

REVOLVING CREDIT – home improvement

Each applicant may apply for individual or joint credit regardless of marital status. This application is for:

- Individual Credit – complete applicant information.
- Joint Credit with Spouse as Joint Applicant – complete applicant and co-applicant information.
- Joint Credit with Non-Spouse as Joint Applicant – complete applicant and co- applicant information.

We intend to apply for joint credit: _____

Applicant Sign Here

Co-Applicant Sign Here

<p>DEALER USE ONLY</p> <p>Applicant's identification was verified via viewing an unexpired driver's license unless one of the following is checked:</p> <p>Unexpired: ___ State Issued ID Card ___ Passport ___ Social Security Card</p> <p>Co-Applicant's identification was verified via viewing an unexpired driver's license unless one of the following is checked:</p> <p>Unexpired: ___ State Issued ID Card ___ Passport ___ Social Security Card</p> <p>Verified By: _____</p>
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Dealer# _____

Initial Sale \$ _____ Down Payment \$ _____

In this Agreement "you" and "your" refer to all persons applying for credit and "we", "us", and "our" refer to Dealer and its assigns.

CUSTOMER CREDIT APPLICATION

APPLICANT INFORMATION (Please Type or Print Clearly)		
Check if you are NOT a US Citizen <input type="checkbox"/>	Social Security Number	Date of Birth No. of Dependents
First Name	Middle	Last Name
Residence Address (No PO Box allowed)		Time at Residence Yrs. Mos.
City	State	Zip
Home Phone Number		Cell Phone Number
E-mail Address		
<input type="checkbox"/> Own	Monthly Mortgage Payment	Home Value
<input type="checkbox"/> Rent	\$	\$
Present Employer	Work Phone Number	
Occupation	Gross Monthly Salary	Length of Employment
\$		Yrs. Mos.
Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.		
Other Income	Source	Monthly Amount
\$		\$
PERSONAL REFERENCE (Not Living With You)		
Name		
Relationship	Phone Number	
/		/

CO-APPLICANT INFORMATION (For Joint Applications Only)		
Check if you are NOT a US Citizen <input type="checkbox"/>		
Social Security Number	Date of Birth	No. of Dependents
First Name	Middle	Last Name
Residence Address (No PO Box allowed)		Time at Residence Yrs. Mos.
City	State	Zip
Home Phone Number		Cell Phone Number
E-mail Address		
Present Employer	Work Phone Number	
Occupation	Gross Monthly Salary	Length of Employment
\$		Yrs. Mos.
Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.		
Other Income	Source	Monthly Amount
\$		\$

By signing this application: 1) you warrant all information you provide is true and complete; 2) you authorize Dealer to assign this application to Aqua Finance, Inc. or its assigns; 3) you authorize a full investigation and release of any records from any source, including credit bureau reports, to check the accuracy of information on this application; and 4) you consent to receiving autodialed message calls from us or our agents on your wireless phone. You have a continuing duty to keep us informed if any information on this application changes. By completing and signing this application you understand that you have requested that we open a revolving credit account which allows you to make credit purchases on account as evidenced by a revolving credit sales slip, and you agree to all the terms and conditions of this Revolving Credit Agreement. By your signature you acknowledge that you have received and read all the terms of this Agreement before making any purchases on the account. **IF THIS IS A JOINT ACCOUNT YOU UNDERSTAND THAT EACH APPLICANT HAS THE RIGHT TO USE THE ACCOUNT TO THE CREDIT LIMIT AND THAT CO-APPLICANTS ARE JOINTLY AND SEVERALLY LIABLE FOR ALL PURCHASES ON THE ACCOUNT. See State Notices for important information regarding this credit application and agreement.** No agreement exists between us until this application is approved.

SOCIAL SECURITY NUMBER/TAXPAYER IDENTIFICATION NUMBER: Under penalties of perjury, I certify that: 1)The number shown on Page 1 of this Credit Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3) I am a U.S. person (including a U.S. resident alien). **Certification Instructions:** Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Cross out item 3 and complete a W-8 BEN if you qualify and are not a U. S. Person.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Your Minimum Monthly Payment will be between 2% and 5% of the "Highest Monthly Charge" balance since your Monthly Charge Balance was zero (less any Special Payment Plans) as will be shown on your billing statement, rounded to the next highest dollar, or \$15, whichever is greater. A finance charge will be computed on your outstanding balance each month.

DO NOT SIGN BELOW UNLESS MERCHANT HAS PROVIDED THE ATTACHED DISCLOSURES AND TERMS. BY YOUR SIGNATURE BELOW YOU ACKNOWLEDGE RECEIPT OF THE ATTACHED REVOLVING CREDIT AGREEMENT.

Applicant Signature	Date
_____	____/____/____
Applicant Driver's Lic. No.	State Issued Expiration Date
_____	____/____/____
Joint Applicant Signature	Date
_____	____/____/____
Joint Applicant Driver's Lic. No.	State Issued Expiration Date
_____	____/____/____

NOTICE TO WISCONSIN APPLICANTS: No provision of a marital property agreement, a unilateral statement under Wis. Stats. §766.59, or a court decree under Wis. Stats. §766.70 adversely affects the interest of the creditor unless the creditor is furnished a copy of the decree, agreement, statement, or has actual knowledge of the adverse provision prior to the time credit is granted. You must supply us with your spouse's name and address in the Spouse/Joint Applicant section above so we can give notice of this credit transaction by mailing a copy of this application. If you are married, you agree that this obligation is incurred in the interest of marriage or family.

Applicant Signature: _____

CREDIT REPORT NOTICE: We may request a credit report for any legitimate purpose associated with your application for credit, extending credit, modifying the terms of your credit agreement, or collection on your account. On your request we will inform you if such a report was ordered and will give you the name and address of the credit reporting agency that furnished the report.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission.

Delaware residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.
Maryland residents: Finance charges will be made in amounts or at rates not in excess of those permitted by law.

ASSIGNMENT: Should Aqua Finance, Inc. ("AFI") acquire your account as a result of your credit application, AFI may further assign your credit transaction to a credit union which may require you to be a member. In that event, and by signing this application, you agree to the terms of membership as set forth below:

I apply for membership in and agree to the terms and conditions as provided, and I agree to conform to the bylaws and any amendments of any credit union which accepts assignment of my credit transaction. I authorize the credit union to check my account, credit, and employment history, and to obtain a credit report now or in the future. I understand that this will assist the credit union, for example, in determining my initial and ongoing eligibility for my/our Account and/or in connection with making future credit opportunities available to me. This is not a marital account. If the initial share is deposited by the credit union, it will be revoked if no additional deposits or loans are added to my membership within one year of membership date. It is agreed that if more than one person signs this application, this account is jointly held by the parties named hereon. Upon the death of any of them, ownership or all funds in this account are passed to the survivor.

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS	
<p><input type="checkbox"/> I hereby authorize the initiation of a periodic deduction from my account at the financial institution named below through the ACH system and authorize said institution to debit my account for the amount and at the frequency set forth below. I acknowledge that this request does not violate the provisions of United States law as it applies to ACH transactions. I understand I have a right to stop this automatic payment by notifying either the institution named below or AFI, in writing, at least three (3) business days prior to the day my account is scheduled to be charged and that there may be a fee for that service. Further I agree that AFI will require written confirmation of an oral stop-payment order within fourteen (14) days. This will be a permanent stop payment on this preauthorized payment. I may, however, establish a new preauthorized payment from the same financial institution or company in the future. I also authorize adjustment entries in the event of erroneous transactions on my account. I agree to hold AFI harmless for any expenses, including fees, incurred as a result of its inability to process a scheduled preauthorized withdrawal due to: my having supplied incorrect information, its having acted on a stop payment order, or there being insufficient funds in the account I have indicated.</p>	
Monthly Payment _____	Day of Month for Withdrawal _____ Month First Payment is to be Drawn _____
Bank Name _____	
Bank Address _____	
IMPORTANT: PLEASE ATTACH A VOIDED CHECK WITH CORRECT ENCODING INFORMATION	
Bank Routing Number _____	
Depositor Account Number _____	
Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
X _____	X _____
Signature of Depositor (if joint account, both must sign)	
<input type="checkbox"/> I would like to receive my monthly account statements by email and have access to pay my bill online.	

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT
KEEP THIS INFORMATION FOR YOUR RECORD**

**REVOLVING CREDIT AGREEMENT AND
DISCLOSURE STATEMENT**

Dealer may assign all rights under this Agreement and any credit sale made pursuant to it (as evidenced by a revolving credit sales slip) to Aqua Finance, Inc. ("AFI") and to AFI's further assigns.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	12.00% - 17.99% (APR Varies By State. See table below for applicable rate in your state*)
Penalty APR and When it Applies**	21% (see table below for applicability in your state**) This APR may be applied to your account if you make a late payment. How Long Will the Penalty Rate Apply?: The Penalty APR may remain in effect indefinitely.
Paying Interest	Interest Charges begin on the date a purchase is posted to your account, except in states requiring a grace period, in which case your due date is at least 25 days after the close of each billing cycle and we will not charge you interest if you pay your entire balance by the due date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the Consumer Financial Protection Bureau's website at http://www.consumerfinance.gov/learnmore .
Fees	
Penalty Fees •Late Payment •Returned Payment	Fees Vary By State Up to \$35 See Paragraph 11 of Agreement Up to \$30 See Paragraph 12 of Agreement

How We Will Calculate Your Balance: We use a method called the "Daily Balance (including new purchases)." See your account Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

This information is accurate on the date of your application and initial purchase. If any of this information changes you will be notified at least 45 days prior to any change and how to contact us regarding any change. All terms are subject to change.

* State APR Rates			
12.00%	Connecticut	14.40%	Michigan
14.76%	Pennsylvania	17.00%	Arkansas
17.99%	All other states		

** The penalty APR rate does not apply in the following states: Arkansas,

Colorado, Connecticut, Delaware, Florida, Illinois, Kansas, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Nebraska, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Texas, and Wyoming.

1. **GENERAL:** If your credit application is approved and we open a revolving credit account for you, you may purchase household goods and services on credit from the dealer where you opened your account. Purchases are pursuant to a revolving credit sales slip and you agree that all sales are subject to the terms of this Agreement.

2. **PROMISE TO PAY:** You agree to pay for all purchases made on your account, **INTEREST CHARGES**, and other applicable charges or fees under this Agreement incurred by you or anyone you authorize or permit to use your account. If this account is a joint account, each joint account holder agrees to pay, and all account holders are jointly and severally responsible for all amounts owed on the account. If your account is referred for collections to an attorney who is not our salaried employee, you agree to pay reasonable attorney fees and reasonable collection costs to the extent allowed by law in your state. If your state does not allow attorney fees (IA, ME, OH, and WI), you agree to pay any statutory attorney fees and costs that may be awarded to us by a court of law.

3. **CREDIT LIMIT:** We set a credit limit on your account which we may modify at any time for any reason not prohibited by law. You may not charge purchases if it causes you to exceed your credit limit unless we allow such purchases. You agree to pay all amounts over your credit limit.

4. **BILLING STATEMENT:** We will mail you a statement each month you have an account balance greater than \$1.00 at the address we have in our records. This statement will show credit purchases, late charges, NSF fees, previous balance, new balance, payments received, credits, **INTEREST CHARGES**, total minimum payment due, and payment due date.

5. **MINIMUM MONTHLY PAYMENT:** All payments, except disputed payments, must be mailed or delivered to the Payment Processing Center address shown on your monthly billing statement. All payments must be made by electronic fund transfer, check or money order. Do not send cash. Cash or other nonconforming methods of payment may be rejected. We may accept partial or late payments or checks marked "payment in full" or other restrictive endorsement without losing our right to receive the full amount owed. Your billing statement will include requirements for you to follow in making payments. Disputed payments, including those which indicate that the payment constitutes "payment in full" of the amount owed, must be mailed or delivered to the Customer Service address listed below. You agree to pay us at least the Total Minimum Monthly Payment reflected on your statement. You may pay more than the Total Minimum Monthly Payment and you may pay the entire amount due at any time. The Total Minimum Monthly Payment Due shown on your billing statement will be the sum of the Minimum Monthly Payment plus all past due amounts, late fees, and other charges. The Minimum Monthly Payment is calculated at the end of the first month in which you make a purchase, and will be calculated each month in which you make an additional purchase. Your Minimum Monthly Payments will be between 2% and 5% of the "Highest Monthly Charge" balance since your Monthly Charge Balance was zero, less any Special Payment Plans as shown on your billing statement rounded to the next higher dollar, or \$15, whichever is greater, unless your account balance is less than \$15 in which case the Minimum Monthly Payment will be equal to the account balance. You agree that any payment may be returned if your check is (i) not drawn in U.S. dollars on funds on deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) contains a restrictive endorsement; (v) postdated; or (vi) not paid on presentation. If you do not make a Total Minimum Monthly Payment within 60 days of its due date, we may apply the Penalty APR to your account, if allowed by the state of your residence. We will give you advanced notice of the date the Penalty APR is effective. The Penalty APR may remain in effect indefinitely, unless you make the first six consecutive Total Minimum Monthly Payments when due following the effective date of the application of the Penalty APR to your account.

6. **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. If there are insufficient funds in your account you authorize us to charge an NSF Fee as indicated below and collect that amount through an electronic fund transfer from your account.

7. **PREPAYMENT:** You may pay your entire account balance at any time without penalty. If you do not pay the entire balance in full, you must make a minimum payment each month by the payment due date that appears on your billing statement. Under federal law, we are not required to refund any amounts less than \$1.00.

8. **INTEREST CHARGE: INTEREST CHARGES** begin the date a purchase is posted to your account and accrue as long as your account has a balance, except in states with a mandatory grace period. The **INTEREST CHARGE** is computed by applying a daily periodic rate of .03288% (corresponding to an annual percentage rate of 12.00%), .03945% (corresponding to an annual percentage rate of 14.4%), .04044% (corresponding to an annual percentage rate of 14.76%), .04658% (corresponding to an annual percentage rate of 17%), or a periodic rate of .04929% (corresponding to an annual percentage rate of 17.99%) to the daily balance. The

daily balance is calculated by taking the beginning balance in the account each day, adding any new purchases and subtracting any unpaid interest or other finance charges and any payments and credits. The **INTEREST CHARGE** is calculated by (i) taking each daily balance, (ii) multiplying that daily balance by the applicable daily periodic rate, (iii) adding together the resulting amounts for each day in the billing cycle. The total periodic **INTEREST CHARGES** for the billing cycle is the sum of the periodic **INTEREST CHARGES** for each purchase type rounded to the next highest cent. Any Daily Balance less than zero will be treated as zero. A minimum **INTEREST CHARGE** of no less than \$0.50 is added to your account in any billing cycle your account is subject to an **INTEREST CHARGE**, except in states where prohibited by law. The grace period is 25 days in Louisiana, Maine, Maryland, Massachusetts, Mississippi, North Carolina, and Virginia and 30 days in Nebraska & Vermont on new purchases where your account balance is \$0 or you have paid your previous balance due in full by the end of the billing cycle.

9. **DEFAULT:** You are in default if: (a) you fail to make a required payment when due on two occasions in any 12 month period; (b) you fail to observe or perform any of the other covenants or duties contained in this Agreement if the failure materially impairs the condition, value or protection of our right in any Collateral, or materially impairs your ability to pay any amounts on your billing statement when due. You will receive a Notice of Right to Cure in the following states: Colorado, Iowa, Kansas, Maine, Massachusetts, Nebraska, Pennsylvania, and Wisconsin. If you fail to cure within the time allowed in your notice or within 30 days if you live in a state with no notice requirement, we may accelerate your balance.

10. **SPECIAL CREDIT PROMOTION PLANS:** We may occasionally offer special credit promotion plans for you to participate in at your option.

11. **LATE FEE:** If your payment is more than 10 days late (15 days in Maine, Massachusetts, or South Dakota), you may be charged a late fee up to the amount indicated below for your state of residence. The late fee will be added to your account balance.

(KS & MO if payment due is less than \$25)	\$5
AK, AR, CA, FL, KS, MO, MT, NJ, OH, RI, SD, TN	\$10
CO, IN, IA, MS, NV, NH, NY, ND, OR, VT, WA, WI	\$15
GA	\$25
MIN -\$7.28 maximum; NC -\$6 maximum	5% of payment due
AL, KY & WY -\$10 minimum; ID & MI -\$15 minimum; HI, VA	5% of payment due; \$35 maximum*
UT	5% of payment due; \$30 maximum*
NE	5% of payment due; \$25 maximum
OK (\$5 minimum), TX, D.C.	5% of payment due; \$15 maximum
AZ, CT, IL, LA, MD, ME	5% of payment due; \$10 maximum
NM, PA, SC	5% of payment due; \$5 maximum
MA	10% of payment due; \$10 maximum

*(25 maximum-first occurrence in more than 6 months.)

12. **RETURNED PAYMENT / NSF FEE:** If any payment instrument or method is dishonored by your bank or the drawee, you agree to pay an NSF fee up to the amount indicated below for your state of residence. No NSF fee will be charged if your state of residence is Delaware, Maryland, Nebraska, or Wyoming. If required by your state, you will receive a notice with instructions about the NSF service or collection fees, and if you fail to pay the fee we will add it to your account balance. We are not required to present payment instruments more than once to the drawee for payment. This fee will be added to your account balance.

MA, ME, AZ (greater of \$10 or bank fee)	\$10
CA, MS, MO	\$15
CT, D.C., ID, IA, MN, NY, OH, PA, UT, VT	\$20
AR, CO, FL, IL, IN, KY, LA, MI, NV, NH, NM, NC, OK, RI, TX, WI	\$25
AL, AK, GA, HI, KS, MT, SC, SD, TN, VA	\$30*
ND, OR, WA	\$35*

*(25 maximum-first occurrence in more than 6 months.)

13. **ACCOUNT INFORMATION:** You authorize us to furnish information about your account to credit reporting agencies and anyone else who may lawfully receive such information. On request, you agree to promptly provide us with accurate and updated financial and employment information. You agree to give us prompt notice of any change in your name, address, and telephone numbers. Where allowed by law, you authorize the Department of Motor Vehicles to release your address if it becomes necessary to locate you.

14. **CHANGE IN TERMS:** We may change the terms of this Agreement, as permitted by law, at any time. You will be notified of changes in accordance with applicable state and federal law, but in the event your state does not specify a time period, you will be notified at least 45 days in advance of any such changes, and such notice will be sent to your current address as shown on our records for your account. We count the days from the date we mail the notification.

15. **CREDIT INVESTIGATION:** You agree we may investigate your credit, employment, and financial status. You authorize us to obtain a credit report and any other information about your creditworthiness in connection with processing your

application for credit, and subsequently in connection with any extension of credit, request to increase credit limits, or any renewal or update of your account, or to take collection action on the account, or to investigate disputes regarding the account. At your request, we will inform you if such reports were ordered, and the names of the credit bureaus that provided reports. You authorize the Department of Defense and its various departments and commands to verify your social security number or other identifier and disclose your home address to the authorized holder of this Agreement for purposes of performing or enforcing the terms of this Agreement. You authorize any past or present employer to confirm employment or communicate with us regarding your indebtedness to us if you fail to meet the terms and conditions of this Agreement. We use information furnished solely in connection with performing or enforcing the terms of this Agreement.

16. **ACCOUNT CANCELLATION:** We may cancel your account at any time for any reason subject to the requirements of applicable law. Outstanding balances continue to accrue **INTEREST CHARGES** until paid in full, and remain subject to all terms and conditions of this Agreement. You may cancel your account by writing to our account service provider Aqua Finance, Inc., P.O. Box 844, Wausau, WI 54402-0844. Your notice is effective on receipt. If you cancel your Account, you are still responsible for all amounts owed pursuant to the terms of this Agreement.

17. **ASSIGNMENT:** This Agreement is not effective until your application has been approved by AFI. We have the right to assign any or all of our rights under this Agreement to any assignee of our choosing. You may not assign this Agreement or any rights under it and any attempt to make such an assignment will be null and void. You understand that Dealer and AFI are independent entities and not employees or agents of one another. This Agreement legally binds the parties and their respective heirs, representatives, executors, administrators, successors and assigns.

18. **SEVERABILITY:** If any provision of this Agreement is deemed void or unenforceable under any law, rule, or regulation, all other provisions remain in effect and enforceable.

19. **NONWAIVER:** We do not lose any of our rights under this Agreement if we delay taking action for any reasons.

20. **REPRESENTATION:** You swear that all the information you supplied on your credit application and all the information on each revolving credit sales slip is and will be true, correct, and accurate. Any false, incorrect, or misleading information you knowingly supply is a deliberate misrepresentation.

21. **STATE LAW RESIDENT NOTICES:**

CALIFORNIA STATE NOTICE: Applicants may 1) use the credit account up to its credit limit after credit approval; 2) be liable for amounts extended under the plan to any joint applicant. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

COLORADO RESIDENTS: Warning: The terms of this revolving charge account may be changed, whether or not authorized by agreement, in accordance with the Colorado UCC and other applicable law.

DELAWARE: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

ILLINOIS: No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service. The applicant may request the reason for rejection of his or her application for a credit card. No person need reapply for a credit card solely because of a change in marital status unless the change in marital status has caused deterioration in the person's financial position. 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.

MAINE: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained. Charges incurred by use of your card are due and payable on receipt of your monthly statement.

MARYLAND: Finance charges will be made in amounts or at rates not in excess of those permitted by law. You may pay the entire balance at any time without incurring additional charges for prepayment.

VERMONT: We may obtain your credit reports at any time, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request we will inform you if such a report was ordered. If so, we will give you the name and address of the consumer reporting agency furnishing the report.

OHIO: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

TEXAS: To contact Aqua Finance, Inc. about this account call 715-848-5425. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705. Phone 512-936-7600. Contact the commissioner relative to any inquiries or complaints.

22. **SECURITY AGREEMENT:** You grant us a purchase money security interest under the Uniform Commercial Code in each household good purchased on account to the full extent permitted by law. To the extent allowed by law, you will pay all official fees and taxes, and on request, take any reasonable action requested by us to preserve the collateral or to establish, determine priority of, perfect, continue perfected, terminate or enforce our interest in it or rights under this agreement. If you do not make payments as agreed, this security interest allows us to take actions in accordance with state laws governing the enforcement of security interests in collateral. You further agree to keep the goods installed at the address on the credit application and to not remove or materially alter them without our written consent. You may lose the goods you purchased if you do not meet your obligations under this Agreement.

23. **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 TO THIS AGREEMENT OR WITH THE PROCEEDS FROM IT. DEBTOR'S RECOVERY UNDER THIS AGREEMENT MAY NOT EXCEED THE AMOUNT OF CREDIT OUTSTANDING.

Arizona residents - You must give us notice of your claim or defense in writing by certified mail within 90 days of receiving any goods or you may waive the right to set-offs or defense against assignee if assignee provides you a notice of your rights and you fail to exercise those rights pursuant to the terms of the notice. **Iowa residents** - You must give assignee notice within 30 days of assignment to assert claims and defenses against assignee. **Oklahoma & South Dakota residents** - You waive the right to bring a claim or defense against assignee if assignee provides you a notice of your rights and you fail to exercise those rights pursuant to the terms of the notice. **Wisconsin residents** - You waive the right to bring a claim or defense against assignee after 12 months if assignee provides you a notice of your rights to do so and you fail to exercise those rights pursuant to the terms of the notice of assignment. This waiver is in accordance with section 422.407 (4) of the Wisconsin Consumer Act. **Wyoming residents** - You waive the right to bring a claim or defense against assignee for 45 days after assignment if assignee provides you a notice of your rights and you fail to exercise those rights pursuant to the terms of the notice.

24. **CUSTOMER SERVICE:** Direct all inquiries concerning your account to:

**Aqua Finance, Inc.
P.O. Box 844
Wausau, WI 54402-0844**

or call Customer Service at telephone number 800-234-3663.

25. **BILLING RIGHTS NOTICE:**

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement write us at:

Aqua Finance, Inc.
ATTN: Customer Billing
One Corporate Drive, Suite 300, Wausau, WI 54401

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we did not believe there was a mistake:** You will have to pay the amount in question along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you may write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow the rules above, we cannot collect the first \$50 of the amount you questioned amount, even if your bill was correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services).
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:
Aqua Finance, Inc., ATTN: Customer Billing
One Corporate Drive, Suite 300, Wausau, WI 54401

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Note to all Buyers: Finance Charges will be made in amounts or at rates not in excess of those permitted by law. You have the right to pay in advance the full amount due.

NOTICE TO BUYER: 1) DO NOT SIGN ANY PART OF YOUR REVOLVING CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF ANY AGREEMENT WHEN YOU SIGN IT. 3) A FINANCE CHARGE WILL BE COMPUTED ON THE OUTSTANDING BALANCE EACH BILLING PERIOD IN ACCORDANCE WITH THE RATES ABOVE. 4) YOU MAY PAY YOUR TOTAL UNPAID BALANCE AT ANY TIME.

Dealer Name: _____

Address: _____



Home Improvement Agreement