

RETAIL INSTALLMENT CONTRACT & SECURITY AGREEMENT – Subject to State Regulation

Buyer's Last Name	First Name	MI	Seller's Name		
Address			Address		
City	State	Zip	City	State	Zip
Telephone:		Cell Phone:	Telephone:		
Co-buyer Last Name	First Name	MI	Dealer Number:		
Address (if different from above)			DEALER SIGNATURE:		

CREDIT SALE AGREEMENT	ITEMIZATION OF AMOUNT FINANCED		
The words "Buyer", "you", "your", or "yours" refer to each person who signs this contract as a buyer or co-buyer. The words "Seller", "we", "our", and "us" refer to the dealer who made the sale or any assignee currently holding the contract. We agree to sell and you agree to buy the goods described below in accordance with all terms on both sides and all pages of this contract. By your signature below, you acknowledge this obligation is incurred in the interest of your marriage or family. Description of Goods or Services Purchased:	(a) Cash Price	\$	(a)
	(b) Down payment: Cash \$ _____ + Net Trade-in \$ _____ =	-\$	(b)
	(c) Unpaid Balance of Cash price (a-b)	\$	(c)
	Trade-in Description:		
	(d) Amounts paid to others on my behalf which are being financed:		
	(1) To public officials for:	\$	
	(2) Sales Tax	\$	
	(3) Non-filing insurance premium	\$	
	(4) To others	\$	
	Total Amounts Paid to Others (sum of (1) through (4))	\$	(d)
(e) Amount Financed (c + d)	\$	(e)	

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. %	FINANCE CHARGE The dollar amount the credit will cost you. \$	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$	TOTAL SALES PRICE The total cost of your purchase on credit, including your down payment of \$ _____ \$
Number of Payments	Payment Amount	When Payments are Made Monthly payments of principal and interest beginning ____/____/____ and continuing on the same day of every month thereafter until paid in full.		Promo Code
Security: You are giving a security interest in any goods being purchased. Late Charge: If a payment is more than 10 days late we may charge you: 5% of the installment due in RI. If a payment is more than 15 days late we may charge you 5% of the installment due not to exceed \$5 in MA.		Prepayment: If you pay off early, you will not have to pay a penalty. Further Payment Information: Refer to the appropriate clauses on the front or back of this contract for additional information about minimum finance charges, nonpayment, default, and acceleration of your obligation before maturity, and any other fees or charges.		

BUYER'S RIGHT TO CANCEL: 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 ACCOMPANYING NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

MA - NOTICE TO THE BUYER: 1. Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2. You are entitled to a copy of this agreement at the time you sign it. 3. You may at any time pay off the full unpaid balance due under this agreement, and in so doing you may receive a partial rebate of the finance charges and insurance charges. 4. You may under certain circumstances redeem the property if repossessed because of your default, and you may, under certain conditions, require a resale of the property if repossessed. 5. The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement.
 Buyer acknowledges reading the entire contract; receiving a signed, dated and completely filled-in copy on the _____ X _____ X _____
 date executed; Seller orally explained the right to cancel. DATE EXECUTED BUYER'S SIGNATURE CO-BUYER'S SIGNATURE

RI - NOTICE TO BUYER: 1. Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2. You are entitled to a copy of this agreement at the time you sign it. 3. You may at any time pay off the full unpaid balance due under this agreement, and in so doing you may be entitled to receive a partial rebate of the finance and insurance charges. 4. The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement. 5. You may cancel this agreement if it has not been signed at the main office or a branch office of the seller, provided you notify the seller at his or her main office or branch office shown in the agreement by registered or certified mail which shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. See the accompanying notice of cancellation form for an explanation of buyer's rights. **NON-NEGOTIABLE CONSUMER NOTE**

X X

DATE EXECUTED BUYER'S SIGNATURE CO-BUYER'S SIGNATURE

Buyer acknowledges reading the entire contract, receiving a signed, dated and completely filled-in copy on the date executed, and that Seller orally explained the right to cancel and provided 2 copies of a Notice of Cancellation.

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON MORE THAN ONE PAGE (or Front and Back if form is pre-printed)
 Seller may only assign this contract to ("Assignee"):
Prime Acceptance Corp. – P.O. Box 5096 – Chicago, IL 60680-5096 - **PHONE: (800) 621-0473 FAX: (312) 939-7501**
 COPY 1 (WHITE) -Original COPY 2 (YELLOW) -Seller Copy COPY 3 (PINK) -Customer Copy COPY 4 (GOLD) -Customer Copy
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ADDITIONAL PROVISIONS

- a. PROMISE TO PAY.** You agree to pay the Total of Payments according to the payment schedule and any other charges provided for in this Contract. Interest is computed on a simple interest basis and begins to accrue on the date of the contract, unless otherwise restricted by law or according to other terms as evidenced by a separate written agreement. We do not make refunds for amounts less than \$1.00.
- b. SECURITY INTEREST.** You grant us a security interest in any goods you purchased ("Collateral") as well as all accessions to and proceeds of those goods. Our security interest secures your performance of all obligations under this Contract and any extensions, renewals or modifications of it. On our request, you will take any reasonable action to preserve the Collateral or our security interest in it.
- c. MAINTENANCE OF COLLATERAL.** You will maintain the Collateral in good condition and repair; not permit its value to be impaired; keep it free from all liens or encumbrances prior in right to ours; and not allow it to become a fixture to other property. You will not sell, lease, or otherwise dispose of the Collateral without our written permission. Loss or damage of the Collateral does not release you of your obligation to make payments when due. We may inspect the Collateral at reasonable times and you will assist us in such inspections to insure compliance with this Contract.
- d. INSURANCE.** You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount of \$1,000, or as we will otherwise require. You will name us as loss payee on any such policy. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in effect until this Contract is paid in full.
- e. AUTHORITY TO PERFORM.** We may perform your duties to preserve and insure the Collateral if you or joint obligors fail to cure or perform any such duties after written notice from us. The cost of our performance is an obligation secured by this Contract, and is payable by you on demand and will bear interest from the date of expenditure by us to the date of payment by you at the Annual Percentage Rate disclosed on the first page of this Contract.
- f. ASSIGNMENT.** We may assign this Contract without your consent and Assignee is entitled to all rights under the Contract. Your rights are not affected by such assignment. If you sell or transfer all or any part of the property or security interest, we may, at our option, require immediate payment of the outstanding balance on the Contract. Seller may only assign this contract to Prime Acceptance Corp. and the contract is void if Seller assigns it to any other party.
- g. NSF FEE.** If you present any type of payment instrument or method that is dishonored for any reason by the drawee, we may charge you a \$10 fee in MA and a \$25 collection fee in RI if you do not pay the face amount of the check or payment instrument within 30 days after written notice.
- h. ELECTRONIC FUND TRANSFER.** When you provide a check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the transaction as a check. When we use your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you may not receive your check back from your financial institution.
- i. DEFAULT.** You are in default if you fail to make one or more payments when due or take any action that materially impairs the value of the Collateral or our security interest in it, and you fail to cure your default. If you are in default and we refer this Contract to an attorney who is not our salaried employee for collection, you agree to pay our reasonable attorney fees to the extent allowed in your state of residence. To the extent not prohibited by law, you agree to pay any other costs and fees of repossession, collection, or realization of any security interest, including but not limited to court costs. If you are in default, we may accelerate your maturity date and balance if you fail to bring your balance current within 30 days of the payment due date. You may have to pay late fees and other allowable charges under this Contract in order to bring your balance current. The accelerated balance due will accrue interest at the Annual Percentage Rate disclosed on the face of this Contract.
- j. MISCELLANEOUS.** We may waive any default without waiving any other subsequent or prior default by you. You understand that any loss, injury, or destruction of the property will not operate as a payment and will not release you from any of your obligations under this Contract. Any parts of this Contract contrary to the laws of this state will not invalidate other parts of the Contract. State and Federal laws govern this Contract. This Contract and its accompanying documents represent the entire agreement between the parties and there are no other prior or contemporaneous oral or written agreements or representations on which either party is relying. Any modifications must be in writing and signed by both parties to be effective. Any reproduction of the Credit Application, Contract, or its accompanying documents by reliable means, such as scanned image, photocopy, or other widely accepted copy technology is considered the same as the original, unless the copy is altered without the knowledge and consent of the parties. This contract is void if Seller does not assign it to PAC. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.
- k. WARRANTY.** Unless we have given an express warranty in this Contract or in a warranty certificate attached to this Contract, no warranties, express or implied, or any statements made by any party not contained as part of this Contract are valid or binding. This section does not apply to manufacturer's warranties.

NO LIABILITY, PERSONAL OR PROPERTY INSURANCE COVERAGE IS PROVIDED TO BUYER UNDER THIS CONTRACT

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.
Assignment to Prime Acceptance Corp. Seller assigns all rights and interest in this Contract to Prime Acceptance Corp. (PAC)	THIS BOX IS NOT PART OF THE AGREEMENT BETWEEN SELLER AND BUYER(S)
<p><u>Warranties.</u> Seller warrants: The Contract is genuine and legally enforceable on its terms; no Buyer was a minor or incompetent when it was executed; all statements contained in the Contract are true; Seller has no notice of any matters not disclosed to PAC which might impair Buyers' credit; Seller actually received the disclosed cash down payment; Seller has not made and will not make any advancement to Buyers; Seller has no agreement with Buyers to separately finance or impose finance charges on or refinance any pick-up payment or to defer payment of a portion of the down payment to a date later than the due date of the second installment; Seller has not made any oral or written warranties other than manufacturer's warranty; the Contract and transactions from which it arose comply with applicable laws and regulations; Seller has performed all of its obligations to Buyers; no Buyer has or has asserted, any defense, set-off or counterclaim to Buyer's liability under the Contract; the Goods are as Seller represented them to Buyer; Seller had full authority to sell the Goods to Buyer free of any security interest or other encumbrance; the Goods have been delivered and accepted by Buyer within 10 days of the Contract date; and the security interest created by the Contract is the only security interest or encumbrance on the Goods; appropriate documents will be sent immediately to PAC so PAC may perfect a first security interest in the Collateral within 10 days of its delivery to Buyer; Seller has full authority to assign the Contract to PAC; Seller will take any steps PAC requests to perfect the security interest created by the Contract and to designate PAC as secured party of record; and PAC's interest in the Contract is not subordinate to any security interest or other encumbrance; Seller inspected the Goods for defects and there were no defects when Buyer(s) received the goods; Owner's Manual and manufacturer's warranties were supplied to Buyer. <u>PAC's Authority.</u> PAC may, without notice and without impairing its right against Seller, in the name of Seller or otherwise, take all actions and legal proceedings it deems advisable with respect to the Contract or the Collateral, including without limitation, modifying, extending or compromising any terms, discharging or releasing any person liable or releasing any security. PAC has no duty to perfect any security interest in the Goods or to enforce or preserve Seller's under the Contract. <u>PAC's Remedies.</u> If (i) Seller breaches any warranty or makes any false warranty or (ii) PAC receives notice of a complaint, claim or defense against Seller or PAC, Seller must, at PAC's request, pay PAC the full amount unpaid (less PAC's unearned charges), plus expenses PAC incurs enforcing the Contract, and Seller indemnifies and agrees to defend PAC from any loss, liability, penalty, claim, damage or expense claimed or incurred by reason thereof. PAC will reassign the Contract to Seller without any recourse or warranties after Seller has paid PAC in full. Seller agrees to indemnify PAC for any claims or action brought against PAC as a holder, and will reimburse PAC for any costs incurred, including attorney fees. These remedies are not intended to be exclusive, and PAC may exercise other legal and contractual remedies at its option.</p>	
SELLER SIGNS THIS ASSIGNMENT WITHOUT RECOURSE EXCEPT AS PROVIDED ABOVE.	Signed Authorized Agent for Seller