

THIS IS A CONSUMER CREDIT TRANSACTION.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER:

1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.
3. YOU MAY AT ANY TIME PAY THE TOTAL BLANCE OUTSTANDING UNDER THIS AGREEMENT WITHOUT INCURRING ANY ADDITIONAL CHARGE.
4. YOU MAY UNDER CERTAIN CIRCUMSTANCES REDEEM YOUR PROPERTY, IF REPOSSESSED BECAUSE OF YOUR DEFAULT.
5. THE SELLER OR CRF HAVE NO RIGHT TO UNLAWFULLY ENTER YOUR PREMISES OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS INSTALLMENT CREDIT AGREEMENT.

Automatic Payment Authorization:

I hereby authorize Cedar River Finance 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.

Amount of Payment: \$ _____

Credit Card Information:

- Visa MasterCard Discover

Credit/Debit Card #:

Name on Card:

Expiration Date: _____

Security #: _____

or

Bank Routing Number:

Checking Acct #:

Savings Acct #:

Financial Institution Name:

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 \$30.00 will be assessed for a dishonored check (non-sufficient funds), draft or order per Iowa Code 554-3512.



Cedar River Finance Company, Inc.
Installment Credit Agreement

**30-60-90 Day Interest Free
Guaranteed Approval Agreement**

IMPORTANT: READ BEFORE SIGNING. The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this agreement only by another written agreement.

I have read and agree to the attached terms.

Business Name: _____

Buyer Signature Date

Co-Buyer Signature Date

Assignment of Agreement: This Agreement will be assigned to Cedar River Finance ("CRF") at PO Box 1268, Cedar Rapids, IA 52406, 319-362-2181 or www.cedarriverfinance.com and upon assignment, CRF shall 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, by phone, or both.

TO: CRF FOR VALUE RECEIVED, the undersigned immediately sells, assigns and transfers to CRF all our rights, title and interest in and to the Agreement.

Date Seller Signature

IMPORTANT: This is a consumer credit transaction.

The amount of the transaction with no credit check must be under \$500. 1/3 of the amount must be paid to Cedar River Finance at time of transaction.

The payment may be made by check, ACH, debit card, credit card or with cash. ACH, debit card and credit card payment form is on back page of this agreement.

Seller is responsible for getting this form and any cash payments to CRF.

In this Installment Credit Agreement (“Agreement”), the words “you” and “your” refer to each person who signs an application for or benefits from use of the credit account (“Account”), the terms of which are set forth in this Agreement. The words “we”, “us” and “our” refer to Seller, Cedar River Finance Company, Inc.’s (“CRF”), PO Box 1268, Cedar Rapids, IA 52406 as assignee, or any other person to whom this Agreement may be assigned.

Promise to pay: In return for extending credit to you on this Account, you agree to pay us at the address shown on your monthly billing statement (“Statement”) for all goods and services charged to this Account, plus any Finance Charges and other charges set forth in this Agreement. If this is a joint account, each of you will be responsible, jointly and severally, for paying all charges incurred on this Account.

When Effective: Your signature on this Agreement, or your use of this Account, is your consent to the terms of this Agreement and acknowledgment of delivery of a copy of this Agreement to you. This Agreement will not be effective until we approve your application and the sales receipt/service work order is given to CRF by the original seller (“Seller”). CRF will send you a welcome letter that will have attached a copy of the sales receipt/service work order that will show the amount billed to you (“Original Balance”). CRF may also call you to verify the amount charged to this Account.

Grace Period/Cost of Credit: No Finance Charge will be imposed if you pay at least 1/3 of the Original Balance by the due date on each of your first three monthly Statements. If we do not receive at least 1/3 of the Original Balance each month (1/3 due per first statement, 1/3 due per second statement and 1/3 due per third statement), the remaining balance of the account (“Balance”) will be transferred to an installment agreement with an Annual Percentage Rate (“APR”) of 21.00%.

Minimum Monthly Payment: You agree to pay at least the minimum monthly payment on your Account. Your minimum monthly payment is the greater of: 1) your Balance with an APR of 21.00% payable in equal monthly installments over 36 months, or 2) \$25.00. If your Balance is less than \$25.00, the entire Balance will be due. For example, if your Balance was \$1,000, the 36-month installment plan, with an APR of 21.00%, would have minimum monthly payments of \$37.68, with total interest charges of \$356.30 for a total payback of \$1,356.30. Your minimum monthly payment will include any past due amount and any returned check fee. You may at any time pay more than the minimum monthly payment. If you pay more than the minimum monthly payment, the amount will be applied to upcoming payments.

Overpayment: If you pay off the Balance installment plan early, you will not have to pay a penalty and will be entitled to a rebate of all unearned pre-computed finance charges determined by applying the APR according to the actuarial method to the unpaid balances and the time remaining as originally scheduled, for the time period following prepayment in full. Overpayment amounts of \$1.00 and under will be retained by the seller/contract assignee.

Payment in Full: Your Account will not be paid in full until all amounts under this Agreement have been paid. A payment of an amount less than that required to satisfy the terms of this Agreement will not discharge your obligation under this Contract. Sending your payments marked “paid in full” or the equivalent will not discharge your obligations.

Dishonored Checks: You agree to pay \$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.

Late Fee: A payment is due on or before the date stated on the statement. If a payment is late, you will be charged the greater of \$20.00 or 5% of the payment amount.

Default/Collection Costs: You will be in default if you don’t pay a monthly installment on time, if any insolvency or bankruptcy proceeding(s) are initiated by or against you, or if you do not fulfill any other requirements of this Agreement. If you have been in default for 20 calendar days after you are given notice of the right to cure the default, then we may accelerate the contract and make demand for the immediate payment of the entire unpaid Balance.

If the account is business in nature and referred to an attorney who is not our salaried employee, you agree to pay our reasonable attorney’s fees, but only to the extent and in the amount permitted by applicable law, and court costs will also be recovered where permitted by applicable law.

No Waiver by Us: We reserve the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have further payments made when they are due.

Changes in This Agreement: We may change any term of this Agreement, including the rate of APR, by furnishing you notice of the change in the manner required by applicable law. As permitted by applicable law, any new terms may be applied at our option to any Balance existing at the time of the change.

Credit Investigation: You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this Account and subsequently to verify the accuracy of the statements made in the credit application, reviewing the Account or collection of the Account. You authorize us to make direct inquires of businesses where you have accounts, where you work and financial institutions where you bank. In addition, we may investigate your credit history to provide a means for collecting any unpaid installment amounts and for other valid business purposes. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

Telephone Monitoring: All calls to CRF are recorded, in order to assure you receive the best possible customer service and our employees are complying with our policies and applicable laws.

Change of Address: You agree that the items purchased will be located at the address you listed in your application for this Account and that if the location of the items changes or your address changes, you will advise as such in writing of the change and location of the collateral within 10 days. Until we receive such notice, we will send statements and any other notices to the address given on the application for this Account.

Security: To protect us if you default on this Agreement, you hereby give us a purchase money security interest in the items purchased or that a service was performed on described in the invoice or accompanying receipt/work order provided by the Seller. A UCC-1 financing statement may be filed if we deem it necessary.

Sharing of Information: We will not share your financial or credit information with any third-party except as allowed by law. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

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

Reproduction Considered as an Original: The parties agree and acknowledge that each shall consider any reproduction of this Agreement, application or explanation of charges 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.

Warranty Limitation: This Agreement does not contain any statements or promises which create additional warranties or alter the terms and conditions of the written warranty for the items purchased or service performed or any warranties which may be required under State law. You may have rights which are available to you under State law.

Governing Law: Federal law and the laws of the State of Iowa govern this Agreement. If you live or move to any other state, except as to those terms expressly set forth in this Agreement, federal law and the laws of the State of Iowa govern this Agreement.

NOTICE: See below for important notice required by Federal Law.

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper and mail it to the address identified on your monthly statement as well as contacting your original Seller. We must hear from you no later than 10 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) Your name and account number. (2) The dollar amount of the suspected error. (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to the questioned amount. If we didn’t make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 20 days, telling us that you still refuse to pay, we must tell anyone we report you to, that you have questions about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to when the matter has been settled. If we don’t follow the rules, we can’t collect the first \$50.00 of the questioned amount, even if your bill was correct.