



Phone 866.866.1331 • Fax 866.866.1334

P.O. Box 1197 • Evansville, IN 47706

CREDIT DECISION

Dealer Name: Production Heating & Cooling, Inc.	Dealer Phone Number: 502-589-5880
App #: 4254	Dealer Fax Number: 502-589-3097
Applicant: Johnathan Q Test JR	Loan Type: 90 Day/SAC
Co-Applicant: Jane Q. Test	Interest Rate: 19.90%
Credit Decision: Approved	Term (mo): 60 months

DEALER MONEY

Sale Amount:	\$10,000.00
Down Payment:	\$500.00
Contract Amount:	\$9,500.00
Dealer Discount:	5%
Total Paid to Dealer:	\$9,025.00

APPROVAL CONDITIONS

The Contract must not be written for more than 60 months.

A minimum cash down payment of \$500.00 is required.

Dealer Checklist

- Signed & completed credit application
- Signed & dated Certificate of Completion (Customer & Dealer)
- Invoice in contracted customers name in the same amount as the contract

Contract Requirements

Page # 1

1. Verify customer information (name, address & equipment address)
2. 1st payment date calculated using the customer's signature date
3. Customers initials ¼ down & bottom of page

Page # 2

1. Signed & dated by customer & dealer
2. Cancellation section dated by dealer...DO NOT sign unless cancelling contract

Page # 3

1. Customers initials bottom of page

Page # 4

1. Dealer signature & date
2. Customers initials bottom of page

**Please verify all necessary documents are completed to expedite the funding process.
If you have any questions please contact Comfort at 866-866-1331.
Once you have received the faxed confirmation please forward the originals to:**

Comfort Financial Services
P.O. Box 1197
Evansville, IN 47706-1197

Tel 866.866.1331 • Fax 866.866.1334 • Business Hours M-F 8am-5pm CDT
www.comfortfinancial.com • dcozart@unitedevv.com

**INDIANA RETAIL HOME IMPROVEMENT INSTALLMENT CONTRACT,
SECURITY AGREEMENT, AND FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT ("Contract")**

Names(s) and Address of Buyer(s) ("You" or "Your"): Johnathan Q Test JR 123 Test Drive 123 test previous location merge Coolington, IN 47777	Name and Address of Seller ("We," "Us," or "Our"): Production Heating & Cooling, Inc. 111 S. 18th St. Louisville, KY 40203
Jane Q. Test 123 Test Drive 1 Coolington IN 47777	
Address of Residential Property on which Home Improvements are to be made (if different): SAME	Name and Telephone Number of Our Agent to Whom Consumer Problems and Inquiries Should be Directed: Name: Angie Letson/Brandon, Phone: 502-589-5880
	Your Acceptance of this Contract will be Limited to 60 Days from 07/08/2008 the Date Our Contract was Submitted to You Today

Description of Proposed Home Improvement (Include Manufacturer and Model Number, if applicable) HVAC Forced Air Unit	Cash Price
	\$
Sales Tax	
Total (Including Any Sales Tax)	\$10,000.00

Your initials _____ You acknowledge receipt of a separate document detailing the specifications of the above-described Home Improvement and hereby approve such specifications as of the following date: _____ (mm/dd/yyyy)

Approximate Job Start Date: 06/09/2006 **Approximate Job Completion Date:** 06/09/2006 **Account Number:**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate: 19.90% (#3)	FINANCE CHARGE The dollar amount the credit will cost you: \$6,008.56 (#9)	AMOUNT FINANCED The amount of credit provided to you or on your behalf: \$9,500.00 (#2)	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled: \$15,508.56 (#8)	TOTAL SALE PRICE The cost of your purchase on credit, including your down payment of : \$500.00 \$16,008.56 (#10)
Number of Payments (#5): 57	Payment Amount (#4): \$272.08	Monthly payments of principle and interest beginning on _____ (#6) and continuing on the same day every month thereafter until paid in full.		

Security: You are giving us a security interest in the goods or property being purchased.
Late Charge: If any payment is more than 10 days late, you will pay \$16.50, or such higher amount as allowed by law, as provided by Indiana Code, Sec. 24-4.5-1-106.
Prepayment: If you pay off early, you will not have to pay a penalty.
 See the contract terms of this document for any additional information about nonpayment, default, any required repayment in full before the scheduled payment date and prepayment refunds.

Same As Cash – Deferred Payment Option: If checked, and provided that you pay-off this Contract in full (i.e., the entire Amount Financed disclosed above) within **Three [3]**(#1) months from the date you and we agreed to this Contract, you will not have to pay any Finance Charges. If you do not pay-off in this period, Finance Charges are computed from the date of this Contract and payments are required as shown above.

Security Interests: You grant to us a security interest in the goods or property being purchased pursuant to this Contract, more particularly described above (the "Collateral"). You also grant to us a right to cancel, upon your default (as defined in ADDITIONAL TERMS AND CONDITIONS), any credit insurance, service contract, or extended warranty written or sold in connection with this Contract and apply any unearned premiums or other amounts against your outstanding indebtedness under this Contract. These premiums and other amounts will serve as additional security for your obligations under this Contract. Our security interests will secure not only your obligations to make the payments according to the Payment Schedule (disclosed above), but also any other amounts or other obligations you may owe to us under or with respect to this Contract.

Dishonored Check Fees: You agree to pay us \$20.00 for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal, or share draft issued by you and made payable to us or to our order in connection with this Contract.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price (including any sales tax)	\$10,000.00
2. Down Payment:	
A. Cash Down Payment	\$500.00
B. Trade-in Allowance	\$0.00
C. Rebates _____ (description)	\$0.00
D. Total Down Payment/Other Credits/Rebates	\$500.00
3. Unpaid Balance of Total Cash Sale Price (Line 1 minus Line 2D)	\$9,500.00
4. Amounts Paid to Others on Your Behalf:	
A. To: Public Officials for Filing Fees	\$0.00
B. To: Comfort _____	
C. To: Doc Fee _____	\$50.00
D. Total Paid to Others on Your Behalf *	\$50.00
5. AMOUNT FINANCED (3 plus 4D) (#2)	\$9,550.00

*We may retain or receive a portion of these amounts

_____ *Initials*

PROMISE TO PAY: You promise to pay to us the Amount Financed (disclosed above), together with Finance Charges calculated, from time to time, at the simple annual interest rate equivalent of the Annual Percentage Rate (disclosed above) on the actual unpaid balances of such Amount Financed for the period actually outstanding, until such Amount Financed is fully paid, all according to the Payment Schedule (disclosed above). The Finance Charges will accrue from date you and we finally agreed to this Contract, except to the extent modified by the terms of the Same As Cash Payment Option (disclosed above). Except to the extent otherwise required by provisions of applicable law, we may apply your payments in any manner and in such order as we may determine to do so, in our sole and absolute discretion. You agree that if more than one person has signed this Contract as Buyer(s), each of you is jointly and severally liable for all amounts due us under this Contract.

NOTICE TO THE BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT, INCLUDING THE ARBITRATION PROVISIONS, WHICH PROVIDE, AMONG OTHER THINGS, THAT EITHER YOU OR WE MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN YOU AND US BE SUBMITTED TO BINDING ARBITRATION. IF YOU OR WE ELECT TO USE ARBITRATION, THEN NEITHER YOU NOR WE WILL HAVE THE RIGHT TO HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY. RATHER THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR AND THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM.

You acknowledge that you have received a copy of this Contract that was completely filled in and executed by our representative prior to your execution of this Contract. SEE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS. The undersigned representative of Seller, on behalf of Seller, agrees to each of the terms and conditions contained in this Contract and applicable to Seller and certifies that this Contract was executed by such representative before it was delivered to Buyer(s) for execution.

Seller: Production Heating & Cooling, Inc.
(Dealer / Company Name)

Buyer #1: X
(Signature)

Buyer #2: X
(Signature)

By: X
(Signature and Title)

Johnathan Q Test JR
(Typed or Printed Name)

Jane Q. Test
(Typed or Printed Name)

Dated:

Dated:

Dated:

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ACCOMPANYING NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF CANCELLATION

(Date Buyer & Seller finally agree to this Transaction)

You may **CANCEL** this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract for sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within **20 days** of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, mail, or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Production Heating & Cooling, Inc. (the "Seller") at 111 S. 18th St. , Louisville, KY 40203 NOT LATER THAN MIDNIGHT OF

(Date).

I HEREBY CANCEL THIS TRANSACTION. _____
(Date)

(Buyer's Signature)

ADDITIONAL TERMS AND CONDITIONS

Default: You will be in default under this Contract if there is any outstanding indebtedness under this Contract and: (a) you fail to make any of your payments in a timely manner; (b) you sell, otherwise transfer, or further encumber the Collateral without our express written consent; (c) you sell or otherwise transfer title to the real property on which any of the Collateral is installed or to which any of the Collateral is affixed, without our express written consent; (d) you remove, attempt to remove, or allow to be removed any of the Collateral from the real property on which such Collateral is installed or to which such Collateral is affixed (except for the purpose of making repairs to such Collateral); (e) you abandon the real property on which any of the Collateral is installed or to which any of the Collateral is affixed; (f) some or all of the Collateral is destroyed or damaged and any insurance proceeds derived from such loss of or damage are not sufficient to repair or replace the affected Collateral); (g) you (or either of you) file or have filed against you (or either of you) a case under the United States Bankruptcy Code or any similar insolvency proceeding or action under applicable state law; (h) all persons obligated to us as Buyer(s) under this Contract die; (i) you make any materially false statements in connection with your credit application to us with respect to this Contract; (j) you fail to comply with any of the terms or conditions of this Contract; or (k) we, in good faith, otherwise deem ourselves to be insecure.

Remedies: If you are in default under this Contract, we may elect to pursue one or more of the following remedies, in any order (except to the extent modified by the Arbitration Provision (defined below)): (i) accelerate the maturity of this Contract, thereby rendering your entire outstanding indebtedness under this Contract immediately due and payable; (ii) except as limited by law, set off and deduct any amounts due under this Contract from anything we owe you, without prior notice; (iii) pursue any remedies provided in the Uniform Commercial Code of the State of Indiana to recover the Collateral; and/or (iv) pursue judicial remedies to enforce payment of your outstanding indebtedness under this Contract, to recover the Collateral, or both. You agree to pay us any reasonable attorneys' fees which we may incur after your default and referral of this Contract and your obligations hereunder to an attorney, not our salaried employee.

Contingencies Affecting Approximate Job Completion Date: Although we are reasonably confident that all work required to be performed under this Contract will be completed on or before the Approximate Job Completion Date (shown on the front side of this Contract), there exist certain circumstances, beyond our reasonable control, which could materially delay such completion date. Those circumstances include, for example, (1) labor or materials shortages or labor strikes affecting us, our suppliers, or the shippers or handlers of our suppliers, (2) the insolvency or bankruptcy of our suppliers or the shippers or handlers of our suppliers, (3) Acts of God affecting us, our suppliers, or the shippers or handlers of our suppliers, (4) Acts of War or Civil Disobedience affecting us, our suppliers, or the shippers or handlers of our suppliers, (5) actions which you may take, or refrain from taking, that prevent us from starting work on the Approximate Start Date (shown on the front side of this Contract), and (6) such other or similar circumstances that are beyond our reasonable control and which may affect our ability to complete the work required to be performed under this Contract on or before the Approximate Job Completion Date (shown on the front side of this Contract).

Assignment of This Contract: We may assign this Contract and our rights hereunder to Comfort Financial Services, LLC or to anyone else of our choosing. Upon any such assignment, the words "we," "us," and "our," as used in this Contract, shall refer to and mean our assignee, unless the context clearly indicates a contrary intent. For the purposes of the Arbitration Provisions (as defined below), the words "we," "us," and "our" shall refer to and mean either us or our assignee or both us and our assignee, as the context may require.

Waivers: You agree to be liable for the outstanding indebtedness under this Contract even if we do not give you notices such as demand, presentment, and notice of dishonor or follow all the legal procedures which we might be required to follow in the absence of this waiver. In addition, you agree that we may delay or refrain from enforcing any of our rights or remedies under this Contract or under applicable law without waiving them. For example, we may accept late payments or partial payments without losing our right to demand timely, full payments in the future. You further agree that no waiver, consent, or approval by us and no modification of this Contract will be effective unless it is in writing and signed by us. Additionally, you waive any rights which you may otherwise have under the State of Indiana's valuation and appraisal laws.

Governing Law; Venue: You agree that this Contract (except for the Arbitration Provision (as defined on page 4 of 4)) will be governed by and construed in accordance with the laws of the State of Indiana. You agree to submit to the jurisdiction of the courts of Vanderburgh County, Indiana in the event we elect to pursue judicial remedies to enforce your obligations under this Contract.

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.

ARBITRATION PROVISIONS: Arbitration is a method for resolving disputes without filing a lawsuit in court. When you sign this Contract, you and we agree to all the arbitration provisions in this Contract (called "Arbitration Provisions"). The Arbitration Provisions will be governed by the Federal Arbitration Act.

RIGHT TO ELECT ARBITRATION: You or we can elect to have any "Covered Claims" (as defined below) resolve by binding arbitration in accordance with the Arbitration Provisions, except for matters not covered by arbitration (as provided below). The right to make this election applies whether or not there is any pending or completed judicial action. If you bring a Covered Claim against us in court (whether as a claim or counterclaim), we can choose to have that Covered Claim resolved by binding arbitration. If we bring a Covered Claim against you in court (whether as a claim or counterclaim), then you can choose to have that Covered Claim resolved by binding arbitration. **YOU UNDERSTAND THAT YOU ARE VOLUNTARILY WAIVING YOUR RIGHT TO A JURY OR JUDGE TRIAL FOR SUCH DISPUTES.**

DEFINITION OF COVERED CLAIMS: "Covered Claims" are any and all claims and disputes not expressly excluded by the Arbitration Provisions that have arisen or may arise between: you and us; you and our affiliates; or you and our or our affiliates' employees, agents, officers, or directors. Covered Claims include, without limitation, all claims and disputes arising out of, in connection with, or relating to this Contract and any previous installment contracts with us (including all amendments and refinancings); all actions, or omissions relating to this Contract or any previous installment contract; any insurance product, service contract, or warranty purchased in connection with this Contract or any previous installment contract with us; whether the claim or dispute must be arbitrated; the validity of the Arbitration Provisions, your understanding of them, or any defenses as to the enforceability of this Contract or the Arbitration Provisions; any negotiations between you and us; any claim or dispute based on the closing, servicing, collection, or enforcement of any transaction covered by the Arbitration Provisions; any claim or dispute based on an allegation of fraud or misrepresentation; any claim or dispute based on or arising under any federal or state statute or rule; any claim or dispute based on a contract or an alleged tort; any claim for injunctive or equitable relief.

THIRD PARTY CLAIMS: If either you or we choose arbitration, then you and we agree to submit to arbitration all claims or disputes that you or we may have against (i) all other persons or entities involved with any transaction described under the definition of Covered Claims, (ii) all persons or entities who signed or executed any of the documentation relating to any transaction described under the definition of Covered Claims, and (iii) all persons or entities who may be liable to either you or us regarding any transaction described under Covered Claims.

MATTERS NOT COVERED BY ARBITRATION: Notwithstanding any other terms of the Arbitration Provisions, you cannot elect to arbitrate our self-help or judicial remedies, including, without limitation, repossession or foreclosure, with respect to any property that secures any transaction described under the definition of "Covered Claims." In the event of a default by you which entitles us to those types of remedies, we can enforce our rights to your property in court or as otherwise provided by law, and you cannot require that such actions be arbitrated. Provided, however, we can elect to arbitrate such claims and, if such election is made, you will be bound by such election, and the terms of the Arbitration Provisions will govern the proceedings. The exercise of our rights under this paragraph will not be deemed a waiver of our rights to elect arbitration.

ARBITRATION RULES AND PROCEDURES: A single arbitrator shall conduct arbitration, under the Federal Rules of Evidence and National Arbitration Forum's Code of Procedure in effect at the time the claim is filed. Rules and forms of the National Arbitration Forum ("NAF") may be obtained by calling (800) 474-2371 and all claims shall be filed at: P. O. Box 50191, Minneapolis, Minnesota 55405, (612) 631-0802 (Fax), www.arb-forum.com (E-mail). The arbitrator shall not be allowed to conduct arbitration on a class-wide basis, and the arbitrator shall not be allowed to consolidate arbitration demands filed by our other customers, unless both you and we sign and file a separate stipulation with the NAF allowing the arbitrator to conduct such class-wide or consolidated proceedings. We agree to pay for the filing fee in excess of \$125 and to pay any deposit required by the NAF. We agree to pay the initial costs of arbitration up to a maximum of eight hours of hearings, except as otherwise required by law. Any participatory hearing will take place in the county where you live unless you and we agree to another location. The judgment upon any arbitration award may be entered in any court having jurisdiction.

PLEASE GO BACK AND READ THE ARBITRATION PROVISIONS CAREFULLY. THEY LIMIT YOUR RIGHTS. BY SIGNING ON THE PAGE 2 OF 4, YOU ACKNOWLEDGE THAT YOU HAVE READ, RECEIVED A COPY OF, AND AGREE TO BE BOUND BY, THE ARBITRATION PROVISIONS.

Seller hereby assigns this Contract to Comfort Financial Services, LLC pursuant to the terms and conditions of the most recent Dealer Agreement entered into between Seller and Comfort Financial Services, LLC.

Seller: Production Heating & Cooling, Inc. Dated: _____
(Dealer / Company Name)

By: _____

Initials



Phone 866.866.1331 • Fax 866.866.1334

P.O. Box 1197 • Evansville, IN 47706

Certificate of Completion

Notice to Buyer: Do not sign this certificate until you have read it and all the statements made by you are true and correct.

I (We) the undersigned Buyer(s) hereby:

A. Certify that all goods and/or services sold to me (us) by Production Heating & Cooling, Inc. (the "Seller/Contractor") under a Retail Home Improvement Installment Contract dated _____ (the "Contract") have been furnished and performed completely in accordance with the terms of the Contract, and to my (our) satisfaction.

B. Acknowledge and understand that (1) the Contract evidences my (our) indebtedness.

C. Acknowledge that I (we) have not exercised any right to rescind, cancel or otherwise invalidate the indebtedness evidenced by the Contract available under applicable state or federal law.

Account #: _____ Johnathan Q Test JR **X** _____
Buyer #1 Name Printed Buyer #1 Signature

Date: _____ Jane Q. Test **X** _____
Buyer #2 Name Printed Buyer #2 Signature

Certificate of Seller/Contractor

The undersigned hereby represents and certifies to any assignee that:

A. All the goods and services provided for in the Contract have been delivered and performed in a workmanlike manner and in accordance with the terms of the Contract.

B. All debts for labor, material, license fees, permits, inspection fees and other bills pertaining to the Contract have been or will be within 30 days paid in full. All liens or claim or rights of lien arising out of the Contract have been waived and released and there is no outstanding indebtedness which might result in a lien on the property improved as a result of the Contract.

Date: _____

Seller/Contractor: Production Heating & Cooling, Inc.

By: _____
Authorized Representative