

# Application for Open-End Credit

**Dealer Number:** \_\_\_\_\_  
**Total Sale Price:** \_\_\_\_\_  
**Down Payment:** \_\_\_\_\_  
**AMOUNT REQUESTED:** \_\_\_\_\_

**PLEASE PRINT CLEARLY AND COMPLETE ALL REQUESTED INFORMATION.  
 SEE ATTACHED SUMMARY OF CREDIT TERMS FOR IMPORTANT TERMS AND  
 CONDITIONS OF YOUR OPEN-END CREDIT REQUEST.**

## APPLICANT INFORMATION INDIVIDUAL JOINT

First Name	Last Name	DOB	SSN
DL #/State	Home Phone #	Cell Phone #	
Home Address/City/State/ZIP			<input type="checkbox"/> OWN <input type="checkbox"/> RENT
How Long at Current Address?		Mortgage or Rent Pmt	
Years	Mos.	\$	
Current Employer	How Long?	Position	
Employer Phone	Gross Monthly Income	Email Address	
	\$		

## CO-APPLICANT INFORMATION

First Name	Last Name	DOB	SSN
DL #/State	Home Phone #	Cell Phone #	
Home Address/City/State/ZIP			<input type="checkbox"/> OWN <input type="checkbox"/> RENT
How Long at Current Address?		Mortgage or Rent Pmt	
Years	Mos.	\$	
Current Employer	How Long?	Position	
Employer Phone	Gross Monthly Income	Email Address	
	\$		

**OTHER MONTHLY INCOME** (Alimony, child support or other income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.)

Source: \_\_\_\_\_ Amount \$ \_\_\_\_\_  
 Source: \_\_\_\_\_ Amount \$ \_\_\_\_\_  
 Source: \_\_\_\_\_ Amount \$ \_\_\_\_\_

## OPTIONAL - ACH (AUTOMATIC WITHDRAWALS)

You hereby authorize dealer or any assignee of dealer to initiate any electronic fund transfers by debit entries to the below-listed bank account. By enrolling in Automatic Withdrawals, you authorize dealer or any assignee to initiate electronic fund transfers in the amount of your regularly scheduled monthly payments on or after the payment due date. You have the right to receive notice of all electronic fund transfers from your bank account that vary in amount. You understand and acknowledge that you may terminate this authorization by notifying dealer or any assignee in writing at least 3 business days before any scheduled transfer. Please allow 10 days for all changes to be effective. You understand that you are not required to agree to Automatic Withdrawals. Automatic Withdrawals must comply with applicable laws and rules.

BANK NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

CHECKING  SAVINGS

ROUTING #: \_\_\_\_\_ ACCT #: \_\_\_\_\_

**\*\*PLEASE ATTACH A VOIDED CHECK \*\***

In this Agreement, the words "you" and "your" refer to the person or persons applying for credit. The words "we," "us" and "our" refer to the originating dealer and its assigns.

By signing this application, you promise all information is true and complete. You intend the dealer and/or assignee to rely upon this information in deciding whether to extend credit to you. You authorize a full investigation and release of your credit record and your employment history. You also authorize the dealer and/or assignee to release information about your credit experience with them. You consent to, and authorize, receiving communications from us or those acting on our behalf regarding the credit that is subject to this application at any telephone number set forth on this application and any subsequent telephone number that you may provide to us, including telephone calls and text messages generated using an automatic telephone dialing system and telephone communications consisting of an artificial or prerecorded voice or message.

**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.

**DO NOT SIGN UNLESS YOU HAVE REVIEWED THE ATTACHED SUMMARY OF CREDIT TERMS AND AGREE TO THE ATTACHED REVOLVING CREDIT AGREEMENT.**

Security Agreement  <b>APPLICANT SIGNATURE:</b> _____  DATE: _____  <b>CO-APPLICANT SIGNATURE:</b> _____  DATE: _____  <b>DEALER REP SIGNATURE:</b> _____  DATE: _____
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**Please detach the Summary of Credit Terms section and give it to the applicant/s.**

## SUMMARY OF CREDIT TERMS

The following summarizes key terms of the Revolving Credit Agreement that will govern your revolving credit Account if your credit application is approved. The terms “we,” “us” and “our” refer to Dealer and any assignee, successor and representatives. “You” and “your” refer to the person or persons submitting an application for open-end credit. Dealer may assign all rights under the Revolving Credit Agreement and any credit sale pursuant to it to Foundation Finance Company (FFC) (Foundation First Funding in PA). **KEEP THIS INFORMATION FOR YOUR RECORDS.**

INTEREST RATES AND INTEREST CHARGES	
ANNUAL PERCENTAGE RATE (APR) for purchases	<b>13.99%</b>
PENALTY APR and When It Applies	None or <b>21%</b> (Varies by State. See table for applicability in your state**). This APR may be applied to your account if you make a late payment. <b>How Long Will the Penalty Rate Apply?</b> If your APR is increased for this reason, the Penalty APR applies until you make six consecutive minimum payments when due.
PAYING INTEREST	Finance 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.
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 website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
FEES	
PENALTY FEES - LATE PAYMENT - RETURNED PAYMENT	Fees Vary by state - <b>Up to \$35</b> (see paragraph #18) - <b>Up to \$30</b> (see paragraph #19)

**How We Will Calculate Your Balance:** We use a method called the “Average Daily Balance (including new purchases).” See Revolving Credit Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement.

### \*\*PENALTY APR RATES

The Penalty APR does not apply in Michigan or Pennsylvania.

**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 to us at:  
Foundation Finance Company, LLC  
PO Box 437, Schofield, WI 54476

You may also contact us on the Web: [www.foundationfinance.com](http://www.foundationfinance.com)

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* or electronically. 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 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 do 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 must 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 all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

# REVOLVING CREDIT AGREEMENT

## Keep this information for your records.

1. **GENERAL:** In this Agreement, the words "you" and "your" refer to the person or persons applying for credit. The words "we," "us" and "our" refer to the originating dealer and its assigns. If your credit application is approved and we open a revolving credit Account for you ("Account"), you may purchase goods and services on credit only with the dealer that opened your Account. Purchases are pursuant to a Revolving Credit Charge Slip. All sales, including future add-on sales, are subject to the terms of this Agreement.

2. **CREDIT INVESTIGATION:** You authorize us to investigate your credit, employment status and any other information you provide to us on your request for credit. You authorize any person or entity listed on your request for credit to release information to us about your experience with them.

3. **PRIVACY ACT PROVISION:** You hereby 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 will use any information furnished only in connection with performing or enforcing the terms of this Agreement.

4. **ACCOUNT INFORMATION:** You authorize us to furnish information about your Account to credit reporting agencies and anyone else who may lawfully receive such information. You agree to give us prompt notice of any change in your name, address, telephone number or employer. You certify that all the information you supplied on your credit application is true, correct and accurate and that you will provide true and accurate information in connection with any future credit requests.

5. **COMMUNICATING WITH YOU; CONSENT TO CONTACT BY ELECTRONIC AND OTHER MEANS:** To the greatest extent not prohibited by applicable law, we may contact you for any lawful reason, including, but not limited to, for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Policy in effect from time to time. No such contact will be deemed unsolicited. We may contact you at such addresses, email addresses and any and all telephone numbers (including wireless cellular telephone, business telephone, ported landline telephone number, VoIP or other services) that you provide to us from time to time. For informational, servicing or collection related communications, we may use any means of communication, including, but not limited to, postal mail, electronic mail, telephone, text messaging, artificial or prerecorded voice calls, calls made by an automatic telephone dialing system, or other technology to reach you. You may contact us at any time to ask that we not contact you using any one or more methods or technologies.

6. **TELEPHONE MONITORING AND RECORDING:** You agree that we may monitor and/or record phone calls you make to us or receive from us to ensure that you receive quality service and for training purposes.

7. **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, you agree to pay reasonable attorneys' fees and reasonable collection costs to the extent not prohibited in your state. If your state does not allow attorneys' 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.

8. **SECURITY AGREEMENT:** You grant us a security interest in the goods purchased by you and described in a Revolving Credit Charge Slip under this Agreement (the "Collateral") as well as all accessions to and proceeds of those goods. 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 the Collateral. You 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.

9. **CREDIT LIMIT:** We may modify the credit limit on your Account at any time for any reason not prohibited by law. You may not charge purchases if it causes you to exceed your credit limit. If you do not use your revolving charge Account for 12 months, we may close your Account. You may 1) use the Account up to its credit limit after credit approval; 2) be liable for amounts extended under the plan to any joint applicant. You may not charge purchases if your Account is delinquent.

10. **BILLING STATEMENT:** We will mail you a statement to the address we have on file for you for each billing cycle at the end of which your Account has a debit or credit balance of more than \$1 or on which a finance charge has been imposed, or as otherwise required by law. This statement will show any purchases you make, late fees, NSF fees, interest charges, payments received, the beginning and ending balances on your Account, and the Total Minimum Monthly Payment and due date for your Account.

11. **MINIMUM MONTHLY PAYMENT:** All payments must be mailed or delivered to the address shown on your monthly billing statement. All payments must be made by electronic fund transfer, check or money order. Cash or other nonconforming methods of payment may be rejected. You agree to pay us at least the Total Minimum Monthly Payment by the due date shown on your statement. 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. It will be recalculated in any month you make an additional purchase on your Account. Your Minimum Monthly Payments will be between 0.25%-4% of the "Highest Monthly Charge" balance, less any applicable Special Payment Plans, rounded to the next higher dollar. If this amount is less than \$15, your Minimum Monthly Payment will be \$15. If your Account balance is less than \$15, the Minimum Monthly Payment will be your Account balance. **See your Revolving Credit Charge Slip for the actual payment factor applicable to your Purchase.** 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 six consecutive Total Minimum Monthly Payments when due following the effective date of the application of the Penalty APR to your Account.

12. **ELECTRONIC CHECK CONVERSION:** 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 not sufficient funds in your account you authorize us to charge an NSF Fee as indicated in this Agreement. We will collect that amount through an electronic fund transfer from your account.

13. **DISPUTED PAYMENTS—POSTDATED CHECKS, RESTRICTIVE ENDORSEMENT CHECKS AND OTHER DISPUTED OR QUALIFIED PAYMENTS:** You agree not to send us partial payments marked "paid in full," "without recourse" or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All notices and written communications concerning postdated checks, restrictive endorsement checks (including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to ATTN: Disputed Payments, Foundation Finance Company, PO Box 437, Schofield, WI 54476.** We may also accept late, postdated or partial payments without losing any of our rights under the credit agreement governing your Account. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check.

14. **PREPAYMENT:** You may pay more than the Total Minimum Monthly Payment at any time. You may pay your entire account balance at any time without penalty. Under federal law, we are not required to refund any amounts less than \$1.00.

15. **INTEREST CHARGE:** Except in states with a mandatory grace period, interest charges begin the date a purchase is posted to your Account and accrue as long as your Account has a balance. The interest charge is computed by applying the applicable daily periodic rate to the average daily balance. A daily balance is calculated for each day in the billing period by taking the beginning balance in the account each day, adding any new charges and subtracting payments and credits. The average daily balance is equal to the sum of all daily balances divided by the number of days in the billing cycle. The interest charge is calculated by multiplying the average daily balance by the applicable daily periodic rate and by the number of days in the billing cycle. The total periodic interest charge 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. The grace period is 25 days in Louisiana, Maine, Maryland, Massachusetts, New York, North Carolina, and Virginia and 30 days in Nebraska and Vermont on new purchases where your account balance was \$0 or you paid your previous balance due in full by the end of the prior billing cycle. In states that require grace periods, we will not charge you interest if you pay your entire balance by the due date.

16. **SPECIAL CREDIT PROMOTION PLANS:** Notwithstanding any other provision of this agreement, we may occasionally, at our option, offer special credit plans. Some of these special credit plans include, but are not limited to, the following: (a) Deferred First Payment: Your first payment is deferred for a specific time period, however, interest charges will be assessed for the deferred period; (b) Same As Cash with Payments: If during a specified time period you pay in full the amount of your purchases made under this special credit plan, no interest charges be assessed on those purchases. However, the minimum monthly payment must still be made during the Same-As-Cash time period. If the full amount of your purchases is not paid in full during the Same-As-Cash time period, interest charges are imposed from the date of the sale; or (c) Reduced Interest Rates: The interest rate on your Account may be reduced for a specified timeframe; (d) Same-as-Cash with Deferred Payments: If during a specified time period you pay in full the amount of your purchases made under this special credit plan, no interest charges will be assessed on those purchases; (e) Introductory Promotional Rate: Your introductory interest rate for special purchases on your Account is less than the interest rate disclosed on the Summary of Credit Terms for a specific time period after opening your Account. Payments will begin at the end of the payment deferral period. Your revolving credit charge slip, incorporated here by reference, will show if any special

credit plan applies to your Account; (f) No Payments-No Interest: Payments and interest begin at the end of the deferral period.

17. **DEFAULT:** You are in default if: (a) you fail to make two consecutive payments when due; (b) you are declared insolvent or you file bankruptcy; c) you violate any term of this Agreement; or (d) 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, Missouri, Nebraska, New York, Pennsylvania, South Carolina, West Virginia and Wisconsin. If you do not cure the default 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.

18. **LATE FEE:** If your payment is more than 10 days late (15 days in Maine, Massachusetts or South Dakota; 21 days in Texas), you may be charged a late fee which will be added to your account balance. The chart below shows the applicable fee for your state of residence. The late fee will never be greater than the minimum payment due.

MI, PA	5% of payment due, maximum \$5
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19. **DISHONORED PAYMENT / NSF FEE:** In the event any payments are returned to the holder of this Agreement not paid by a bank, you will be charged an NSF fee. The chart below shows the fee applicable in your state. 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. This fee will never be greater than the minimum payment due immediately prior to the returned payment.

MI	\$25
PA	none

20. **CHANGE IN TERMS:** Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of this Agreement, including the interest rates, fees and charges. You will be notified of changes in accordance with applicable state and federal law. If your state does not specify a time period, we will notify you at least 45 days in advance of any changes.

21. **CLOSING YOUR ACCOUNT:** You may close your Account at any time by writing to us at P.O. Box 437, Schofield, WI 54476. We will close your Account after we get your request. Subject to the requirements and limitations of applicable law, we may close your account at any time and for any reason. If you or we close your account, you must stop using it. You will still have to pay us the full amount you owe on your Account. This Agreement controls your Account until you pay it in full.

22. **ASSIGNMENT:** We may sell, assign or transfer any or all of our rights or duties under this Agreement or your Account. This includes our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your Account.

23. **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.

24. **GOVERNING LAW:** The laws of the state of your residence and federal law shall apply in construing and interpreting the terms and provisions of this Agreement.

25. **NON-WAIVER:** We may decide to give up any of our rights under this Agreement. This includes our right to impose the full amount of any charge. If we do, we do not give up any of our other rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

26. **NON-AGENCY:** You understand that Dealer and FFC are independent entities and not employees or agents of one another.

27. **STATEMENT OF MAPR:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). Oral Disclosures: In order to hear important Military Lending Act disclosures and payment information provided in this Agreement, please call toll-free 1-855-241-0024.

**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. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 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.**

**Foundation Finance Company, P.O. Box 437, Schofield, WI 54476**

**Phone: 1-855-241-0024 Fax: 715-847-4437**

(Foundation Finance Company does business as Foundation First Funding in PA)

**Note to all Buyers: Finance Charges will be imposed 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.**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE DEALER 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.**