

**COLORADO RETAIL INSTALLMENT CONTRACT**

TFC Account Number T2755-□□□□□

Credit Extension Date 10/20/2021 Enrollment Start Date \_\_\_\_\_ Expected Graduation Date \_\_\_\_\_ Student ID Number \_\_\_\_\_

As payment for tuition, books and supplies at the Seller, COOK STREET SCHL OF CULINARY ARTS (along with its affiliate, parent and subsidiary companies, hereinafter "the School") located at 43 W 9th ave; DENVER, CO 80204, ("Amount Financed" plus Interest)  
 I promise to pay to the School the sum of \$18,837.44

This Contract is also subject to the terms and conditions contained on pages 2 and 3 of this Contract. All sums due shall be payable in lawful money of the United States. If estimated Title IV funds listed below are not received by Buyer, Buyer is responsible for this amount and a new payment plan will be issued by the School to reflect the change in the Amount Financed and a Change in Terms Agreement will be executed.

**Buyer**  
 Print Full Name Joe Joe  
 Address 999 Denver  
 City/State/Zip Denver, CO 80128  
 Home Tel. \_\_\_\_\_ Work Tel. \_\_\_\_\_  
 Cellular Number 999-999-9999 Email kkrentzman@cookstreet.com  
 Date of Birth 1/1/2001  
 Social Security Number \*\*\*-\*\*-1111

**Co-Buyer**  
 Print Full Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/ Zip \_\_\_\_\_  
 Home Tel. \_\_\_\_\_ Work Tel. \_\_\_\_\_  
 Cellular Number \_\_\_\_\_ Email \_\_\_\_\_  
 Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_  
**DATE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

<b>ANNUAL PERCENTAGE RATE:</b> The cost of your credit as a yearly rate.  <b>6.35%</b>	<b>FINANCE CHARGE:</b> The dollar amount the credit will cost you.  <b>\$2,137.44</b>	<b>AMOUNT FINANCED:</b> The amount of credit provided to you or on your behalf.  <b>\$16,700.00</b>	<b>TOTAL OF PAYMENTS:</b> The amount you will have paid after you have made all payments as scheduled.  <b>\$18,837.44</b>	<b>TOTAL SALE PRICE:</b> The total cost of your purchase on credit, including your initial payment of \$0.00  <b>\$18,837.44</b>
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YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of each payment	Payments are due on the same day each month beginning	APR %
10	\$300.00	November 19, 2021	4.00 %
32	\$494.92	September 19, 2022	8.00 %
			%
			%

**LATE FEES:** For a period in default of not less than 10 days, an amount of \$15.  
**RETURNED TRANSACTION FEES:** Payments that are returned for non-sufficient funds may be assessed a \$25 fee.  
**NOTICE TO BUYER:** (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of this refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

Itemization of the Amount Financed

1. Cash Price	<u>\$16,700.00</u>
2. Total Cash Price	<u>\$16,700.00</u>
3. Less Deductions	_____
4. Total Deductions	<u>\$0.00</u>
5. Amount Financed	<u>\$16,700.00</u>

## ADDITIONAL TERMS OF THIS CONTRACT

### DEFINITIONS.

"Amount Financed" is the principal amount of the credit extended to Buyer and Co-Buyer, if applicable, under this Contract as shown in the table on page 1 entitled "Itemization of the Amount Financed".

"Credit Extension Date" means the date shown on page 1 of this Contract which is the date the School extends you credit in the amount of the Amount Financed and will be the date Interest, if any, will begin to accrue on the Amount Financed.

"Payment Period" means the period beginning on the day following the Credit Extension Date. During the Payment Period you will make monthly amortized payments of principal and Interest, if any, until all sums due under this Contract have been paid in full. The amount and number of your consecutive monthly payments of principal and Interest, if any, will be the payment amount and number of payments stated on page 1 of this Contract and in the Final Disclosure Statement, if applicable, delivered to Buyer. If, however, the unpaid principal balance of the Amount Financed at the beginning of the Payment Period is different than the Amount Financed shown on page 1 of this Contract and in the Final Disclosure Statement, the monthly payment will be the amount that will fully repay the principal amount as of the beginning of the Payment Period in monthly installments of principal and Interest, if any, at the Interest Rate over the number of months left in the Payment Period.

"Interest" means the dollar amount resulting from the application of the Interest Rate to the projected unpaid principal balance of the Amount Financed under this Contract based on the payment schedule and assuming all scheduled payments are made on a timely basis.

"Interest Rate" means the amount charged, expressed as a percentage of the projected unpaid principal balance of the Amount Financed under this Contract, based on a 365 day year. When applied to each monthly payment, the Interest Rate is divided by 12. The percentage rate for each of the four tiers is set forth in this Contract. In the event you fail to make a scheduled payment on the due date for such payment and do not cure the default within ten (10) calendar days, the Interest Rate on such delinquent payment amount may be increased to ten percent (10%) per annum, effective from and after the due date for such payment amount.

Annual Percentage Rate ("APR") – The APR under this Contract is stated on page 1 and in the Final Disclosure Statement delivered to the Buyer and Co-Buyer, if applicable. The Interest Rate may not be the same as the APR. The Finance Charge shown on page 1 and in the Final Disclosure Statement is figured by applying the true annual interest rate divided by 12 to the outstanding principal amount defined by the Colorado Uniform Consumer Credit Code to the unpaid balance of the Amount Financed. The Finance Charge and the Total of Payments shown in the Final Disclosure Statement are figured based on the assumption that you will make each payment based on payment schedule and assuming all scheduled payments are made on a timely basis.

### GENERAL CONTRACT TERMS.

"We" and "us" means COOK STREET SCHL OF CULINARY ARTS (along with its affiliate, parent and subsidiary companies, and its successors and assigns). "You" and "your" mean Buyer and Co-Buyer, jointly and individually.

You have been given the opportunity to pay for the tuition, books and supplies for either the Total Cash Price or the Total Sale Price. The Total Sale Price is the total price of the tuition, books and supplies if you pay for them over time. You agreed to purchase the tuition, books and supplies over time. The Total Sale Price shown in this Contract assumes that all payments will be made as scheduled.

We do not intend to charge or collect, and you do not agree to pay, any Finance Charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to the remaining unpaid balance of the Amount Financed, accrued Finance Charges and all other agreed fees. If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. It is also governed by applicable federal law and regulations. The School may assign this Contract. The law of the state in which you reside shall govern this transaction.

**NAME AND LOCATION:** The name and address provided on page 1 of this Contract are your exact legal name and your current principal residence. If you change your name or principal residence, you must provide written notice of such change within 30 calendar days.

**CONTACT:** You agree that we and any of our affiliates, agents, service providers or assignees may call you, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message for any purpose related to your Contract with us, our products and services, or surveys or research (each a "Communication"). You agree that we and any of our affiliates, agents, service providers or assignees may call or text you at any telephone number associated with the Contract, including cellular telephone numbers, and may send an e-mail to any email address associated with the Contract. You also agree that we and any of our affiliates, agents, service providers or assignees may include your personal information in a Communication and may conduct a Communication using an automatic telephone dialing system. We will not charge you for a Communication, but your service provider may. In addition, you understand and agree we and any of our affiliates, agents, service providers or assignees may always communicate with you in any manner permissible by law that does not require your prior consent.

**DEFAULT:** You will be in default on this Contract (except as prohibited by law) if: A) You fail to perform any obligation that you have undertaken in this Contract; or B) We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract. If an event of default occurs as to any one of you, we may exercise our remedies against any and all of you as described in REMEDIES below.

**REMEDIES:** If you are in default on this Contract, such as withdrawing from the School, we have all of the remedies provided by law and this Contract. We may require you to immediately pay us, subject to any refund required by law and your right to cure, if applicable, the remaining unpaid balance of the Amount Financed, accrued Finance Charges and all other agreed fees. By choosing any one or more of these remedies, we do not give up our right to later use another remedy. We may also, to the extent permitted by law, deny Buyer access to classes, computers, final exams, and other educational services at the School, terminate or suspend Buyer's enrollment, deny or cancel Buyer's registration for additional classes, not issue Buyer's grades, withhold Buyer's transcripts, course completion certificates, and take other similar actions affecting Buyer's status as a student at the School. In the event that you fail to make a payment on the scheduled payment date and do not to cure the payment default within ten (10) calendar days after the due date for such payment, the Interest Rate on such delinquent payment amount may be increased to ten percent (10%) per annum effective from and after the due date for such payment amount

**COSTS OF COLLECTION AND ATTORNEY'S FEES:** You agree to pay the reasonable costs and attorney's fees allowed by law that we incur to collect this debt. To the extent permitted by the United States Bankruptcy Code, you also agree to pay the reasonable attorney's fees and costs that we incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. Reasonable attorney's fees and costs shall be awarded to the prevailing party in any action on this Contract regardless of whether such action is instituted by the Seller, holder or Buyer. Where the defendant alleges in his answer that he tendered to the plaintiff the full amount to which he was entitled, and thereupon deposits in court, for the plaintiff, the amount so tendered, and the allegation is found to be true, then the defendant is deemed to be a prevailing party within the meaning of this article.

**WAIVER:** To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: A) demand payment of amounts due; B) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner, or; C) give notice that we intend to make, or are making, this Contract immediately due.

**NO WAIVER BY US:** You agree we have the right without notice to you to delay or refrain from enforcing our rights under this Contract without losing them. For example and without limitation, you agree we may extend the time to make payments without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, and waive any late fee in case of a late payment without losing our right to impose a late fee for other late payments.

**RIGHT TO PREPAY:** You have the right to prepay all or any part of your obligations under this Contract without penalty with payments first applied against late charges, then finance charges and then to principal Amount Financed owed.

**COMPLETE CONTRACT:** This Contract is the complete and exclusive statement of the Contract to extend credit and no oral Contracts to extend credit or to forbear from enforcing this Contract including promises to extend or renew this debt are enforceable.

**CLASS CONSIDERATIONS AND CONSOLIDATIONS.** No party to this Contract shall be entitled to join or consolidate disputes by or against any other party to this Contract in any arbitration, litigation, except as against those parties to this Contract, or to participate in any arbitration or litigation as a representative or member of a class, or to act in the interest of the general public or in a private general capacity.

**WHERE TO MAKE PAYMENTS:** All payments made hereunder should be made TFC Credit; PO Box 1246; San Ramon, CA 94583. Forms of accepted payment are credit card, electronic check, or Money Gram. Auto debit payment options may be used through credit card or ACH. The School or any other future holder of this Contract may direct you to make payments in a different manner or to a different place or address.

**YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE CONTRACT BEFORE SIGNING, YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.**

#### NOTICE

**Any holder of this consumer credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of good or services obtained pursuant hereto or with the proceeds hereof, recovery hereunder by the debtor shall not exceed the amounts paid by the debtor under this Contract.**