## CEDAR RIVER FINANCE COMPANY INC. Disclosure Statement, Retail Installment Sales Agreement & Security Agreement

BUYER INFORMATION:	SELLER INFORMATION:	
Name:	Name:	
	Address:	
City: ST: Zip:	City:	ST: Zip:
Phone:	Phone:	
CO-BUYER INFORMATION:	Sale Price (1)	\$
Name:	Shipping/Handling (2)	\$
Address:	Sales Tax (3)	\$
City: ST: Zip:	<b>Total Sale Price</b> (1+2+3)	\$
Phone:	Less Down Payment -	\$
Description of Merchandise/Serial Number or Services:	Less Trade In -	\$
	Balance Financed	\$
Notes/Comments/Promotional Credit Plan (if applicable):	Monthly Payment Amount	\$
	Length of Term (Months)	Ť
	First Payment Date	
Down Payment method by: [ ] Cash [ ] Check [ ] Credit Card	APR	%
The first installment is due one month from the date of this contract unless otherwise	Total Charges	\$
specified. Late Charge: If a payment is not paid on or before the due date, the payment is late and the buyer will be charged the greater of \$20.00 or 5% of the installment.	Total of Payments	\$
Automatic Payment Authorization: I hereby authorize Cedar River Finance (CRF account provided below for [] One-time or [] Recurring Monthly Payment amount. Ced	F) to charge my debit/credit card or take a di lar River Finance accepts Visa Debit, Master	rect payment from our bank rCard and Discover.
Credit/Debit Card #:	Bank Routing Number:	
Name on Card:	Checking Acct #:	
Expiration Date: Security #:	Savings Acct #:	
	Financial Institution:	
Amount of Payment: \$ Authorizing/Card Holder's Signature:		
Fill out either credit card or banking information, <i>NOT BOTH.</i> Leave this section blank if you do no processed as an electronic fund transfer. Your original check will not be returned by your financial is received. Please be advised a surcharge of <b>\$30.00</b> will be assessed for a dishonored check (non	nstitution. Funds may be debited from your bank a	account on the same day the payment
THIS IS A CONSUMER CREDIT TRANSACTION. I agree and have read all the Contractual terms on the reverse side. Date:		

Buyer's Signature

Co-Buyer's Signature

Seller's Signature

## **CONTRACTUAL TERMS**

**Notice to the Buyer:** (1) Do not sign this contract before you read it or if it contains any blank spaces; (2) You are entitled to an exact copy of this contract; and (3) Buyer and Co-Buyer, if applicable, acknowledge by their signatures, on the reverse side/other page, receipt of a true and completely filled in copy of this agreement. Read all of the contractual terms on the reverse side. The Buyer and Co-Buyer, if applicable, jointly and severally, promise to pay the Seller the total of the payments described in accordance with the repayment schedule until all of said payments have been paid in full together with interest after maturity at the rate of 24.99 percent per annum and all other amounts due under this contract. The Buyer agrees that the goods purchased from the Seller will be located at the Buyer's address listed on the front of this agreement and that if the location of the collateral changes then, the Buyer will advise the Seller in writing of the change and location of the collateral not less than 10 days after the collateral location change occurs.

Late Charge: A payment is due on or before the date stated on the statement. If a payment is late, the Buyer will be charged the greater of \$20.00 or 5% of the payment amount and will forfeit any applicable interest free privileges.

**Overpayment:** If the Buyer pays off this contract early, then the Buyer will not have to pay a penalty and will be entitled to a rebate of part of the finance charges itemized on the front of this agreement. The rebate will be given on all unearned pre-computed finance charges determined by applying the annual percentage rate according to the actuarial method to the unpaid balances and the time remaining as originally scheduled, for the time period following prepayment in full. A rebate will also be given for any other unearned charges, if any. Any overpayment of \$1.00 and over will be refunded to the buyer at the address provided by the buyer. Amounts under \$1.00 will be retained by seller/contract assignee.

**Interest Rebate Contracts:** If this contract contains an Interest Rebate Option, it is written in on the Notes/Comment/ Promotional Credit Plan. To pay off your Contract under an Interest Rebate Option, payment of the full Balance Financed must be received by us: within the stated Interest rebate time period on the front of this contract from the Date of Contract. Until you pay off your Contract under an Interest Rebate Option, you must make your minimum monthly payments on or before their scheduled due dates; otherwise the Interest Rebate Option will be void and the contract time period and interest rate stated on the front of the contract will be binding. Interest is applied monthly to the Interest Rebate Contract until Paid in Full. All applied interest/finance charges will be rebated to the account upon Contract being Paid in Full in the allotted Interest Rebate time frame.

**Payment in Full:** This Contract will not be Paid in Full until all contractually due amounts under this Contract have been paid. A payment of an amount less than that required to satisfy the terms of this Contract will not discharge you obligation under this Contract, unless (1) you have made your payment in "good faith", and (2) the amount not paid must be the subject of a "bona fide" dispute, and (3) the holder of this Contract agrees to accept the payment as your final payment with knowledge of the dispute. Sending your payments marked "paid in full" or the equivalent will not discharge your obligations. If you have a bona fide dispute you must contact us within 10 days by phone at 319-362-2185 and send a letter setting forth your bona fide dispute to us at PO Box 1268, Cedar Rapids, IA, 52406 to come to a resolution of the dispute and to receive your authorized "Paid in Full" required payment amount.

Authorization to Investigate Credit: If this is a credit sale, the Buyer and Co-Buyer authorize the Seller and/or the Seller's Assignee to investigate their credit history to make all inquiries deemed necessary by Seller and/or Seller's Assignee to verify the accuracy of the statements made in the accompanying credit application. In addition, we may investigate your credit history to provide a means for collecting any unpaid installment amounts and for other valid business purposes.

**Sharing of Information:** The Seller, will not share your, the Buyer and/or Co-Buyer's, financial or credit information with any third party entity excluding only potential and/or actual Assignees of this contract. Your signature on this contract allows the Seller or the Seller's Assignee to report your performance under this contract to credit bureaus and others who may properly receive such information.

Authorization Agreement for Preauthorized Electronic Fund Transfers (EFT): You, the Buyer and Co-buyer, authorize the Seller to initiate such EFTs as we may mutually agree to over the telephone or otherwise.

**Promise to Pay:** To repay the Contract, the Buyer and Co-Buyer agree to pay the "Total of Payments" shown on the reverse side/other page in the number and amount of monthly installments and on the due dates described on the reverse side/other page in your payment schedule at the Seller's office address or the office address of Cedar River Finance Company, Inc. to whom we might assign the Contract.

**Reproduction Considered as an Original:** The parties agree and acknowledge that each shall consider any reproduction of this Agreement, the cancellation notice attached to it or the credit application completed in conjunction with this Agreement as originals if such reproduction was made by reliable means for example: microfilm, print out of scanned image, photocopy, facsimile or similar means.

**Default:** The Buyer and Co-Buyer will be in default - if you don't pay any monthly installment on time, or if any insolvency or bankruptcy proceeding(s) are initiated by or against you, or if you do not fulfill any other requirements of this Contract. If the minimum payment is not paid each month any interest free privileges will be forfeited. Destruction, removal without the required 10 day notice, or the loss of the purchased goods constitutes an event of default. If you have been in default for 20 calendar days after you are given notice of the right to cure the default if required by law in the state of your residence, then we may accelerate the contract and make demand for the immediate payment of the unpaid balance of the "Total of Payments" of this contract minus the unearned portion of the Finance Charge determined by the laws of the State of your residence.

**Interest After Maturity:** If permitted by law, the Buyer and Co-Buyer agree to pay interest at the rate of 24.99% APR, on any amounts which remain unpaid after the maturity of this contract.

**Dishonored Checks:** The Buyer and Co-Buyer agree to pay the Seller and/or the Seller's Assignee \$30.00 as a processing fee if your check, share draft or other item submitted as a payment is dishonored for any reason by the bank or other institution on which it is drawn.

**Use of Property Purchased:** The Buyer and Co-Buyer agree not to use the property you have purchased and which is described on the reverse side/other page in violation of the law.

**Warranty Limitation:** All warranties as apply to the Property described in this Contract are set forth in the Warranty which accompanies the goods or merchandise. This Contract does not contain any statements or promises which create additional warranties or alter the terms and conditions of the written warranty for the Property or any warranties which may be required under State law. You may have other rights which are available to you under State law.

**Invalidity of Contract:** If any part of this Contract is not valid or consistent with law or regulations, this Contract can be considered modified or deleted as to any unenforceable provisions of this contract so that it complies and the remaining provisions of the contract shall not be invalidated.

**Security:** To protect the Seller if the Buyer and Co-Buyer default on this Contract before you pay the "Total of Payments" in full, you hereby give the Seller a purchase money security interest in the goods described on the reverse side/other page under the heading called "Description of Merchandise/Serial Number". A UCC-1 financing statement may be filed if we deem it necessary.

Assignment of Contract: This Contract will be assigned to Cedar River Finance Company, Inc. at PO Box 1268, Cedar Rapids, IA 52406, 319-362-2185 or www.cedarriverfinance.com and Cedar River Finance Company, Inc. may then be considered a creditor and shall enjoy all of the Seller's rights under this contract. You will be promptly notified of such assignment in writing (addressed to the Buyer and the Co-Buyer at the addresses above), by phone or both.

## ASSIGNMENT

TO: Cedar River Finance Company Inc. FOR VALUE RECEIVED, the undersigned immediately sells, assigns, and transfers to Cedar River Finance Company, Inc. all our right, title and interest in and to the contract on the reverse side/other page hereof together with the security interest in the merchandise described therein with full power to take legal proceedings, in our name or your own.