



## RETAIL INSTALLMENT CONTRACT

### Retail Installment Sale Agreement / Retail Installment Obligation – Subject to State Regulation

SELLER (CREDITOR): Verizon Wireless Services LLC (“Verizon Wireless”)
One Verizon Way, Basking Ridge, NJ 07920 999-999-9999

Agreement # \_\_\_\_\_

BUYER’S NAME: \_\_\_\_\_, the Verizon Wireless Account Owner, or if not the Buyer signing below his/her authorized Account Manager delegate(s): \_\_\_\_\_, \_\_\_\_\_, or \_\_\_\_\_

BUYER’S MOBILE PHONE NUMBER: 999-999-9999

ACCOUNT OWNER’S ADDRESS: 30 Independence Blvd, Warren NJ 07714

DESCRIPTION OF GOODS: Make/Model (“Device”)

YOU, meaning the Buyer named above, agree to pay US, the Seller/Creditor named above as Verizon Wireless, the Total Sale Price of the goods identified above according to the Terms of this Retail Installment Sale Agreement/ Retail Installment Obligation (referred to below as “Agreement”).

Table with 5 columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, AMOUNT FINANCED, TOTAL OF PAYMENTS, TOTAL SALE PRICE. Row 1: 0%, \$0, \$[TBD], \$[TBD], \$[TBD].

Your payment schedule will be:

Number of Payments:24; Payment 1: \$[TBD]; Payments 2-24: \$[TBD]

When Payments are Due: [TBD]

PAYMENTS RECEIVED 15 OR MORE DAYS AFTER YOUR DUE DATE MAY INCUR A LATE PAYMENT FEE OF UP TO 5% OR \$5, WHICHEVER IS LESS. PLEASE SEE YOUR AGREEMENT TERMS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ANY REQUIRED PAYMENT IN FULL BEFORE THE SCHEDULED PAYMENT DATES, AND PREPAYMENT TERMS.

#### ITEMIZATION OF AMOUNT FINANCED

- (A) CASH PRICE (excluding tax): \$ [TBD]
(B) DOWN PAYMENT (if applicable) \$ [TBD]
(C) FINANCE CHARGE \$ 0
(D) TAXES AND FEES\* \$ [TBD]
(E) AMOUNT FINANCED \$ [TBD]
(The amount of credit provided to you on your behalf.)

\* Not included in Amount Financed.



1. **AGREEMENT.** THIS RETAIL INSTALLMENT SALES AGREEMENT (“**AGREEMENT**”) REQUIRES THAT YOU AGREE TO AND MAINTAIN SERVICE WITH VERIZON WIRELESS UNDER YOUR CUSTOMER AGREEMENT. ALTHOUGH YOUR CUSTOMER AGREEMENT IS A SEPARATE DOCUMENT, EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE WAIVERS AND LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, AND OTHER PROVISIONS OF YOUR CUSTOMER AGREEMENT ARE INCORPORATED BY THIS REFERENCE IN THIS AGREEMENT, AND SHALL SURVIVE TERMINATION OF YOUR CUSTOMER AGREEMENT. ADDITIONALLY, ANY DISPUTES UNDER THIS AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS IN YOUR CUSTOMER AGREEMENT UNDER THE HEADING: “HOW DO I RESOLVE DISPUTES WITH VERIZON WIRELESS,” WHICH TERMS ARE INCORPORATED BY REFERENCE. SPECIFICALLY, YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THIS AGREEMENT ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION.
2. **PAYMENTS.** Payment is due as stated on your bill. IF WE DO NOT RECEIVE PAYMENT WITHIN 15 DAYS OF THE DUE DATE, WE MAY CHARGE YOU A LATE PAYMENT FEE OF UP TO 5% OF THE UNPAID BALANCE OF YOUR BILL OR \$5, WHICHEVER IS LESS, except where prohibited by law. Your specific payment schedule is provided above. Returned checks will be subject to a fee of up to \$25, except where prohibited by law. Payments you make will be applied first to balances due under your Customer Agreement and then to balances due under this Agreement. Your payment schedule is determined by the date that you accept these terms and conditions, which allows us to apply charges to your bill. If you order a Device that is not available for shipment at the time of order, we will provide you with a payment schedule based on our best estimate of when your Device will be shipped. Your first payment will not be due until the Device is shipped, at which point we will charge the credit card you provided at the time of your Order or, if eligible apply the first payment to your bill. For any Device not available for shipment at the time of order, you agree that we may update the estimated payment schedule when your Device is shipped, and we will provide the new payment schedule to you in writing. Additionally, if a delay in accepting this Agreement or activating your Device results in any charges becoming due on a date(s) later than the payment schedule, we will provide you with an updated payment schedule on your bill. If you do not activate your Device within 45 days of receipt, or if you cancel your Customer Agreement, you agree that Verizon Wireless may charge, and you agree to pay, the entire remaining balance owed for your Device as soon as your next bill. If your Device qualifies for an early upgrade offer, visit [verizonwireless.com/upgradeterms](http://verizonwireless.com/upgradeterms) for further details, terms and conditions.
3. **PREPAYMENT:** You may pay the total amount due under this Agreement at any time before the final scheduled payment is due, and you will not have to pay a penalty. If you pay more than the monthly payment due, any excess amount you pay will be credited to your account, and applied to any future charges pursuant to Section 2 above.
4. **RISK OF LOSS: INSURANCE.** You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Agreement. Even if the Device is lost, stolen or damaged, you remain obligated for the total of the payments. We recommend that you obtain property insurance on the Device. You may obtain property insurance from others on goods purchased under this Agreement.
5. **DEFAULT AND REMEDIES.** You are in default under this Agreement if you fail to make any required payment when due or within fifteen (15) days of the due date; you cancel your Customer Agreement; we cancel your Customer Agreement for good cause; you breach any covenant, representation or warranty hereunder, or default in the performance of any other obligation which is not cured within ten (10) days after written notice to you; or we terminate your Service for breach (each a “Default”). To the extent permitted by applicable law, upon a Default we have the



right to require you to pay immediately the entire remaining balance in full under this Agreement, and to pay us actual and reasonable costs of collection.

6. ASSIGNMENT. We may, without your consent, and without giving you notice, assign or transfer this Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all our rights, powers, privileges and remedies under the Agreement. You agree you will not assign this Agreement or any interest in it and will not sell or offer to sell or transfer or enter into any lease with respect to the Device covered by this Agreement without our prior written consent.
7. ELECTRONIC ACCESS TO AGREEMENT/OTHER COMMUNICATIONS. By signing below, you acknowledge that you have access to Verizon Wireless' Website at [www.verizonwireless.com](http://www.verizonwireless.com), where a copy of this Agreement and related privacy and other communications will be provided to you. You also consent to receive account-related communications in an electronic format, such as by email. If you want a paper copy of this Agreement, you may ask your sales representative to email or print a copy for you.



**BUYER'S RIGHT TO CANCEL**

If you do not want the Device purchased under this Agreement, you may cancel by contacting Verizon Wireless by phone, online, or in person within 14 days of your acceptance. You must return your Device pursuant to Verizon Wireless' Return Policy available at [www.verizonwireless.com](http://www.verizonwireless.com) to obtain a refund. If you do not return your Device within the return period, you will be charged for the entire remaining balance for your Device. Buyers in North Carolina and Massachusetts may also cancel by providing written notice of cancellation at any time prior to midnight of the third business day after you accept this Agreement by using the attached Notice of Cancellation form.

**NOTICE TO BUYER:**

1. Do not sign this Agreement before you read it or if it contains any blank spaces for information that is available at the time you sign this Agreement.
2. You are entitled to a completely filled-in copy of this Agreement at the time you sign it. Keep it to protect your legal rights.
3. Under the law, you have the right to pay off in advance the full amount due at any time. If you desire to prepay the full amount due, the amount due will be furnished upon request.
4. You have the right to redeem the property if repossessed for a default and, to require, under certain conditions, a resale of the property, if repossessed.
5. This contract is covered by state and federal laws, and you have the rights of a buyer under such laws.
6. 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 UNDER THIS AGREEMENT OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
7. This is a retail installment sale agreement and not a lease. We have a limited return policy. Please ask for details.

**RETAIL INSTALLMENT SALE AGREEMENT / RETAIL INSTALLMENT OBLIGATION**

I acknowledge I have read this Agreement and received (paper or electronically) a signed copy from the seller.

Verizon Wireless Services LLC [date]

\_\_\_\_\_  
Buyer's Name (Print)

\_\_\_\_\_  
(Buyer's Signature) ( Date)