

TRI-COUNTY COMMUNICATIONS COOPERATIVE, INC. – APPLE iPad LEASE AGREEMENT

GENERAL INFORMATION

CREDITOR/LESSOR **Tri-County Communications Cooperative, Inc.**
 NAME _____
 ADDRESS _____ CITY/ST/ZIP _____
 HOME PHONE _____ DAY PHONE _____
 TCC MEMBER NO. _____ TCC ACCOUNT NO. _____

DESCRIPTION/COST OF GOODS

Apple iPad \$540.00

ITEMIZATION OF AMOUNT FINANCED

1.	TOTAL CASH PRICE OF APPLE iPad		\$540.00
2.	PROFESSIONAL SETUP		N/A
3.	SALES TAX	+	\$_____ (5.5%)
4.	TOTAL PAID AT PICKUP	-	\$0.00
5.	AMOUNT FINANCED	=	\$540.00
6.	FINANCE CHARGE	+	\$0.00
7.	TOTAL OF PAYMENTS	=	\$540.00

Customer agrees to pay TCC the amount financed in lease payments of Thirty Dollars (\$22.50), payable in monthly installments for a term of 24 months. This lease payment shall be added to and billed as part of Customer’s monthly TCC bill. Payments for TCC bills, including the lease payment, are due on or before the 15th of each month.

CONSUMER CREDIT DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost.	AMOUNT FINANCED The amount of credit provided.	TOTAL OF PAYMENTS The amount paid after all scheduled payments.	TOTAL SALES PRICE The total cost of purchase on credit.
0.00%	\$0.00	\$540.00	\$540.00	\$540.00

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
24	\$22.50	15th day of each month

LATE CHARGE: TCC may assess, for any scheduled payment more than 10 days late, a late charge of 5% of such payment but not more than \$5.00, or interest on such scheduled payment at the rate of 18% per annum.

PREPAYMENT: There is no penalty for prepayment of the balance owed. If you pay off early, you may be entitled to a refund of part of the finance charge (if any).

ADDITIONAL INFORMATION: Buyer should refer to the remainder of this lease for information about nonpayment, default, the right to accelerate the maturity of the lease and prepayment refunds and penalties.

MAINTENANCE AND REPAIRS

Customer shall, at Customer’s sole expense, maintain the Apple iPad in good repair, condition and working order.

RISK OF LOSS OR DAMAGE

Customer assumes all risks of loss or damage to the Apple iPad. All replacements and repairs shall be at the cost and expense of Customer. Lease payments shall not be prorated or abated while the iPad is not in working order.

WARRANTY INFORMATION

Apple iPad comes with 1 year Apple warranty. Must contact Apple for warranty details. TCC makes no other warranties, expressed or implied, with respect to the Apple iPad, including its merchantability, fitness for a particular purpose or value. TCC assumes no responsibility for the condition of the Apple iPad.

OPTION TO PURCHASE

Customer is granted the option to purchase the Apple iPad at any time during the term of this lease, or at the conclusion of this lease, provided Customer gives written notice to TCC of its intention to exercise the option prior to or upon the termination of this lease.

If this option is exercised during the term of this lease, all sums paid as lease payments shall be applied to the purchase price for the Computer. The balance of the purchase price for the Apple iPad shall be calculated by multiplying the remaining number of months in the lease term by \$22.50. On receipt of the balance of the purchase price by TCC, TCC will transfer title to the Apple iPad to Customer.

If this option is exercised at the termination of this lease, all sums paid as lease payments shall be applied to the purchase price for the Computer. The balance of the purchase price of the Computer shall be \$1.00. On receipt of the balance of the purchase price by TCC, TCC will transfer title to the Apple iPad to Customer.

ACCEPTANCE OF Apple iPad

Upon picking up the Apple iPad from TCC, Customer shall immediately inspect the Apple iPad Unless the Customer informs TCC in writing within three (3) days from the date of pickup, specifying any defect or objection to the Apple iPad, Customer will be conclusively presumed to have fully inspected and acknowledged that the Apple iPad is in good working order and that Customer is satisfied with and has accepted the Apple iPad. Once accepted the Apple iPad 2 cannot be returned to TCC except in accordance with the terms of this lease. Any additional hardware purchased by Customer from TCC may be returned to TCC within 30 days for a full refund.

CONCLUSION OF LEASE TERM

Upon the conclusion of the term of this lease, if Customer has not elected to exercise its Option to Purchase as set forth above, Customer shall return the Apple iPad to TCC in as good condition as when received, reasonable wear and tear excepted.

TCC LEASING REQUIRMENTS

Customer must maintain: (1) TCC membership; (2) a bundled service plan ("Ultimate", "Viewer", or "Vital"); and (3) EFT/Direct Pay at all times during the term of this lease.

TERMINATION OF LEASE

If, during the term of this lease, Customer either: (1) fails to make any payment when due hereunder; or (2) ceases to meet the TCC Service criteria set forth above (whether voluntary or involuntarily), TCC may exercise one or more of the following remedies:

- 1) Require Customer to immediately return the Apple iPad to TCC in as good condition as when received, reasonable wear and tear excepted, forfeit any lease payments made by Customer to TCC prior to the date of termination, and charge Customer a \$5.00 per month lease cancellation fee for each month remaining under the term of the lease;
- 2) Require Customer to immediately pay off the entire remaining balance of the purchase price for the Apple iPad and charge Customer a \$5.00 per month lease cancellation fee for each month remaining under the term of the lease;
- 3) Exercise any other rights and remedies which may be available to TCC, under the Uniform Commercial Code, or otherwise at law or in equity.

OTHER TERMS AND CONDITIONS

- A. Approval of this lease is subject to credit check.
- B. The validity, construction, and enforcement of this lease are governed by the internal laws of the State of Wisconsin, without regard to choice of law principles and any suit, action, or proceeding arising out of or related to this lease must be commenced and maintained in a court of competent subject matter jurisdiction in the State of Wisconsin.

NOTICE TO CUSTOMER

- (A) **DO NOT SIGN THIS BEFORE YOU READ ALL PAGES OF IT, EVEN IF OTHERWISE ADVISED.**
- (B) **DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.**
- (C) **YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.**
- (D) **YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF ANY FINANCE CHARGE (IF ANY).**

AGREEMENT ACCEPTED BY:
Tri-County Communications Cooperative, Inc.

Name: _____ Signed: _____ Dated: _____

Customer

Name: _____ Signed: _____ Dated: _____