

University of Wisconsin-Whitewater
Installment Credit Agreement

✓ **Name:** _____ **ID Number:** _____
(Last Name) (First Name) (Middle Initial)

"I understand that all fees must be paid in full before any financial aid funds will be disbursed directly to me. I understand that failure to pay any installment completely and by the due date may result in my courses being cancelled without further advance notice."

This credit will continue on my account until revoked by the University.

In consideration of the extension of credit to me by the University of Wisconsin-Whitewater (herein called Whitewater), at Whitewater's option from time to time, for merchandise and/or services under this credit plan I agree:

1. **I promise to pay** the amount of all charges incurred and charged to my account for the term indicated on the first installment bill. A finance charge is calculated at the annual percentage rate of 15% (1.25% monthly periodic rate). My first installment billing statement will include the amounts due, for two installments plus finance charges.
2. **I also promise to pay** according to the following payment schedule:
 - a. A one time \$100.00 enrollment deposit charge for my Undergraduate career at UW-Whitewater. My enrollment deposit payment will be forfeited if I fail to comply with the following minimum installment-billing schedule.
 - b. First installment will include 50% of the new balance.
 - c. Second installment will include new balance.
3. Other charges not subject to a finance charge are due in full 30 days from the billing date.
4. I may pay more than the monthly payment at any time.
5. Whitewater may make changes in the future to the terms of my account by mailing me written notice of any such changes prior to their effective dates as prescribed by law. Any such amendments shall apply to outstanding balances on my account as well as to future transactions.
6. I understand that Whitewater reserves the right to revoke credit for future terms.
7. If I fail to pay any two Minimum Payments when due during any 12 month period, Whitewater may declare my entire balance due and payable 15 days after giving me written notice of default and after my failure to cure such default.
8. In the event of default, I agree to pay all attorney fees, and collection costs and late charges associated with the collection of past due amounts.
9. Enrollment Deposit Refunds will be deposited into a Scholarship Account if unclaimed after one year of separation from the UW-Whitewater.

ANY HOLDER OF THE CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL THE CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Wisconsin Marital Property Act
Credit Application Form

Dear Student:

The new Wisconsin Marital Property Act became effective January 1, 1986. This law will affect persons receiving credit after that date. In order to comply with the provisions of the law, it is necessary for you to provide the information requested on this form. **We will be unable to process your credit until the information is filed.**

- ✓ **1. Marital Status:**
_____ Married By signing below, the credit obligation for which I am applying will be incurred in the interest of my marriage or family.
_____ Unmarried
_____ Legally Separated (Date of decree _____)

- ✓ **2. If Married:**
Spouse's name _____
Spouse's address _____

- 3. NOTICE TO MARRIED STUDENTS:** No provision of a marital property agreement, a unilateral statement under s.766.59 Wisconsin Statutes or a court decree under s.766.70 Wisconsin Statutes adversely affects the interest of the Lender unless the Lender, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred.

If you wish to have a marital property agreement, unilateral statement or court decree considered in connection with your credit application, you may enclose a copy of it with this form.

SEPARATE STATEMENT OF NATURE OF CREDIT OBLIGATION.

I certify that I have read the Installment Credit Agreement above and agree to its terms. I further certify that I have read the foregoing notice regarding Wisconsin Marital Property Act, and that the above information is true and correct.

✓ _____
SIGNATURE OF STUDENT DATE

See Reverse Side

White copy – Student Accounts Office
Yellow copy-Student Copy

Please complete entire form and return to:
UWW Student Accounts
800 W. Main St 110 Hyer Hall
Whitewater, WI 53190

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

1. If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong and you need more information about an item on your bill:

a. On a separate sheet of paper write (you may telephone your inquiry, but doing so will not preserve your rights under this law) the following:

i. Your name, Social Security number, and ID number.

ii. A description of the error and an explanation (to the extent you can explain) why you believe it is an error.

If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charge. Do not send in your copy of a document unless you have a duplicate copy for your records.

iii. The dollar amount of the suspected error.

iv. Any other information (such as your address) which you think will help the creditor to identify you or the reason for your complaint or inquiry.

b. Send your billing error notice to the address on your bill which is listed after the words: "Inquiries regarding this account should be submitted to . . ."

Mail it as soon as you can, but in any case, early enough to reach the creditor within 60 days after the bill was mailed to you. If you have authorized your bank to automatically pay from your checking or savings account, you can stop or reverse payment on any amount you think is wrong by mailing your notice so the creditor receives it within 16 days after the bill was sent to you. However, you do not have to meet this 16-day deadline to get the creditor to investigate your billing error claim.

2. The creditor must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the creditor believes the bill was correct. Once the creditor has explained the bill, the creditor has no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.

3. After the creditor has been notified, neither the creditor nor an attorney nor a collection agency may send you collection letters or take any other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be reported to a credit bureau or to other creditors as delinquent until the creditor has answered your inquiry. However, you remain obligated to pay the parts of your bill not in dispute.

4. If it is determined that the creditor has made a mistake on your bill, you will not have to pay finance charges on the amount in dispute, and you will not have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, the creditor must send you a written notification of what you owe; and if it is determined that the creditor did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.

5. If the creditor's explanation does not satisfy you and you notify the creditor in writing within 10 days after you receive his explanation that you still refuse to pay the disputed amount, the creditor may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the creditor must also report that you think you do not owe the money, and the creditor must let you know to whom such reports were made. Once the matter has been settled between you and the creditor, the creditor must notify those to whom the creditor reported you as delinquent of the subsequent resolution.

6. If the creditor does not follow these rules, the creditor is not allowed to collect the first \$50 of the disputed amount and finance charges, even if the bill turns out to be correct.

7. If you have a problem with property or services purchased with credit, you may have the right not to pay the remaining amount due on them. If you first try in good faith to return them or give the merchant a chance to correct the problem, there are two limitations on this right:

a. You must have bought them 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.

However, these limitations do not apply if the merchandise is owned or operated by the creditor or if the creditor mailed you the advertisement for the property or services.