



RETAIL CREDIT APPLICATION

LES SCHWAB TIRE CENTERS AND AFFILIATED DEALERS

Doing the right thing matters.®

Account#	Salesman	Price\$	Down Payment\$	Account Type	Approved
Les Schwab Tire Centers/Affiliated Dealers Application for Retail Credit					Email Address (required):
1. Applicant					<input type="checkbox"/> Check Picture ID
<i>(Personal, Family Household)</i>					

Last Name	First Name	Initial	Home Phone ()	Cell Phone ()
Street Address	City	State	Zip	Years
Mailing Address	City	State	Zip	Years
Social Security Number	Birthdate / /	Driver's License #	Auto License #	Communication Preference? <input type="checkbox"/> Email <input type="checkbox"/> Text <input type="checkbox"/> Phone <input type="checkbox"/> Mail

2. Income/Employment			Previous Les Schwab Accounts? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Employer	Years	Phone ()	Gross Income	
Landlord/Mortgage Holder	Own <input type="checkbox"/>	Buy <input type="checkbox"/>	Rent <input type="checkbox"/>	Monthly Payment
Personal Reference #1	Phone ()	Personal Reference #2	Phone ()	
Any Collections/Judgements? <input type="checkbox"/> Yes <input type="checkbox"/> No	Declared Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Checking Account #	Bank	Total Monthly Payments

3. Co-Applicant/Cosigner				
<input type="checkbox"/> Co-applicant <i>Complete Sections 3 and 4</i>	CO-APPLICANT: IF THIS IS TO BE A JOINT ACCOUNT, COMPLETE SECTION 3 & 4. ALL AUTHORIZED PURCHASERS MUST AGREE TO THE TERMS OF AND SIGN THE AGREEMENT. DO NOT COMPLETE SECTION 3 & 4 IF THIS IS AN APPLICATION FOR AN INDIVIDUAL ACCOUNT. AFTER CREDIT APPROVAL, EACH APPLICANT SHALL HAVE THE RIGHT TO USE THIS ACCOUNT TO THE EXTENT OF ANY LIMIT SET BY LES SCHWAB TIRE CENTERS/AFFILIATED DEALERS AND MAY BE LIABLE FOR ALL AMOUNTS EXTENDED UNDER THE ACCOUNT TO ANY JOINT APPLICANT.			
<input type="checkbox"/> Cosigners <i>Complete Sections 3 and 4 See Separate "Notice to Cosigner"</i>				
Last Name	First Name	Initial	Home Phone ()	Cell Phone ()
Street Address	City	State	Zip	Years
Mailing Address	City	State	Zip	Years
Social Security Number	Birthdate / /	Driver's License #	Auto License #	

4. Income/Employment				
Employer	Years	Phone ()	Checking Account #	Bank

Les Schwab Tire Centers/Affiliated Dealers Retail Credit Plan And Security Agreement

- I. From time to time I/We, the undersigned (collectively "Applicant"), intend to purchase goods and services from Les Schwab Tire Centers/Affiliated Dealers ("Seller"). Upon prior approval by Seller, all such purchases will be governed by this Retail Credit Plan and Security Agreement ("Agreement"). The term "Seller" in this Agreement includes Seller and all affiliates of Seller. The words I, me and my, mean each and all of those who sign and/or enter this Agreement or otherwise agree to be bound by the terms of this Agreement. If more than one person signs this Agreement, and/or otherwise agrees to be bound by the terms of this Agreement, all obligations will be joint and several.
- II. Applicant hereby grants Seller a purchase money security interest in all goods purchased from Seller under this Agreement to secure my performance of this Agreement. The purchase money security interest will continue in the specific goods purchased only until such time as the agreed purchase price has been paid. These security interests include security interests in all accessions, parts and additons to these goods and all proceeds, including insurance proceeds. Applicant agrees to execute any document(s) necessary to perfect the security interests and consents to and authorizes Seller to file any financing statements or other instruments that Seller deems appropriate and reasonably necessary to perfect the security interests provided hereby.
- III. NOTICE TO APPLICANT
 - A. Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.
 - B. You are entitled to a copy of this contract at the time you sign it.
 - C. You may at any time pay off the full unpaid balance due under this contract and in doing so you may receive partial rebate of the **FINANCE CHARGE** set forth herein.
 - D. The **FINANCE CHARGE** set forth herein does not exceed **18% PER ANNUM** computed daily.
 - E. You may cancel any purchases made under this Agreement if the Seller or his representative solicited in person such purchase, and you sign an agreement for such purchase, at a place other than the Seller's business address shown on the Agreement, by sending notice of such cancellation by certified mail return receipt requested to the Seller at his address shown on the Agreement, which notice shall be posted no later than midnight of the third day (excluding Sundays and holidays) following your signing of the purchase agreement. If you choose to cancel this purchase, you must return or make available to Seller any merchandise, in its original condition, received by you under this purchase agreement.
- IV. EVERYTHING STATED IN THIS APPLICATION/AGREEMENT IS TRUE, CORRECT, AND COMPLETE. I HEREBY AUTHORIZE SELLER TO OBTAIN INFORMATION ABOUT ME FROM SELLER'S AFFILIATES, MEMBER DEALERS, CREDIT REPORTING COMPANIES OR OTHERS WHO HAVE PRIOR CREDIT EXPERIENCE OR INFORMATION ABOUT ME SUCH AS EMPLOYMENT VERIFICATION, PUBLIC RECORDS, INCLUDING BUT NOT LIMITED TO MOTOR VEHICLE RECORDS. I ACKNOWLEDGE I HAVE READ AND RECEIVED A COMPLETED TRUE COPY OF THIS AGREEMENT BEFORE SIGNING BELOW. I AGREE TO ALL TERMS AND CONDITIONS CONTAINED ON BOTH SIDES OF THIS APPLICATION/AGREEMENT.

I have received a copy of the Notice to Cosigners and have read and agreed to its terms.

Applicant's Signature	Date	Co-Applicant's Signature	Date	Cosigner's Signature	Date
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V. I agree to pay Seller for all purchases made by me and by others I have allowed to make purchases under this Agreement. When I have a balance due Seller, Seller will bill me after the 25th of each month for all previous unpaid purchases. The monthly statement will set forth my total unpaid balance and my minimum monthly payment if applicable. Before the 15th day (20th day after statement closing in California) of each month following purchases, I agree to pay Seller either the total unpaid balance or the applicable specified minimum monthly payment as follows:

(A) ■	IF ENDING BALANCE IS:	MINIMUM MONTHLY PAYMENT IS:
	\$ 0.01 - 10.00	Balance
	\$ 10.01 - 50.00	\$ 10.00
	\$ 50.01 - 100.00	\$ 15.00
	\$ 100.01 - 250.00	\$ 25.00
	\$ 250.01 - 500.00	\$ 50.00
	\$ 500.01 - 1,500.00	\$ 75.00
	\$ 1,500.01 - 2,500.00	\$ 150.00
	OVER \$2,500.00	1/3 Balance

(B) ■	MINIMUM MONTHLY PAYMENT IS:
	5% of the original purchase price or 5% the highest monthly statement balance, whichever is greater (or as otherwise agreed); plus monthly FINANCE CHARGE on the outstanding purchase price on a revolving basis.

(C) ■
If I pay for purchases within 90 days of the purchase date, FINANCE CHARGES added to the unpaid balance will be reversed. If I do not pay for the purchases within 90 days of the date of purchase, Seller will add a FINANCE CHARGE to my account beginning as of the billing date shown on the monthly statement for the month in which Buyer made the oldest purchase and the account shall revert to Option V. (A) herein.

(D)
If no box is checked, I will pay under the provision of Section V. Option (A) herein.

- VI. Les Schwab Tire Centers/Affiliated Dealers is committed to protecting your financial privacy. For information regarding Les Schwab's Privacy Policy, please contact Les Schwab Tire Centers Credit Department at P.O. Box 5350, Bend, Oregon 97708, (541) 416-5140, or visit any Les Schwab Tire Center/Affiliated Dealer.
- VII. My payments will be applied as follows:
 - A. First, to unpaid late payment fees.
 - B. Then, to any applicable **FINANCE CHARGE**.
 - C. Then, to items first purchased.
 - D. If I buy more than one item at the same time, the lowest priced item will be paid first.
 - E. All down payments will be applied to services rendered and then to items purchased simultaneously with the down payment.
- VIII. I agree all items purchased under this Agreement are for personal, family, household use.
- IX. If I fail to perform as agreed, if Seller reasonably deems itself unsecured, or if I am otherwise in default, Seller may take any action allowed under applicable law including without limitation:
 - A. Seller may declare everything I owe immediately due and payable without further notice.
 - B. I agree to immediately assemble and make available to Seller, and Seller may take back any goods under this Agreement. Seller may enter my driveway, garage or similar property without further permission from me.
 - C. I agree to pay all fees, costs, and expenses of collections, and/or fees, costs and expenses of restocking, special order, repossessing the goods, selling them, and all fees, costs and expenses of any other efforts to collect what I owe to the fullest extent allowed under applicable law.
 - D. I agree to pay Seller's attorney fees, costs and expenses, whether or not there is a lawsuit, and I agree to pay Seller's attorney fees, court costs and expenses, both at trial and on appeal to the fullest extent allowed under applicable law. Additionally, I understand the post judgment **FINANCE CHARGE IS 18% PER ANNUM**.
 - E. I agree that my bank account may be debited electronically for the face amount of a returned check and for the returned check fee if any payment tendered by Buyer is returned to Seller unpaid. The return check fee will appear as a charge on the monthly statement in the month the check is returned to Seller.
- X. If incurred, I agree to pay Seller's extraordinary administrative costs (postage and handling fees, telephone expense, correspondence fees, photocopy expense or other costs) associated with my account.
- XI. All remedies shall be cumulative. Failure of Seller to exercise a remedy shall not waive that remedy.
- XII. Seller may change the terms of this Agreement including, but not limited to, the **FINANCE CHARGE**, and the applicable **ANNUAL PERCENTAGE RATE** or **RATES**, the method of figuring the balance on which the **FINANCE CHARGE** is applied, the minimum monthly payment required, and/or the closing date and length of the monthly billing cycle, by mailing a notice of the change(s) to me as required by applicable law.
- XIII. If you are a Les Schwab employee purchasing under the Les Schwab Retail Credit Plan, the following applies: **All Unpaid Balances Are Due And Payable Upon Termination Of Employment**. I understand and agree that if my employment with Les Schwab terminates, for any reason, any unpaid balance on this Retail Credit Plan will become immediately due and payable, even if such a balance would not otherwise be due. I also agree that Les Schwab, as my employer, may deduct from my final paycheck or other compensation that is already due and owing at the time of the termination of my employment, the entire unpaid balance of my account.
- XIV. **EXCEPT AS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY SELLER, SELLER PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR MERCHANTABILITY, FOR ANY GOODS OR SERVICES AND THE EXPRESS WARRANTIES PROVIDED SHALL BE IN LIEU OF ANY OTHER SUCH WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN THE EVENT OF DEFAULT, ALL PROVISIONS OF SELLER'S WARRANTIES BECOME NULL AND VOID. IF ANY PROVISION IS FOUND UNENFORCEABLE THE REMAINDER OF THE AGREEMENT SHALL REMAIN ENFORCEABLE.**

See customer copy attached hereto for important information regarding your right to dispute billing errors.

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.

Important Disclosures

Annual Percentage Rate (APR)

A fixed rate of **18% (eighteen percent)** per annum
(**0.04931%** daily periodic rate)

Membership Fees

(annual, periodic, maintenance and/or transaction)
None

Minimum Finance Charge

\$ 0.50 or **18.0% APR** whichever is greater on average daily balance over \$10.00

Return Check Fee

20.00 or maximum allowed by applicable state law, whichever is greater

Grace Period

If Buyer pays the total new balance on Seller's monthly statement before Seller's next statement closing date, no **FINANCE CHARGE** will be added to the new balance

Late Payment Fee

Up to \$15.00 for Oregon, Washington, Colorado, Nevada, Alaska, Utah and Idaho residents, or up to \$10.00 for California and Montana residents if payment is not made within 10 days (15 days in Idaho) of the date due

Finance Charge Computation

Daily Balance (including new purchases)*

Over Credit Limit Fee

None

*Seller will compute the **MONTHLY FINANCE CHARGE** as follows: Each day in the billing cycle Seller will take the beginning balance of my account including any remaining balance from unpaid invoices, add any new purchases or charges, and subtract any payment(s) or credit(s). This gives the "Daily Balance." To compute the periodic **FINANCE CHARGE** Seller will multiply the Daily Balance by a daily periodic rate of **0.04931 percent** (the "**DAILY FINANCE CHARGE**"). Seller will each day add the **DAILY FINANCE CHARGE** to my balance. This will be the beginning balance for the next day. My monthly **FINANCE CHARGE** will be the sum of the **DAILY FINANCE CHARGES** that accrue during the billing cycle.

Les Schwab Tire Centers/Affiliated Dealers Retail Credit Plan and Security Agreement

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 - E. You may cancel any purchases made under this Agreement if the Seller or his representative solicited in person such purchase, and you sign an agreement for such purchase, at a place other than the Seller's business address shown on the Agreement, by sending notice of such cancellation by certified mail return receipt requested to the Seller at his address shown on the Agreement, which notice shall be posted no later than midnight of the third day (excluding Sundays and holidays) following your signing of the purchase agreement. If you choose to cancel this purchase, you must return or make available to Seller any merchandise, in its original condition, received by you under this purchase agreement.
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- VIII. I agree all items purchased under this Agreement are for personal, family, household use.
- IX. If I fail to perform as agreed, if Seller reasonably deems itself unsecured, or if I am otherwise in default, Seller may take any action allowed under applicable law including without limitation:
 - A. Seller may declare everything I owe immediately due and payable without further notice.
 - B. I agree to immediately assemble and make available to Seller, and Seller may take back any goods under this Agreement. Seller may enter my driveway, garage or similar property without further permission from me.
 - C. I agree to pay all fees, costs, and expenses of collections, and/or fees, costs and expenses of restocking, special order, repossessing the goods, selling them, and all fees, costs and expenses of any other efforts to collect what I owe to the fullest extent allowed under applicable law.
 - D. I agree to pay Seller's attorney fees, costs and expenses, whether or not there is a lawsuit, and I agree to pay Seller's attorney fees, court costs and expenses, both at trial and on appeal to the fullest extent allowed under applicable law. Additionally, I understand the post judgment **FINANCE CHARGE IS 18% PER ANNUM**.
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- XIV. **EXCEPT AS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY SELLER, SELLER PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR MERCHANTABILITY, FOR ANY GOODS OR SERVICES AND THE EXPRESS WARRANTIES PROVIDED SHALL BE IN LIEU OF ANY OTHER SUCH WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN THE EVENT OF DEFAULT, ALL PROVISIONS OF SELLER'S WARRANTIES BECOME NULL AND VOID. IF ANY PROVISION IS FOUND UNENFORCEABLE THE REMAINDER OF THE AGREEMENT SHALL REMAIN ENFORCEABLE.**

See customer copy attached hereto for important information regarding your right to dispute billing errors.

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.

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

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
Your Rights and Our Responsibilities After We Receive Your Written Notice:**

If you think your bill is wrong, paid in full, or if you need more information about a transaction on your bill, write to us as soon as possible. We must hear from you no later than sixty (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. Send your notice of error or inquiry to:

Les Schwab Tire Center Credit Department
P.O. Box 5350
Bend, OR 97708
Phone: (541) 416-5140

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 bill 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 (3) business days before the automatic payment is scheduled to occur.

We will acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we will either correct the error or explain why the bill was correct.

After we receive your letter, we will not try to collect any amount you question, or report you as delinquent. We will continue to bill you for the amount you question, including finance charges, and we will 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 finance charges related to the error. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payment on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount 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 (10) days telling us that you still refuse to pay, we will tell anyone we report you to that you have a question about your bill. And, we will tell you the name of anyone we reported you to. We will tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases:

If you have a problem with the quality of property or services you purchased with a credit card and you have tried in good faith to correct the problem with us, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- a. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and,
- b. The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operated the merchant, or if we mailed you the advertisement for the property or services.

Since Les Schwab Tire Centers/Affiliated Dealers own their billed accounts, these limitations may not apply.

You are hereby notified that 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.

Important Disclosures

Annual Percentage Rate (APR)

A fixed rate of **18% (eighteen percent)** per annum
(**0.04931%** daily periodic rate)

Minimum Finance Charge

\$ 0.50 or **18.0% APR** whichever is greater on average daily balance over \$10.00

Grace Period

If Buyer pays the total new balance on Seller's monthly statement before Seller's next statement closing date, no **FINANCE CHARGE** will be added to the new balance

Finance Charge Computation

Daily Balance (including new purchases)*

Membership Fees

(annual, periodic, maintenance and/or transaction)
None

Return Check Fee

20.00 or maximum allowed by applicable state law, whichever is greater

Late Payment Fee

Up to \$15.00 for Oregon, Washington, Colorado, Nevada, Alaska, Utah and Idaho residents, or up to \$10.00 for California and Montana residents if payment is not made within 10 days (15 days in Idaho) of the date due

Over Credit Limit Fee

None

*Seller will compute the **MONTHLY FINANCE CHARGE** as follows: Each day in the billing cycle Seller will take the beginning balance of my account including any remaining balance from unpaid invoices, add any new purchases or charges, and subtract any payment(s) or credit(s). This gives the "Daily Balance." To compute the periodic **FINANCE CHARGE** Seller will multiply the Daily Balance by a daily periodic rate of **0.04931 percent** (the "**DAILY FINANCE CHARGE**"). Seller will each day add the **DAILY FINANCE CHARGE** to my balance. This will be the beginning balance for the next day. My monthly **FINANCE CHARGE** will be the sum of the **DAILY FINANCE CHARGES** that accrue during the billing cycle.