

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE.

RETAIL INSTALLMENT CONTRACT

TUITION PAYMENT PLAN

BUYER'S NAME AND ADDRESS		SELLER'S NAME AND ADDRESS	
Name:	Sample Buyers	Name:	Sample University
Address:	99999 North Shore Drive, #21 Reston, VA 20190	Address:	Office of the Bursar, 260 Day Hall, Ithaca, NY 14853-2801
Phone:	703-111-2222	Phone:	703-333-4444
STUDENT'S NAME: Wendy Buyers			

Definitions: In this Retail Installment Contract ("Contract") the words "I," "me," "my," and "mine" mean the Buyer who signs this Contract. "You," "your," and "yours" mean the Seller listed above and any subsequent holder of this Contract, as well as their affiliates and agents. "Student" means the student identified above.

In exchange for the purchase of education-related services provided by you to student, I have elected to pay to you the Tuition Amount, or the remaining portion of the Tuition Amount, in installments as shown below in accordance with this Contract. I understand that no finance charges are being assessed on the amounts I owe, but that I may incur late charges and certain other fees as described in this Contract.

I promise to pay the total Tuition Payment Plan amount of \$12,000.00 as follows:
 Amount I have paid at or before the time I sign this Contract: \$2,000.00
 Amount to be paid in installments as set forth below (Amount Financed): \$10,000.00

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all scheduled payments.
0%	\$0	\$10,000.00	\$10,000.00

Payment Schedule:		
Number of Payments	Amount of Payments	When Payments are Due
1	\$1,000.00	February 1, 2010
1	\$1,000.00	March 1, 2010
1	\$1,000.00	April 1, 2010
1	\$1,000.00	May 1, 2010
1	\$1,000.00	June 1, 2010
1	\$1,000.00	July 1, 2010
1	\$1,000.00	August 1, 2010
1	\$1,000.00	September 1, 2010
1	\$1,000.00	October 1, 2010
1	\$1,000.00	November 1, 2010

Late Charge: If a payment is 10 or more days late, you will be charged 5% of the unpaid payment amount up to a maximum amount of \$30.

Prepayment: If you pay off early, you will not have to pay a penalty.

See the contract provisions below for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayments.

ITEMIZATION OF AMOUNT FINANCED: Amounts credited to your Tuition Payment Plan: \$10,000.00

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MY ADDITIONAL PROMISES

1. **Late Charges:** If a payment is 10 or more days late, you will be charged 5% of the unpaid payment amount up to a maximum amount of \$30.
2. **Payment Return Fee:** If I make a payment and that payment is returned or refused by my bank for any reason, I agree to pay a charge of up to \$50.00 for each payment so returned, to the extent permitted by law.
3. **Right to Prepay:** I have the right to prepay all or any part of my obligation under this Contract at any time without penalty.
4. **Default:** If I fail to pay any installment under this Contract when due, then subject to applicable law and after you provide to me any notice that may be required by law, you may declare the entire unpaid balance and all other fees due under this Contract to be immediately due and payable. Additionally, if I fail to pay any installment when due, I understand and acknowledge that you may stop providing any or all of the services that the Student is receiving under this Contract.
5. **Collection Costs:** Unless prohibited by applicable law, I agree to pay you all amounts, including reasonable attorneys' fees, and collection agency, court and other collection costs that you incur in enforcing the terms of this Contract (collectively, "Collection Costs"). The Collection Costs that I agree to pay also include fees and costs incurred in connection with any appellate or bankruptcy proceedings.
6. **Charges for Optional Services:** If I request and you agree to provide optional services to me in connection with this Contract, you may charge me, and I agree to pay, the fees for such services. The fee will be disclosed to me before I accept any such service. Optional services may include, but are not limited to: (1) allowing me to make an expedited payment on my account; and (2) sending documents to me by express delivery or facsimile transmission.
7. **Communicating With Me:** To the extent permitted by applicable law, and without limiting any other rights you may have, I expressly consent and authorize you to communicate with me in connection with this Contract using any phone number or email address that I have provided to you, or that I provide to you in the future. You may communicate with me using any current or future means of communication, including, but not limited to, automated telephone dialing equipment, artificial or pre-recorded voice messages, SMS text messages, email directed to me at a mobile telephone service, or email otherwise directed to me. I **AUTHORIZE THE USE OF SUCH MEANS OF COMMUNICATION EVEN IF I WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, OR EMAILS.**
8. I understand that the Seller is located in the State listed above and this Contract will be entered into in the same State. Consequently, the provisions of this Contract will be governed by federal law and the laws of that State to the extent not preempted, without regard to conflict of law rules.
9. **Transfer of Contract:** I agree that if you sell or transfer this Contract to another person, the new holder will have the same rights and benefits that you now have.
10. **Applicability of Provisions:** If any of the provisions contained in this Contract are in conflict with any applicable laws or statutes, the appropriate laws or statutes will apply. All other provisions of this Contract, however, will remain in effect.
11. I acknowledge that I have received a copy of this Contract.

Florida documentary stamp tax required by law in the amount of \$20.00 has been paid or will be paid directly to the Department of Revenue. Certificate of Registration #123456.

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.

Notice to buyer.

(1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.

(2) YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower (s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Sample Buyer

Buyer's Signature

Sample Buyer

Buyer's Name (Please Print)

January 12, 2010

Date

Sample University

Signature of Seller's Agent

Sample Agent

Agent's Name (Please Print)

January 12, 2010

Date