

**STATE OF FLORIDA  
AGENCY AGREEMENT FOR ELIGIBLE USERS  
ISSUED UNDER CONTRACT NO. 973-163-06-1  
FOR THE STATE OF FLORIDA FUEL CARD SERVICE PROGRAM**

Definitions:

“Agreement” means: the Fuel Card Services Contract (973-163-06-1) by and between the **STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES** (“Department”), TransMontaigne Product Services, Inc. (“TransMontaigne” or “Seller”), and Comdata Network, Inc., hereinafter collectively referred to as the “Parties” or “Contractor”, which incorporates Contact Amendments, the Department’s Invitation to Negotiate (“ITN”) No. 43-973-163-X and Comdata’s response to such ITN.

“Eligible Users” is defined in 60A-1.005, F.A.C. The following entities are eligible users:

1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. *Specific Authority 287.042 (12) F.S. Law Implemented 287.012 (12) F.S. History – New 8-24-04.*

Section 287.056 of the Florida Statutes governs agencies’ use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

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(Name of Eligible User)

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(Federal/State Tax Identification Number)

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(Name, Phone #, and e-mail of Fuel Card Program Administrator)

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(Billing Address)

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(City, State and Zip Code)

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

Agreements of Contractors and Eligible User:

1. Eligible User represents that it is authorized by the laws of the State of Florida to enter into this Addendum and to become an Eligible User under the Agreement.
2. Eligible User hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of an Eligible User under the Agreement, including, without limitation, payment of all charges on its account (s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary information for the administration of the Agreement. Eligible User agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Eligible Entity’s account.

3. The Fuel Card Administrator is authorized to order Cards and request “lock out” of lost or stolen cards.
4. Eligible user acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Eligible User and this Service Contract is the valid and binding obligation of the Eligible Entity, enforceable in accordance with its terms.

**Name of Eligible User:**

\_\_\_\_\_

By (Authorized Signatory):

\_\_\_\_\_

Print Name: \_\_\_\_\_

**This Service Contract shall not become binding until Signed by all parties**

**COMDATA NETWORK, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSMONTAIGNE PRODUCT SERVICES INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_