



Comdata MasterCard Corporate Card® Agreement
For Public Sector Accounts

CUSTOMER INFORMATION

Account #: XY757 SEE Attached accts

Agency/Organization: Wise County
Address: PO BOX 899
City: Decatur State: TX Zip: 76234
Billing Address (If different from above):
Telephone: 940-627-5744 Fax #: 940-627-3388
Contact Name: Ann McCuiston ext 7 Billing Attention To: Pat Trail Ext 2
Comdata Representative: Gov@comdata.com FID #: 75-6001203

MASTERCARD CORPORATE CARD® AGREEMENT
Terms and Conditions (For Business Use Only)

This Agreement is made and entered into by and between Comdata Network, Inc. ("Comdata") and the Customer named above, relating to the establishment of an account with Comdata pursuant to the terms and conditions set forth herein.

- 1. Nature of Account and Card Use. Comdata will provide Customer with an account through the use of which Customer may access the financial information and other services provided for herein ("Account").
2. Credit Limit. Comdata will advise Customer of its available credit limit for the Account, as the same may be changed from time to time, and may require security for the performance of Customer's payment obligations.
3. Payment Terms. (a) Customer shall be responsible for credit extended on the Account. The total amount shown on each Account statement is due and payable by the due date shown on the statement.
4. Statements and Reporting. Billing statements and reports are available on-line. At Customer's request, Comdata will provide paper copies of billing statements and reports.
5. Credit Information. Customer authorizes Comdata to make any credit investigations Comdata deems necessary or appropriate and to request reports from credit bureaus in connection with this Agreement or any update, renewal or extension of credit.
6. Change of Terms; Termination. Comdata may change the terms of this Agreement at any time. Comdata will notify Customer of any changes. Retention or use of the Account and Cards after the effective date of any change will constitute acceptance of the new terms.
7. Disputed Item. Customer must notify Comdata in writing of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer.

Handwritten signature/initials

8. **Default and Remedies.** In the event of Customer's default under this Agreement, including, without limitation, failure to comply with the credit limit and payment terms provisions hereof, Comdata shall have the right to immediately suspend the Account until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then Comdata may thereafter terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination.

9. **Lost or Stolen Cards.** Customer agrees to notify Comdata immediately of any loss, theft or unauthorized use of the Account or of any Card. Except as set forth in this Section, Customer understands that it is liable for unauthorized use of the Account and Cards. Customer will not be liable for unauthorized charges that occur after Customer notifies Comdata of the loss, theft or possible unauthorized use of the Account or a Card issued to Customer.

10. **Limitation of Liability.** Comdata shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of god or any other cause not within the reasonable control of Comdata. IN NO EVENT SHALL COMDATA BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER COMDATA WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMDATA MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Liability of Acts of Customers, Employees and Agents.** To the extent Texas law will allow, each party shall indemnify and hold harmless the other party for any and all liability arising from the indemnifying party's negligence, willful misconduct or breach of the this Agreement.

12. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Texas without regard to the choice of law rules of such state. No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. This Agreement together with changes that may be in effect from time to time, constitutes the entire agreement of the parties relating to this subject matter. This Agreement is for the benefit of Comdata, its successors and assigns, and may be assigned by Comdata without the consent of the Customer. Customer may not transfer or assign this Agreement without the prior written consent of Comdata. Customer shall return the originally executed copy of this Agreement to Comdata as soon as possible. Notwithstanding the foregoing, Customer acknowledges and agrees that electronic records and signatures and facsimile copies of signatures shall have the full legal effect of a writing.

**ACCOUNT FEES:** Customer shall pay to Comdata a fee as follows (fill in amount for all applicable fees)::

- \$0 per Card per month
- \$0 per Card per year
- 0% per transaction (flat)
- Tiered pricing (based on volume), as follows:

Volume of transactions	Percentage Fee
No Fees	0%
No Fees	0%
No Fees	0%

**THIS AGREEMENT IS SUBJECT TO CREDIT APPROVAL BY COMDATA.**

ACCEPTED AND AGREED this 19<sup>th</sup> day of SEPTEMBER, 20025

CUSTOMER:  
 By: [Signature]  
 Printed Name: DAVID McINTYRE  
 Title: COUNTY JUDGE

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**FOR INTERNAL USE ONLY:**

APPROVED BY COMDATA:  
 By: [Signature]

CREDIT LIMIT: \$ \_\_\_\_\_ SECURITY:  Letter of Credit \$ \_\_\_\_\_  
 Bond \$ \_\_\_\_\_  
 Security Deposit \$ \_\_\_\_\_  
 Other \_\_\_\_\_

BILLING CYCLE:  Weekly with cycle ending (circle one): S M T W Th F S

PAYMENT METHOD:  Wire  Customer initiated ACH  Western Union Quick Collect  Check