

**STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
FUEL DISTRIBUTION SYSTEM
USER AGREEMENT**

NAME OF USER _____
(Example: Town of XXXX – Highway Department)

The undersigned user represents and warrants that the fuel purchased through the State of New Hampshire Department of Transportation (NHDOT) Fuel Distribution System is for the *exclusive use* of (check one):

- New Hampshire local government (county, city, town, or village district created under RSA Chapter 52)

- School bus while engaged in transportation of students and school employees

- School district

- School administrative unit

- Intercity bus engaged in furnishing transportation to the general public along regularly scheduled routes for compensation or nonscheduled routes if the bus seats 20 adults, not including the driver, operating under contract with the NHDOT

- Solid waste management district

- Any other use that the user certifies is exempt from **federal fuel excise taxes**. Exemption from federal income tax is **not** sufficient. Users checking this box **must** provide DOT with satisfactory proof of exemption from **federal fuel excise tax**, such as an opinion letter from legal counsel or a certified public accountant.

IF FUEL IS USED FOR ANY OTHER PURPOSE THAN THE EXCLUSIVE USE REPRESENTED BY THE USER, THE USER MAY BE SUBJECT TO PENALTIES THAT MAY INCLUDE FINES AND IMPRISONMENT.

The undersigned user acknowledges that the NHDOT and the New Hampshire Department of Administrative Services (collectively, the “State”) is relying on the user’s representation and warranty in claiming certain exemptions and/or refunds from federal fuel excise taxes applicable to the NHDOT and the State’s fuel vendors. The undersigned user understands and acknowledges that the NHDOT does not guarantee that the user’s purchase of fuel will be exempt from federal excise taxes. By signing this agreement, the user agrees to indemnify, defend, and save harmless the State and all of its officers, agents, and employees from and against any and all claims, liabilities, suits or penalties arising out of, or which may be claimed to arise out of, the user’s federal fuel excise tax liability for fuel purchased pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the State. The undersigned user hereby waives its right to make a claim for a refund or credit of federal fuel excise taxes arising out of its purchase of fuel from the State.

This Agreement shall be binding on the user’s successors and assigns.

The individual signing this agreement certifies that he or she is duly authorized to contractually bind the user and acknowledges that the NHDOT is relying on this certification.

(Signature of **duly authorized** representative of user)

(Date)

(Printed name of representative)

(Phone number)

(Title of representative)