



HWRT OIL COMPANY, LLC
PO BOX 484 • ALTON, IL • 62002-0484
(618) 254-2855 • (800) 642-4815

CUSTOMER AGREEMENT

AGREEMENT, entered into this _____ day of _____, _____, between **HWRT OIL COMPANY, LLC**, an Illinois Limited Liability Company whose address is HWRT Oil Company, LLC, PO Box 484, Alton, Illinois 62002, hereinafter referred to as the "Company", and, _____ whose address is _____ hereinafter referred to as "Customer."

WITNESSETH:

WHEREAS, the Company sells petroleum products at or near _____, hereinafter called "the terminal", from which petroleum products are loaded into transport trucks owned and/or operated by others;

WHEREAS, Customer is desirous of purchasing petroleum products into Carrier's transport trucks and driving such loaded trucks away from the terminal; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. ACCESS TO TERMINAL: Customers must designate Approved Carriers (Exhibit A) to load petroleum products on its account. Such Approved Carriers must sign and comply with the Terminal's Access Agreement.

2. KEYS/CARDS: The Terminal shall furnish to Approved Carrier keys and/or cards for the Carrier to gain access to the terminal and to the terminal's automatic petroleum products dispensing system so that Carrier can load the petroleum products into Carrier's transport trucks when the terminal is attended or unattended. Customer and Approved Carrier shall be financially responsible for all petroleum products loaded from the terminal arising from any loss, loss of Approved Carrier status, theft, fraudulent, unauthorized use of a key and/or cards issued it until this agreement is terminated pursuant to Paragraph 6 or until such time as Customer notifies the Company by telephone (618) 254-2855 of the loss, loss of Approved Carrier status, theft, fraudulent or unauthorized use of a key and/or card furnished to Carrier. Customer shall promptly confirm such verbal notice to the Company by wire or by registered or certified mail (return receipt requested), addressed to:

HWRT Oil Company, LLC
PO Box 484
Alton, IL 62002

Customer understands that it is liable for, and shall pay to the Company the Company's then posted price of all petroleum products taken from the terminal as a result of any loss, loss of Approved Carrier status, theft, fraudulent or unauthorized use of a key and/or card issued to it prior to the receipt by the Company of the above notification to the Company or the notice of termination of this Agreement pursuant to paragraph 6.

3. NONASSIGNMENT: Customer shall not assign this Agreement in whole or in part without the Company's prior written consent and any such assignment without such prior consent shall be void.

4. NONWAIVER: No course of dealing between the parties hereto nor any failure by either party at any time, or from time to time, to enforce any term or condition of this agreement shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the parties at any time to avail themselves of such remedies at they have for any breach of such term or condition.

5. NOTICES, RECEIPTS AND LIST: Customer shall promptly notify the Company when the authorization by Customer of a previously designated Carrier to use a key and/or card is withdrawn.

6. TERM OF AGREEMENT: The privileges herein granted to Customer are temporary in nature and may be terminated by either the Company or the Carrier in its sole and absolute discretion at any time by serving written notice of termination of this Agreement upon the other party sent by registered or certified mail (return receipt requested), such termination to be effective upon receipt of such notice during normal business hours. Should Customer so terminate this Agreement, Customer's Carriers shall return all keys and/or cards furnished to it hereunder with its notice of termination, and should the Company so terminate this agreement, Customer's Carriers shall promptly after receipt of notice of termination return all keys and/or cards furnished to it hereunder. Customer and Carrier shall notwithstanding such termination be liable to the Company for all liability hereunder accrued prior to the termination becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

HWRT Oil Company, LLC

Customer

By _____

By _____

Title _____

Title _____