



OFF-ROAD DIESEL FUEL (DYED) AGREEMENT

Off-road diesel fuel (dyed) sold under this agreement may not lawfully be dispensed into on-road motor vehicle fuel tanks except to state and local government agency users and public or contract bus lines serving as public transit or school transportation in applicable states. Buyer declares under penalty or perjury that he/she will not sell, offer for sale, supply, or transfer the fuel for dispensing, or dispense the fuel, into on-road motor vehicle fuel tanks or into storage facilities where said off-road diesel fuel (dyed) could be sold, offered for sale, supplied, transferred, or dispensed into on-road motor vehicle tanks.

Buyer agrees to indemnify and hold harmless seller against, and in respect of, any claims, losses, expenses, costs, obligations, and liabilities they may incur by reason of buyers' breach of or failure to perform any of its warranties, guaranties, commitments, or covenants in this agreement.

Flyers Energy LLC by providing a copy of this document to buyer of off-road diesel fuel (dyed) is providing due notice of the restrictions included herein. In doing so Flyers Energy LLC hereby disclaims any responsibility for buyer's illegal use of said fuel. Buyer in accepting a copy of this document is hereby acknowledging receipt of the contents of the notice therein and understands that he/she is responsible for following the state restrictions.

Flyers Energy LLC

Buyer Signature

Buyer Name Printed

Date: _____

Customer Number: _____