision and any requested Participant shall provide U.S. Bank 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.
- b. **Accurate Information.** Political Subdivision must promptly notify U.S. Bank in writing of any material change to any information provided to U.S. Bank at any time in contemplation or in furtherance of this Agreement, including, without limitation the Political Subdivision's primary business, legal organization (e.g., partnership, corporation, etc.), change in control or sale of affiliates, subsidiaries, or other entities participating under the agreement.

16. CREDIT ACCOUNTS.

Upon U.S. Bank approval, U.S. Bank will establish credit limits and related controls necessary for the Political Subdivision Account. At its sole discretion, U.S. Bank may revise any credit limits or controls associated with this Program and will provide notice to Political Subdivision of any decrease in a Program credit limit that results in an amount lower than the current amount outstanding on the Account. Within ten days of such notice, Political Subdivision shall make a payment to U.S. Bank sufficient to reduce the amount outstanding to an amount that is equal to or less than the revised credit limit.

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 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 AND VENUE.** The laws of the state of Minnesota and applicable federal laws and regulations of the United States apply to any dispute arising out of this Agreement, its subject matter, or its formation, including any non-contractual disputes. The laws of the state of Minnesota and applicable federal laws and regulations of the United States shall govern software services provided to Political Subdivision pursuant to this Agreement. Any dispute or claim arising out of this Agreement, its subject matter, or its formation, including any non-contractual disputes, shall be brought before a state or federal court located in the city of Minneapolis, Minnesota, and will be exclusively governed by and construed in accordance with the laws of the state of Minnesota.
- 21. FORCE MAJEURE.**
- a. Except for any duty arising under this Agreement to make payments, neither party is responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party suffering the force majeure event shall:
 - i. implement its applicable disaster recovery plan to the extent appropriate, and practicable;
 - ii. give the other party prompt notice of the occurrence of a force majeure event;
 - iii. use diligent efforts to re-commence performance as promptly as practicable pursuant to its disaster recovery plan; and
 - iv. provide periodic updates to the other party regarding its efforts to re-commence performance until performance has re-commenced in accordance with this Agreement.
 - b. Either party may terminate this Agreement upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations as a direct result of a force majeure event for more than 30 consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.
- 22. WAIVER OF JURY TRIAL.** Political Subdivision and U.S. Bank hereby waive all rights to trial by jury in any proceeding relating to this Agreement.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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

State of Mailing Address	Balance Subject to Finance Charge	Periodic (Monthly) Rate	Annual Percentage Rate
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 over \$500	1.75% 1.50%	21.0% 18.0%
Maryland	0-\$700 over \$700	1.55% 1.00%	21.0% 18.0%
West Virginia	0-\$750 over \$750	1.50% 1.00%	18.0% 12.0%
Alaska	0-\$1000 over \$1000	1.50% .83%	18.0% 10.0%
Kansas	0-\$1000 over \$1000	1.50% 1.20%	18.0% 14.4%
Alabama	0-\$750 over \$750	1.75% 1.50%	21.0% 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%