### **Credit Card Application**

## Please Tell Us About Yourself (Complete if applying for single or joint credit)\*:

First Name:	MI:	Last Name:				
E-mail Address:						
Social Security Number:						
Home Phone:	Cell Phone:	Но	ow Long At	Address:		
Current Address:						
City:						
Previous Address:	City:		State:	Zip:		
Employer Name:	Position:		Но	w Long: _		
Business Address:		Business Phone:				
**Annual Income: **(Alimony, child support or sepa for repaying this obligation).  Relative not living with you:	rate maintenance income need no	ot be revealed if yo	u do not wisl			
Joint Applicant (Complete o		• •	,			
First Name:						
Date of Birth:						
Current Address:						
Employer:	Business Address:			····		
Business Phone: **(Alimony, child support or sepa for repaying this obligation).	Position:	ot be revealed if yo	Annual Inco u do not wish	ome**: 1 to have it c	onsidered as a basis	
Your Signature: If this box is cand all credit extended under the Acthat the information provided in this for this Account, including disclosur Credit Agreement ("Agreement"), was Application, should this Application	count. By signing below, I (we) re Application is true and correct; that the of key rate provisions; and that I which is incorporated by reference in	present that we are t I (we) have each in (we) agree to be book	each 18 or ole read the sumn und by the ter	der and a US nary of the ke ms of the Ba	citizen or legal resident; ey terms and conditions iley & Galyen Installment	
Applicants Signature:	· · · · · · · · · · · · · · · · · · ·	<u></u>	Date:			
Co-Applicants Signature:			Date:			

To find out about changes in the information in the summary of the key terms and conditions of the Account accompanying, write us at P.O. Box 2086, South Hackensack, NJ 07606-0686. State law requires us to give you the following notices: You give us permission to request a consumer report from consumer reporting agencies in considering this Application and subsequently for the purpose of an update, renewal or extension of credit or reviewing or collecting the Account. Upon your request we will inform Applicant of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to Applicant. \*To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

# We appreciate the opportunity to serve you with the Bailey & Galyen credit card

PLEASE KEEP THIS IMPORTANT SUMMARY OF THE KEY TERMS & CONDITIONS WITH YOUR RECORDS. This credit card account ("Account") is offered and credit cards are issued by RAI Credit, LLC, Hackensack, NJ. Provided your Application is approved, the complete terms applicable to the Account will be furnished to you in the Cardholder Agreement. In the following disclosures, "we," "our," and "us" refer to RAI credit LLC, and "you" and "your" refer to the person applying for an Account, each person to whom we issue a card at your request, and anyone else who uses your card with your consent.

Below are the rates, fees and terms associated with this Account offer:

Annual Daniel Control of the Paris and terms associated with this A				
Annual Percentage Rate (APR) for Purchases	18.00%, Except 5.5% in AR			
Promotional (APR) for Purchases	0% (0% monthly periodic rate) for Accounts for 90 days after purchase date, if offered			
Fees for Issuance or Availability of Credit	None			
Grace Period for Repayment of Balances for Purchases	A minimum of 25 days if the total New Balance is paid in full each month by the payment due date on your periodic billing statement and there is no balance at the beginning of the billing period.			
Method of Computing Balance for Purchases	Average Daily Balance (including new purchases) in all states except MN & NM.			
Minimum Finance Charge	\$0.50 except none in AR, DC, HI, IA, IL, MD, NE, NC, NM, and RI.			
Transaction Fee for Foreign Currency Transactions	None			
Transaction Fee for Purchases	None			
Transaction fee for cash advances, and fees for paying late, returned check, or exceeding the credit limit	Transaction fee for cash advances: None Late payment fee: \$0.00 to \$10.00, 0% to 10% of installment as permitted by law; varies from state to state.  Over the credit limit fee: None Returned Check fee: \$20.00 or as permitted by law.			

### **RETAIL INSTALMENT CREDIT AGREEMENT - SUMMARY OF KEY TERMS**

**Grace Period/cost of Credit:** No Finance Charge will be imposed in any monthly billing period (a) in which there is no balance at the beginning of the billing period (the "Previous Balance" shown on your monthly statement) or (b) in which payments received and credit issued, within 25 days after the closing date shown on your monthly statement, equal or exceed the balance at the beginning of the billing period. If we do not receive the full amount due (the "New Balance" shown on your monthly statement) within 25 days after the closing date shown on your statement, a Finance Charge will be imposed, computed on the outstanding Average Daily Balance from month to month, by applying the monthly periodic rate of 1.50% (ANNUAL PERCENTAGE RATE 18.00%), subject to the exceptions shown above. A minimum FINANCE CHARGE of \$0.50 will be imposed each month in which a Finance Charge is imposed (except none in AR, DC, HI, IA, IL, MD, NE, NC, NM, and RI). and the Finance Charge resulting from application of the above stated monthly periodic rate would be less than \$0.50.

**Method of Computing Finance Charge:** We figure the Finance Charge on your Account by applying the above-stated monthly periodic rate(s) to the "Average Daily Balance" of your Account (including current transactions, except in MN and NM, where we exclude current transactions). To get the "Average Daily Balance," we take the beginning balance of your Account each day, add any new purchases, and subtract any payments and credits, any Returned Check Fee, Late Payment Fee and any unpaid Finance Charge. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Balance."

**Returned Check Fee:** If any check sent to us in payment on your Account is returned to us unpaid by the bank, we may charge you a Returned Check Fee of \$20.00; except \$15.00 in CA, MD, MO, and TX, to cover our collection costs, or such lesser amount as may be authorized by law, and you agree that we may add such fee to the balance due in your Account.

Late Payment Fee: Except in CT, DE, NM, SD, TN or VT, where no Late Payment Fee is imposed, if your minimum monthly payment is not received by us within 10 days after it is due (5 days after it is due in AK, HI, IA, MD, NV, NY, OH, OR, UT, VA, WA, and WI; more than 10 days in MI; 15 days in ID, MA, ME and RI; 21 days in TX; 30 days in IA and NC; 34 days in PA), we may impose a Late Payment Fee. The Late Payment Fee will be \$10, except in the following states the Late Payment Fee will be: \$5 if minimum payment is \$25 or less in AZ, KS, and MO, or if the account balance is less than \$100 in NC; \$15 in CO, DC, and IA; \$5 in HI; the greater of 5% of the amount past due or \$10 in AL (not to exceed \$100), ID, KY, or WY; \$10 on minimum payments up to \$200, 5% on minimum payments over \$200 in IL; \$15.50 in IN; lesser of 5% of amount past due or \$15 in LA; lesser of 10% of account balance or \$10 in MA; greater of 5% of amount past due or \$5 in NE; lesser of 5% of amount past due or \$5 (\$1.00 minimum in WV) in AR, NH, SD, WV; greater of 5% of amount past due or \$17 in OK; \$12 in PA and RI; 5% of the amount past due (\$5.20 minimum;\$13 maximum) in SC; greater of 5% of amount past due or \$30 in UT; 10% of average balance if less than \$100 or \$10 in WA; 5% of late installment in VA. We will add any Late Payment Fee to the balance due in your Account. Indiana residents: the amount of the \$15.50 Late Payment Fee is subject to change as provided in the Indiana Code §24-4.5-1-106.

**Credit Investigations**: You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, extension of credit or reviewing or collecting the Account. Upon your request we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information. **A negative credit report reflecting on** your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

Change in Agreement Terms: We have the right at any time to limit or terminate the use of your Account and raise or lower your credit limit without giving you notice in advance. We may change any term of this Agreement, including the rate at which or manner in which Finance Charges are calculated, in our sole discretion, upon such notice to you as is required by law. If permitted by applicable law, any new terms may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OR 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. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

#### **Notices**

By responding to this offer you are authorizing us to obtain credit reports about you, both now and in the future, for any legitimate business purpose associated with the Account or request for an Account, including but not limited to reviewing, modifying, renewing or collection on your Account.

California Residents: A married applicant may apply for a separate Account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**New York, Rhode Island and Vermont Residents:** Consumer reports may be requested in connection with the processing of this application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports. For New York residents, you may contact the New York State Banking Department (1-800-518-8866) to obtain a comparative list of credit card rates, fees and grace periods.

Kentucky Residents: You may pay the unpaid balance of your Account in whole or in part at any time.

**Delaware Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**Ohio Residents:** The Ohio laws against discrimination require creditors to make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with these laws.

**Married Wisconsin Residents:** Your signature on the Application confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

The information about the costs of the card described in this solicitation is accurate as of 11/30/2009. This information may have changed after that date. To find out what may have changed, call us at 1-866-478-4506 or write to us at P.O. Box 2086, South Hackensack, NJ 07606-0686