

RETAIL INSTALLMENT CONTRACT**BUYER #1 INFORMATION:**

Name: _____

Address: _____

City: _____ ST: **Illinois** Zip: _____

Phone: _____

BUYER #2 INFORMATION:

Name: _____

Address: _____

City: _____ ST: **Illinois** Zip: _____

Phone: _____

Description of Merchandise/Serial Number or Services: _____

Notes/Comments/Promotional Credit Plan (if applicable): _____

Down Payment method by: ☐ Cash ☐ Check ☐ Credit Card

The first installment is due one month from the date of this contract unless otherwise specified. **Late Charge: If a payment is 10 calendar days or more late you will be charged \$10.00 on installments of \$200.00 or less or 5% of the installment on installments greater than \$200.00.**

THIS IS A RETAIL INSTALLMENT CONTRACT. I agree and have read all the Contractual terms on the reverse side. Date: _____

SELLER INFORMATION:

Name: _____

Address: _____

City: _____ ST: _____ Zip: _____

Phone: _____

Sale Price (1)	\$
Shipping/Handling (2)	\$
Sales Tax (3)	\$
Cash Price (1+2+3)	\$
Cash Down Payment	- \$
Less Trade In	- \$
Total Down Payment	- \$
Amount Financed	\$
Unpaid Balance of Cash Price	\$
Monthly Payment Amount	\$
Length of Term (Months)	
First Payment Date	
Annual Percentage Rate	%
Finance Charge	\$
Total of Payments	\$

Buyer #1 Signature _____

Buyer #2 Signature _____

Seller's Signature _____

Automatic Payment Authorization: I hereby authorize Cedar River Finance (CRF) to charge my debit/credit card or take a direct payment from our bank account provided below for ☐ One-time or ☐ Recurring Monthly Payment amount. Cedar River Finance accepts Visa Debit, MasterCard 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, **NOT BOTH**. Leave this section blank if you do not wish to set up automatic payment at this time. Your check payment may or will be processed as an electronic fund transfer. Your original check will not be returned by your financial institution. Funds may be debited from your bank account on the same day the payment is received. Please be advised a surcharge of **\$25.00** will be assessed for a dishonored check (non-sufficient funds).

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF CANCELLATION: _____ **Date of Transaction:** _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within TWENTY DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller where the merchandise is located or at your residence, in substantially as good condition as when received, any merchandise purchased by you under this contract. Alternatively, you may comply with the instructions of the seller for the return shipment of the goods at the seller's expense & risk. If it is impractical or unfair for you to return the property then, you must offer its reasonable value. If you do make the merchandise available to the seller and the seller does not pick it up within 20 days from the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you will remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the Cancellation Notice or any other written notice to:

Name of Seller: _____ NOT LATER THAN MIDNIGHT OF _____

Address: _____ I HEREBY CANCEL THIS TRANSACTION:

Address, City, State, Zip of seller's place of business

CONTRACTUAL TERMS

Notice to the Buyer(s): (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 the agreement you sign; and (3) Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

Late Charge: A payment is due on or before the date stated on the statement. If a payment is 10 calendar days or more late you will be charged \$10.00 on installments of \$200.00 or less or 5% of the installment on installments greater than \$200.00. A late payment 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 amount of the refund credit for prepayment shall represent at least as great a proportion of the finance charge, less an acquisition cost of \$25, as the sum of the periodical time balances beginning with the next payment period bears to the sum of all the periodical time balances under the schedule of installment payments in the contract. In those instances where a buyer's overpayment requires the refund credit to be given through the issuances of a negotiable instrument by the holder, no refund credit need be made if the amount of refund credit is less than \$5.00, provided that a buyer may obtain a cash refund at the seller's or holder's location. In all other cases where the buyer's prepayment permits the refund credit to be given to the buyer as a credit on the buyer's account, no refund credit need be made if the amount of the refund credit is less than \$1.

No Interest Contracts: If this contract contains a No Interest Option, it is written in on the Notes/Comment/ Promotional Credit Plan. To pay off your Contract under a No Interest option, payment of the full Amount Financed must be received by us: within the stated No Interest time period on the front of this contract from the Date of Contract. Until you pay off your Contract under a No Interest option, you must make your minimum monthly payments on or before their scheduled due dates; otherwise the No Interest 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 No Interest Option 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 No Interest 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 your 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 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(s) 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(s), financial or credit information with any third party entity excluding only potential and/or actual Assignees of this contract. We may report information about your account to credit bureaus. Late payments, missed payments or defaults on your account may be reflected in your credit report.

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

Collection and Attorney Fees: If you are in default, you agree to pay reasonable attorney fees incurred in collection or enforcement of this Contract.

Promise to Pay: To repay the Contract, the Buyer(s) 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(s) 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 actuarial method. The Seller may also have other legal rights as authorized by the laws of the State of your residence.

Interest After Maturity: If permitted by law, the Buyer(s) 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(s) agree to pay the Seller and/or the Seller's Assignee \$25.00 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(s) agree not to use the property you have purchased and which is described on the reverse side/other page in violation of the law. You will not remove the Property from the address shown on the reverse side without our prior written consent.

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(s) 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(s) 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.

DATE: _____ X _____