

# Carmel Financial Corporation, Inc.

## Credit Application

101 E. Carmel Drive Carmel, Indiana 46032

1-800-727-2987 or Fax 1-800-290-1086

Amount Requested \$ \_\_\_\_\_

### APPLICANT INFORMATION

Last Name	First Name	Initial	Social Security Number
_____	_____	_____	____-____-____

Present Home Address (including route, box, apt. #)	City	State	Zip
_____	_____	_____	____-____

How Long?	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other	Area Code/Phone No. ( )	Birthdate
Yr MOS			/ /

Previous Address (If less than 1 yr. at present)	City	State	Zip
_____	_____	_____	____-____

APPLICANT'S EMPLOYER (If military, show branch and pay grade)	City	State	Zip
_____	_____	_____	____-____

Area Code/Phone No. ( )	How Long? Yr. MOS	Occupation	Gross Earnings <input type="checkbox"/> Week <input type="checkbox"/> Month

Other Income (Income from alimony, child support, or maintenance payments need not be disclosed unless relied on as a basis for credit.)	Provide any other name in which credit can be verified.
_____	_____

Monthly Amount \$	How Long?	Source?
_____	_____	_____

### JOINT-APPLICANT INFORMATION

Last Name	First Name	Initial	Social Security Number
_____	_____	_____	____-____-____

Present Home Address (including route, box, apt. #)	City	State	Zip
_____	_____	_____	____-____

How Long?	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other	Area Code/Phone No.	Birthdate
Yr MOS			/ /

Previous Address (If less than 1 yr. at present)	City	State	Zip
_____	_____	_____	____-____

JOINT-APPLICANT'S EMPLOYER (If military, show branch and pay grade)	City	State	Zip
_____	_____	_____	____-____

Area Code/Phone No. ( )	How Long? Yr. MOS	Occupation	Gross Earnings <input type="checkbox"/> Week <input type="checkbox"/> Month

Other Income (Income from alimony, child support, or maintenance payments need not be disclosed unless relied on as a basis for credit.)	Provide any other name in which credit can be verified.
_____	_____

Monthly Amount \$	How Long?	Source?
_____	_____	_____

Applicant(s) ("you") request a revolving charge account. You give us permission to request information from you and to make whatever inquiries we consider necessary and appropriate (including requesting a consumer report from consumer reporting agencies) in considering your application and for the purpose of any updates, renewals, or extensions of credit or reviewing or collecting your account. You also agree that there is no agreement between you and us until we approve your Credit Application ("Application") and accept the attached Revolving Charge Agreement ("Agreement") at our offices in Indiana and that the Agreement has been deemed to have been made in Indiana. You agree that the attached Agreement provides for the compounding of finance charges. You (the undersigned) have read this Application and the accompanying Agreement, have received a copy of the Agreement, and agree to be bound by it if and when Carmel Financial Corporation approves the application for credit. You certify that the information provided in the Application is true, correct, and complete.

**NOTICE TO BUYER: (1) DO NOT SIGN THIS APPLICATION/AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETED COPY OF THE REVOLVING CHARGE AGREEMENT.**

APPLICANT'S SIGNATURE	DATE	JOINT-APPLICANT'S SIGNATURE	DATE
_____	_____	_____	_____

You hereby agree to accept and pay for the products and/or services as specified herein:

Tanning Bed Make: \_\_\_\_\_

Model: \_\_\_\_\_

Cash Price	\$ _____
Other _____	\$ _____
Sales Tax	\$ _____
Total Cash Price	\$ _____
Paid with order	\$ _____
Amount Financed	\$ _____
Monthly Minimum Payment	\$ _____
First Payment Due On	_____ 5,15 _____
	month year

**CARMEL FINANCIAL CORPORATION, INC. REVOLVING CHARGE AGREEMENT: ADDITIONAL TERMS AND DISCLOSURES**

- 1. **DEFINITION OF PARTIES:** In this agreement the words "you", "your", and "yours" mean the Applicant or Buyer and the words "we", "our", and "us" mean Carmel Financial Corporation Inc., PO Box 1127, Carmel, Indiana 46082, the creditor on your account. "Seller" is an independent marketing company.
- 2. **CREDIT LIMIT:** We will establish a credit limit for you which we have the right to raise or lower. You may not charge purchases to your account if it will cause you to exceed your credit limit, or if your account is in default.
- 3. **PURCHASES:** We will periodically notify you of merchandise which you may purchase and charge to your account if you have available credit. You also authorize us to purchase any sales slips or other similar documents showing present or later purchases to be added to your account and to charge your account the amount financed related to these purchases. If additional purchases are made, the minimum monthly payment may be adjusted.
- 4. **PAYMENT TERMS:** You can repay any or all of your account balance at any time without penalty. When you do not pay your entire balance in full, you must make a minimum payment each month. The amount of the minimum payment is shown on the credit application and below. Payments will be applied first to any unpaid **FINANCE CHARGES**, 2nd to late charges, 3rd to the principal balance, and last to any new purchases.
- 5. **MONTHLY STATEMENT:** We will mail you a statement each month at the address we have for you in our records. This statement will show any purchases you make, late charges, insufficient check charges, the beginning and ending balances in your account, payments received, the amount of any **FINANCE CHARGES**, and the minimum payment that you owe.
- 6. **FIXED RATE.** The Monthly Periodic Rate of **Finance Charge is 1.6583%** (corresponding **APR of 19.9%**). Upon any event of delinquency, the **FINANCE CHARGE** will increase to 1.75% per month (Annual Percentage Rate 21%) and remain there until the account is closed. For the purpose of **FINANCE CHARGE** increases, delinquency is defined as any payment being made 58 or more days past due.
- 7. **CALCULATION OF FINANCE CHARGE: FINANCE CHARGES** will be incurred beginning on the date of acceptance of the Agreement by us. You may avoid paying a **FINANCE CHARGE** on all purchases shown on your billing statement if you pay the entire balance owing for the new purchase by the date shown on the billing statement. When a **FINANCE CHARGE** is imposed, it is calculated by applying the monthly periodic rate to the balance in your account at the beginning of the billing cycle less all payments received and credits during the billing cycle. Current month purchases will be added to your account balance after the computation of the **FINANCE CHARGE**.

You hereby agree to accept and pay for the original purchase of the products and/or services as specified herein:

Tanning Bed Make: \_\_\_\_\_ Model: \_\_\_\_\_

Cash Price \$ \_\_\_\_\_

Other \_\_\_\_\_ Monthly Minimum Payment \$ \_\_\_\_\_

Sales Tax \$ \_\_\_\_\_ First Payment Due On \_\_\_\_\_ 5, 15 \_\_\_\_\_  
month year

Total Cash Price \$ \_\_\_\_\_

Paid With Order \$ \_\_\_\_\_

Amount Financed \$ \_\_\_\_\_

- 8. **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 Payment: Your first payment is deferred for a specific time period, however, finance charges will be assessed for the deferred period; (b) Same As Cash: If during a specified time period you pay in full the amount of your purchases made under this special credit plan, no finance charges will be assessed on those purchases. However, the minimum monthly payment must still be made during the Same As Cash time period.
- 9. **ANNUAL CHARGE.** An annual revolving fee of \$20.00 shall be assessed beginning on the date of acceptance of this Agreement and each anniversary date thereafter.
- 10. **DEFAULT:** You will be in default if: (a) you fail to make a required payment when due on two occasions within any 12 month period; (b) you are declared insolvent or you file bankruptcy; or (c) you violate any term of this Agreement. If you are in default we will send you a notice of the default, and give you 15 days to cure the default. If the default is not cured in that time, we then have the right to demand the entire amount owed on your account and be paid immediately. If we begin collection proceedings, you agree to pay all collection costs, court fees and attorney's fees in an amount permitted by law.
- 11. **LATE FEE:** Any payment delinquent ten (10) days or more is assessed a ten dollar and no cents (\$10.00) late charge which will be added to your account.
- 12. **CREDIT INFORMATION:** You agree to authorize us to obtain a credit report and any other information about your creditworthiness.
- 13. **ACCOUNT INFORMATION:** You authorize us to furnish information about the account to credit reporting agencies and anyone else who may lawfully receive such information.
- 14. **CHANGE IN TERMS:** We may make changes in the rates and other terms of this Agreement, as permitted by law, upon prior notice of these changes. Any changes in the rates and other terms may apply both to new purchases and to the outstanding balance on your account. You will be notified at least fifteen (15) days in advance of any such changes, and such notice will be sent to your current address as shown on the records of the account.
- 15. **SECURITY AGREEMENT:** This contract is a Security Agreement covering the purchased products and/or services and title thereto shall not pass to you until all payments hereunder, including collection charges, and attorney's fees, if any, are fully paid. You will pay as agreed herein at our office or our assignee's office, all sums to draw interest after maturity at the highest lawful rate. You further agree that said chattels shall be kept and/or installed on or in the premises described herein and shall not be removed therefrom without our written consent or our assignee's written consent and that you shall not make any material change therein without our consent.
- 16. **RETURNED PAYMENT:** In the event any payments are returned to the holder of this contract not paid by a bank, your principal balance will be charged a service fee at the prevailing rate, currently \$20.00. This amount can change from time to time upon prior notice.
- 17. **PRIVACY ACT PROVISION:** I hereby authorize the Department of Defense and its various departments and commands to verify my social security number or other identifier and disclose my home address to the authorized holder of this contract so that the holder of this contract may contact me in connection with my financial business. All information furnished will be used solely in connection with my financial business relationship with the holder of this contract. I hereby authorize communication with any past or present employer regarding my indebtedness with the holder of this contract should I fail to meet the terms and conditions of any loan or charge agreement executed by me.
- 18. **MISCELLANEOUS:** This Agreement is not effective until your application has been accepted by us. We have the right to assign this contract to any assignee of our choosing. If we accept late or partial payments or delay enforcing any of our rights under this Agreement, we will not lose those rights. You may not assign this Agreement or any rights under this Agreement, and any attempt to assign will be null and void. If more than one person signs this Agreement, each signer will be jointly and severally liable to us for any indebtedness incurred under this Agreement. You acknowledge that the Seller is not our employee or Agent but is an independent company. This Agreement constitutes the entire Agreement between the parties and shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, executors, administrators, successors and assigns. Any provision of this Agreement which is prohibited by law shall be automatically reformed to be in compliance therewith and shall be ineffective to the extent so prohibited without invalidating the remaining provisions of this Agreement.

**NOTICE TO NORTH DAKOTA RESIDENTS:** This instrument is based upon a personal solicitation sale, which is subject to the provisions of the North Dakota Century Code. This instrument is not negotiable. **NOTICE TO TEXAS RESIDENTS:** To contact Carmel Financial Corporation, Inc. about this account call 317-844-7951. 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 78705-4207. Phone 512-936-7600. Contact the commissioner relative to any inquiries or complaints.

**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.**

**CUSTOMER SERVICE**— Kindly direct all inquiries concerning your account to Carmel Financial Corporation, Inc., P.O. Box 1127, Carmel, Indiana 46082 or call our Customer Service telephone number (800) 727-2987.

# YOUR BILLING RIGHTS AND ADDITIONAL CREDIT AGREEMENT INFORMATION

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) at Carmel Financial Corporation, Inc., Customer Service, P.O. Box 1127, Carmel, IN 46082. Write to us as soon as possible. We must hear from you no later than 60 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:

- Your name and account number.
- The dollar amount of the suspected error.
- 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. If you have authorized us to pay your account automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

## **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 any 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 ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Applicant(s) understand that they can seek financing anywhere, and they elect to apply to Carmel Financial Corp.. If the entire balance is paid within 30 days of each credit extension there will be no FINANCE CHARGE, but if the Applicant(s) elect to pay less than the entire balance, then they agree to pay a FINANCE CHARGE for all credit extended computed on the balance stated on each monthly statement of the account at the rate of 1.6583% per month (19.9% APR) on the unpaid balance, and that such FINANCE CHARGE will only apply to charges that Applicant(s) have authorized, and that the rules for billing disputes printed above are fully applicable to all account activity. Upon any event of delinquency, the FINANCE CHARGE will increase to 1.75% per month (Annual Percentage Rate 21%) and remain there until the account is closed. For the purpose of FINANCE CHARGE increases, delinquency is defined as any payment being made 58 or more days past due. The term FINANCE CHARGE is defined by Title 12, Code of Federal Regulations, Section 226.4(a) but does not include late charges of \$10.00 that Applicant(s) agree to pay if payment is not received within ten (10) days of due date or insufficient check charges. An annual revolving fee of \$20.00 shall be assessed beginning on the date of the acceptance of this Agreement and each anniversary date thereafter. Applicant(s) agree that all payments shall be applied first to any unpaid FINANCE CHARGES, 2nd to late charges, 3rd to the principal balance, and last to any new purchases.**

Applicant(s) hereby grant Carmel Financial Corp. a security interest in all goods and/or services transferred by the Purchase Agreement, and agree to be bound by all the provisions thereof as well as the provisions of the applications and disclosures. In the event of a dispute with any manufacturer, vendor, party to the attached agreement or supplier of services thereunder, Applicant(s) agree that they will resolve such disputes with them, under warranty, through their customer service facilities, in writing or otherwise, and that Carmel Financial Corp. is responsible only for matters required by the Truth in Lending Act, implementing Regulations, and applicable State or Federal Law concerning billing rights summarized above.

Waiver, condonation or compromise of any breach or default shall not affect Carmel Financial Corp.'s remedies or rights upon subsequent default, and Applicant(s) accept responsibility for all taxable and non-taxable costs and Attorney fees incurred by Carmel Financial Corp. for collection, repossession or suit, and agree that this provision shall be binding on any receiver, court of dissolution or Trustee under 11 U.S.C., and that unless Carmel Financial Corp. is notified by Certified Mail, all notices shall be deemed properly given if deposited, post-paid to the addresses herein, and this Agreement is severable, and if any part or provision is judicially severed the remainder shall not be affected thereby.

For the initial credit for the Purchase Agreement, Carmel Financial Corp. will satisfy Applicant(s) obligation thereunder and authorize shipment of all products and/or services described in the Purchase Agreement. The parties hereto agree that the place of performance, extension of credit, adjustments, revolving credit, and principal place of business for Carmel Financial is in Hamilton County, Indiana. Applicant(s) agree to pay all costs of collections, repossession, suit, attorney fees for enforcement, intervention, removal of stay, and that the same may be added to Applicant(s) open-end account as incurred.