

**FBO SERVICE AGREEMENT AND  
GENERAL TERMS AND CONDITIONS**  
Mariah Fuels, Ltd. ("MFLTD")

**Product:** Jet A Fuel

**Quality:** Meets or exceeds ASTM D-1655, Latest Revisions

**Price:** Prices shall be posted to MFLTD on a weekly basis, and shall be sent to MFLTD no later than noon (12:00 pm) cst every Tuesday. Prices should be delivered via email, with an effective date, to [pricing@mariahfuels.com](mailto:pricing@mariahfuels.com). FBO is obligated to line item all taxes and fees in the space provided in this agreement, and any revision of these items should be communicated per the following:

- Any changes in base fuel price or components of an all-inclusive price, such as intoplane rates or additional fees, should be communicated in writing to [pricing@mariahfuels.com](mailto:pricing@mariahfuels.com) in a timely manner, and with an effective date that does not precede or equal the actual date of notice.

**Taxes:** MFLTD is entitled to purchase products tax free if MFLTD furnishes all required exemption certificates to FBO. Unless the required exemption certificates have been received at FBO's office prior to billing, all applicable taxes, duties or fees will be included on FBO's sales invoice.

**Ancillary Fees:** Unless otherwise stated in writing on the customer authorization request, MFLTD will only be liable for fuel and fuel related charges. Any ancillary charges, such as but not limited to, Landing Fees, Ramp Fees, and Catering, should be collected from aircraft operator by FBO at time of uplift.

**Customer/End-User Authorization:** A written authorization must be in place at FBO from MFLTD prior to an uplift taking place on behalf of MFLTD. These authorizations will be submitted via facsimile or email from MFLTD. Should prior written authorization not exist, any invoice generated may be deemed invalid. All transaction data submitted to MFLTD by the FBO for purposes of payment processing and invoicing to authorized customers shall be complete and legible. Authorized Customer Name, Uplift Date, Tail Number, Gallons Sold, Prices, and Fuel Ticket Number should be present and easily identifiable on all source documentation that is provided to MFLTD, such as but not limited to invoices and fuel tickets. Open Authorizations may be placed in effect for specific date ranges and specific customers. MFLTD will not accept any fueling that does not fall within the specified date range of an open authorization, unless a separate fuel authorization exists for that specific uplift.

**Termination/Remedies:** Either party may terminate this Agreement without cause with thirty (30) days prior written notice to the other party. MFLTD and FBO acknowledge that fuel delivery tickets necessary for invoicing could be misplaced or delayed, which would cause processing to be delayed. MFLTD and FBO also acknowledge that such tickets and invoices are vital to the billing and collection process for both the FBO and MFLTD, therefore FBO agrees to invoice MFLTD no later than 30 days from uplift date. In the event of delayed invoices after 30 days from uplift date, both parties agree this shall in no way affect the validity of these invoices, however MFLTD will pay invoices upon their receipt of payment from the MFLTD authorized customer.

**Assignment:** Neither party may assign or transfer its rights set forth in this Agreement without prior written consent of the other party. Either party's assignment, transfer, or delegation of its rights as set forth in this Agreement without the other party's consent shall result in automatic termination of this agreement. All obligations of either party arising before the termination of this Agreement will survive the termination of the Agreement.

**Governing Law, Jurisdiction and Venue:** The parties hereto agree that (i) this Agreement and any dispute arising hereunder shall be deemed to have been delivered, accepted and construed in accordance with and governed by the laws and decisions of the state of Texas and the United States of America; (ii) the State of Texas has personal jurisdiction over the parties to this Agreement; and (iii) venue of any lawsuit or legal proceeding shall be in the District Courts of Montgomery County, Texas.

**Agreement Is In Force:** Please advise MFLTD in writing within forty-eight (48) hours of receipt of this Agreement if you have objections to these terms and conditions, otherwise they are deemed to have been accepted by the FBO and shall be in full force and effect.

**Amendments:** MFLTD may amend these terms and conditions at any time. FBO shall be provided with a copy of such amended terms and conditions, which shall apply to all subsequent transactions with MFLTD.

**Authorized FBO Representative Signature:**

Print Name / Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



Please Complete and Submit to:  
 Attn: Fuel Operations  
 Fax: 281-362-9055  
 Email: fuelops@mariahfuels.com

FBO Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Airport ID: \_\_\_\_\_  
 Airport Name: \_\_\_\_\_  
 FBO Manager: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Ops Contact: \_\_\_\_\_  
 Ops Phone: \_\_\_\_\_  
 Ops Fax: \_\_\_\_\_  
 Acct Contact: \_\_\_\_\_  
 Acct Telephone: \_\_\_\_\_  
 Acct Fax: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

**\*\*Please email all price notices and into plane rate changes to pricing@mariahfuels.com\*\***

INTO PLANE RATES					
CORPORATES		135 CARGO/AIR AMBULANCE		121 OPERATORS	
GALLONS	RATE	GALLONS	RATE	GALLONS	RATE

FEE STRUCTURE:	
AIRPORT:	
THRUPUT:	
CONCESSION:	
PRIST:	
CALL OUT:	
OTHER:	
OTHER:	

**CALL OUT FEE:**  
 YES                  NO  
 \_\_\_\_\_  
**MINIMUM FUEL REQUIREMENTS**  
 \_\_\_\_\_

HOURS OF OPERATION
SUN:
MON:
TUES:
WED:
THUR:
FRI:
SAT:

24 HRS: YES          NO

ADDITIONAL NOTES / FUELING RESTRICTIONS:

FBO MANAGER SIGNATURE

DATE