

COMPANY NAME
INSTALLMENT SALES AGREEMENT

Company Name
Address
City State Zip
Phone Number

Annual Percentage Rate (the cost of your credit as a yearly rate): 18.676%
Finance Charge (the dollar amount the credit will cost you) \$_____

Amount Financed (the amount of credit provided to you or on your behalf) \$_____

Total of Payments (amount you will have paid after you have made all payments as scheduled) \$_____

Total Sale Price \$_____
(the total cost of your purchase on credit, including your down payment of \$_____)

Number of Payments: 24
Amount of Payments: \$10.00

When Payments Are Due: Monthly beginning 1 month after later of date of contract or date of delivery or installation.

INSTALLMENT CONTRACT

This is a contract between you (the "Customer") and COMPANY NAME a Michigan limited liability company ("COMPANY NAME"), for the purchase of

1. Purchase Price. Customer agrees to pay a purchase price of \$_____ for (description of item(s) purchase)

2. Payment Terms. COMPANY NAME will charge and Customer will pay interest at the rate of 18.676% per annum on the unpaid balance of the purchase price commencing on the later of the date of this Contract or the date on which the CPE is delivered or installed (the "Start Date"). Customer shall pay the purchase price in twenty-four (24) monthly installments of Ten Dollars (\$10.00), commencing one month from the Start Date. If Customer authorizes COMPANY NAME to charge monthly installments to a credit card, no additional notice or consent will be required for billings to the credit card.

3. Late and NSF Fees. In the event that any monthly installment is not received within ten (10) days of its due date, COMPANY NAME will charge and Customer will pay a delinquency and collection charge of Ten Dollars (\$10.00). In the event that any check tendered by Customer is returned for insufficient funds or any credit card transaction is declined, COMPANY NAME may assess a fee of Twenty-Five Dollars (\$25.00) to Customer.

4. Contract Independent from Service Agreement. Although Customer and COMPANY NAME may enter into a separate service agreement for _____, Customer's obligations under this Contract are absolute and not contingent upon any aspect of the service agreement. Customer's obligations under this Contract shall not be affected in the event that the service agreement expires or is terminate by either party for any reason whatsoever.

5. Purchase Money Security Interest. COMPANY NAME hereby reserves and Customer hereby grants to COMPANY NAME a purchase money security interest in the _____, together with all additions, parts, replacements, attachments, accessions, and accessories thereto and all proceeds thereof, to secure payment of the purchase price.

6. Events of Default. Customer shall be in default under this Contract in the event that Customer: 1) fails to make any installment payment when due; 2) sells or otherwise transfers ownership of the CPE to a third party; or 3) les a petition for bankruptcy or is adjudicated bankrupt.

7. Remedies. In the event of a default by Customer, COMPANY NAME may declare all of the payments required to be made by Customer under this Contract immediately due and payable and shall have all of the rights and remedies of a secured creditor under Revised Article 9 of the Uniform Commercial Code, MCL § 440.9101, in addition to any other rights or remedies provided by law or by this Contract. Such rights of COMPANY NAME shall include, but not be limited to, the right to take possession of the _____ and the right to dispose of the _____ at public or private sale and distribute the sale proceeds according to applicable law. COMPANY NAME shall further be entitled to recover any expenses of collection, including without limitation attorney fees and costs of repossessing and selling the _____.

8. DISCLAIMER OF WARRANTIES. SPEEDNET IS NOT THE MANUFACTURER OF THE CPE. SPEEDNET MAKES NO EXPRESS OR IMPLIED WARRANTIES AND HEREBY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CPE MAY BE COVERED BY A MANUFACTURER'S WARRANTY, AND/OR ADDITIONAL WARRANTIES MAY BE AVAILABLE FOR PURCHASE FROM THE MANUFACTURER. ALTHOUGH SPEEDNET MAY PROVIDE WARRANTY INFORMATION IN CONNECTION WITH THE DELIVERY OR INSTALLATION OF THE CPE, SPEEDNET IS NOT A PARTY TO ANY MANUFACTURER'S WARRANTY AND DOES NOT ASSUME ANY LIABILITY THEREUNDER.

9. Notice to Customer. Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign.

10. **Complete Understanding.** The parties hereto acknowledge that this Contract constitutes their entire agreement as to the subject matter hereof and that there are no understandings, agreements, representations or warranties not specified herein.

11. **Modifications.** No purported modifications hereof shall be effective unless made in writing and signed by Customer and COMPANY NAME.

12. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of _____.

13. **Parties Bound.** This Contract shall bind and run to the benefit of the parties' respective successors and assigns.

14. **Non-Waiver.** COMPANY NAME's delay in exercising or its failure to exercise any right hereunder shall not constitute a waiver of the right to exercise the same or any other right at any time thereafter.

15. **Severability.** If any provision hereof shall be adjudicated to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. Such invalid or unenforceable provision shall be severed from this Contract. Itemization of Amount Financed: Amount Financed = \$_____.

Purchase Price Security: You are giving a security interest in the goods or property being purchased. Late Charge: If a payment is late, you will be charged \$10.00.

Prepayment. If you pay off early, you will not have to pay a penalty. If you pay off early, you will not be entitled to a refund of part of the finance charge.

See your contract documents for additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (the date you sign this Contract). See the attached notice of cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel this transaction. By signing below, Customer agrees to all of the terms and provisions set forth above and acknowledges receipt of two (2) copies of the attached notice of cancellation form.

Date: _____

(Customer Signature)

(Print Name)

Serial #: _____

(Address)