

Deposit Account Control Agreement

Monthly sales in gallons	Gasoline/ Gasohol	Special Fuel	Aviation Gasoline	Aviation Jet Fuel	Compressed Natural Gas	Liquefied Natural Gas	Liquefied Petroleum Gas
Tax rate per gallon	x \$.22	x \$.205	x \$.06	x \$.04	x \$.183	x \$.12	x \$.135
Monthly tax liability	\$	\$	\$	\$	\$	\$	\$
Total Monthly Tax Liability \$	Account Type <input type="checkbox"/> Certificate of Deposit <input type="checkbox"/> Savings			Account Number		*Account Amount \$	

***The total certificate of deposit or savings account amount must be equal to three times the monthly tax liability, not to exceed \$200,000.00. For fuels other than liquefied petroleum gas, the minimum amount allowed is \$25,000.00.**

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(owner - if partnership, name all partners)

doing business under the name _____

with the principal place of business at _____
(street address, city and state)

as Principal(s) (hereinafter referred to as the Principal), and _____
 _____ of _____
(street address, city and state)

as Depositee, being a commercial bank doing business in the State of Colorado, are held and firmly bound unto the State of Colorado in the penal sum of _____ dollars (\$ _____).

For the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal has made application to the executive director of the Department of Revenue of the State of Colorado for a license to act as a distributor of motor fuels and aviation fuels in the State of Colorado;

NOW, THEREFORE if the principal shall pay all taxes, penalties and interest due or to become due under the law of Colorado relating to gasoline and/or special fuel; and particularly under section 39-27-101 to section 39-27-218, inclusive, of Colorado Revised Statutes 1973, as amended, and shall comply with all the provisions thereof, and rules and regulations issued thereunder, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Notice from the obligee to the depositee of default of any obligation herein upon the principal is expressly waived by the depositee.

This obligation shall be a continuing obligation until and unless sixty (60) days' written notice of termination shall be given to the executive director of the Department of Revenue or his/her successor.

PROVIDED FURTHER, that any action upon this obligation may be instituted upon the behalf of the People of the State of Colorado by the executive director of the Department of Revenue or by his/her successor, and by service upon the depositee. The depositee hereby waives any objection it may now or hereafter have concerning the capacity of the executive director of the Department of Revenue or his/her successor to bring suit upon this obligation or to any rights said depositee may have to require service upon the principal.

IN WITNESS WHEREOF, the principal(s) and the depositee have hereunto set their hands and seals this

_____ day of _____, _____ (YYYY)

(Corporate Seal of Principal)

 (Principal)

 (Principal)

 (SEAL)

ATTEST:

 (Secretary)

 (Depositee)

Instructions

If the Principal of the Certificate of Deposit or Savings Account is a CORPORATION, the Deposit Account Control Agreement must be signed for the CORPORATION by its President or Vice-President, and the seal of the CORPORATION should be attached by the Secretary and attested by his/her signature. Names and addresses of present officers must be shown on the lines below:

If the Principal on the Certificate of Deposit or Savings Account is a PARTNERSHIP, the names of the partners must be shown on the lines indicated on the agreement, and the name and address of each partner must be shown on the lines below:

**Power of attorney must
accompany this agreement**