



Retail Charge Agreement

1292 W Station Street
 Kankakee, IL 60901
 (815) 933-8211

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|--|----------------------|-------------------------------|--|------------------------|-------------------------|
| First Initial Last | | | Date of Birth / / | | |
| Present Residence - Street | | | Home Phone | | Business Phone |
| City State Zip | | How Long at Present Address | | Social Security Number | |
| Landlord or Mortgage Holder | | | Phone Number | | |
| Nearest Relative Not At Your Present Address | Address City State | | Relationship | Phone Number | |
| Employer's Name (Give Firm's Full Name) | | | How Long | | Employer's Phone Number |
| Employer's Address City State | | Job Title | Monthly Take Home Pay | | |
| Other Income * - Source(s) | | Amount (Monthly) | *You need not furnish alimony, child support, or maintenance income information if you do not want us to consider it in evaluating your application. | | |
| Bank With | Address | | Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan <input type="checkbox"/> Check all that apply | | |
| Complete for Spouse or Other Joint Applicant or User if Joint Account is Requested: | Relationship | Social Security Number | Date of Birth / / | | |
| First Initial Last | | Other Joint Applicant Address | | City State | |
| Employer's Name (Give Firm's Full Name) | | | How Long | | Employer's Phone Number |
| Employer's Address City State | | Job Title | Monthly Take Home Pay | | |
| Other Income * - Source(s) | | Amount (Monthly) | *You need not furnish alimony, child support, or maintenance income information if you do not want us to consider it in evaluating your application. | | |
| QTY | MODEL OR ARTICLE NO. | MERCHANDISE DESCRIPTION | | PRICE | |
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Under the provisions of Illinois law:

- A. No applicant may be denied a credit card on account of the applicant's sex or marital status.
- B. The applicant may request the reason for rejection of his or her application for a credit card.
- C. No person need reapply for a credit card solely because of a change in marital status unless the change in marital status has caused a deterioration of the person's financial position.
- D. A person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by, so long as no fraud is intended thereby.

Initial Here:

RETAIL CHARGE AGREEMENT

I agree to the following terms regarding all merchandise and service purchased on my retail charge account with Home Appliance & Heating of Kankakee, Inc.

- 1. I will pay the time sale price of all purchases charged to my account. The time sale price shall consist of the cash sale price including applicable sales tax, any charges for shipping, delivery, or installation, and any recording fees, plus any FINANCE CHARGES that may accrue.
2. I can avoid incurring a FINANCE CHARGE by paying my account balance ('New Balance') in full within 25 days of the billing date shown on my monthly statement.
3. The FINANCE CHARGE will be the greater of \$1.00 or an amount determined by applying a periodic rate of 1.8% (ANNUAL PERCENTAGE RATE 21.6%) to the Average Daily Balance.
4. Whenever there is an outstanding balance on my account at the end of a billing period, I will make a minimum payment of one-tenth (10%) of the New Balance or a \$20.00 minimum payment when the New Balance is \$200.00 or less, within 25 days of the billing date.
5. Payments made on my account will be applied first to the unpaid FINANCE CHARGES and then to purchases made on my account in the order of the purchases.
6. If I default in performing this agreement, my entire outstanding balance may, at the option of Home Appliance become immediately due and payable.
7. Home Appliance has the right to amend this agreement to purchases made after the notice of the intended charge has been given to me in the manner and to the extent required by applicable law.
8. Home Appliance reserves titles to and retains a purchase money security interest under the Uniform Commercial Code in all merchandise purchased under this agreement.
9. I authorize Home Appliance to investigate my credit history and capacity and to furnish information concerning this account to credit reporting agencies and others who may lawfully receive that information.
10. If any provision of this agreement is finally determined to be inconsistent with or contrary to applicable law, that provision shall be deemed amended or omitted to conform therewith without affecting any other provision or the validity of this agreement.

Initial Here: []

In Case of Errors or Inquiries About Your Bill

The Federal Truth in Lending Act requires prompt correction of billing mistakes:

- 1. If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill:
a. Do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
i. Your name and account number.
ii. A description of the error and an explanation (to the extent you can explain) why you believe it is an error.
iii. The dollar amount of the suspected error.
iv. Any other information (such as your address) which you think will help us identify you or the reason for your complaint or inquiry.
b. Send your billing error notice to the address on your bill which is listed after the words: "Send inquiries to" or similar wording.
2. We must acknowledge all letters pointing out possible errors within 30 days of receipt, unless we are able to correct your bill during those 30 days.
3. After we have been notified, neither we nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute: but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit.
4. If it is determined that we have made a mistake on your bill, you will not have to pay any finance charge on any disputed amount.
5. If our explanation does not satisfy you and you notify us in writing within 10 days after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures.
6. If we do not follow these rules, we are not allowed to collect for the first \$50 of the disputed amount and finance charge, even if the bill turns out to be correct.
7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them, if you first try in good faith to return them or give the merchant a chance to correct the problem.

"Residents of Illinois may contact the Illinois Commissioner of Banks and Trust Companies for comparative information on interest rates, charges, fees and grace periods." State of Illinois CIP, P.O. Box 10181, Springfield, Illinois 62791, 1-800-634-5452

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.

ACCEPTED BY:

Sales Person: _____

Store: _____

Date: _____

NOTICE TO BUYERS: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. (2) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

SIGN HERE X _____
Accountholder's Signature (Full legal name)

SIGN HERE X _____
Signature of Spouse or Co-Accountholder (Full legal name)