



**LOAN CONTRACT SECURED BY
PLEGDED PROPERTY - NOT A SALE**

Pawnbroker



STORE COPY

NON NEGOTIABLE

**NO GOODS SHOWN UNTIL
PAID FOR.
NO CHECKS ACCEPTED**

LOST TICKET CHARGE

Transaction
Date

CHARGE FOR NOTICE SENT

Loan
Date

**Loan
No.**

MATURITY DATE Date this loan is due.	You are giving a security interest in the following pledged property.
AMOUNT FINANCED The amount of cash or credit given directly to you.	
FINANCE CHARGE The dollar amount the credit will cost you.	
TOTAL OF PAYMENTS Amount required to redeem pledged property on the Maturity Date.	
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	
MILITARY ANNUAL PERCENTAGE RATE (MAPR): The cost of your credit as a yearly rate.	
PREPAYMENT: Interest is calculated on a monthly basis and savings may be made by paying off the loan on or prior to monthly anniversary dates.	
PAYMENT SCHEDULE: This is a single payment contract with the "TOTAL OF PAYMENTS" amount due upon the "MATURITY DATE".	

READ CAREFULLY THE ENTIRE CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS.

SCHEDULE OF CHARGES	We must return your property within two business days if your property is stored off premises. Your pawned property will be stored ON <input type="checkbox"/> OFF <input type="checkbox"/> premises. Borrower's Name & Address:
On or Before Amount Due	
On or Before Amount Due	
On or Before Amount Due	
On or Before Amount Due	
On or Before Amount Due	
On or Before Amount Due	

You are agreeing to be notified that your loan(s) have become delinquent using alternate methods:

The above mailing address (default)

The following email address _____

The following cell phone number _____

This information is protected by our privacy policy, and may also be used to send you updates regarding store promotions. Please contact Pawnbroker to change your notification preferences.

Explanation of Finance Charges	Interest	Loan Writing Fee	Storage Fees	Firearms Fees	Misc.

DELIVERY OF PLEDGED PROPERTY WILL BE REFUSED WITHOUT LOAN TICKET PROPERLY SIGNED BY BORROWER

Borrower warrants that all personal information has been removed from the property being pledged. This includes but is not limited to personal information stored on computers, laptops, PDAs, cell phones and tablet pads. If Borrower fails to remove his or her personal information from the property being pledged, Pawnbroker shall not be responsible for any unforeseen or inappropriate use of it. Firearms may only be redeemed in person, with proper identification. Information requests in writing must provide the contract number and include a self-addressed, stamped envelope. Borrower shall notify Pawnbroker of change to address, email address, or phone number by means acceptable to the Pawnbroker.

VERBAL AGREEMENTS FOR ADDITIONAL DAYS ARE NOT BINDING

In compliance with the Military Lending Act, we are required to determine if you are a "Covered Member" under the terms of the Act. Please check which one best describes your military status. Warning: It is important to fill out this form accurately.

I am not Active-Duty Military or Military Dependent.

I am Active-Duty Military or Military Dependent, and acknowledge that the Pawnbroker has orally disclosed to me a statement of the MAPR and a clear description of my payment obligation.

YOU MAY REDEEM THE PROPERTY YOU HAVE PLEDGED AT ANY TIME UNTIL THE CLOSE OF BUSINESS ON . TO REDEEM YOU MUST PAY THE AMOUNT OF THE LOAN AND THE APPLICABLE CHARGES WHICH HAVE ACCRUED THROUGH THE DATE ON WHICH YOU REDEEM.

By digitally or physically signing this contract, I represent and warrant under penalty of perjury that all information I have provided is true and correct; I am the owner of, or have the authority of the owner, to pledge the Pledged Property; I have read, understand, and agree to all terms and conditions on the front and back of this contract; that all blanks were filled in prior to my signing; and that the Pledged Property will be stored in accordance with the terms stated in this contract.

NOTICE: SEE REVERSE SIDE

X

Borrower's Signature

Date

ALL INFORMATION STRICTLY CONFIDENTIAL • NO INFORMATION GIVEN VIA PHONE



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The amount of cash or credit given directly to you.

FINANCE CHARGE
The dollar amount the credit will cost you.

TOTAL OF PAYMENTS
Amount required to redeem pledged property on the Maturity Date.

ANNUAL PERCENTAGE RATE
The cost of your credit as a yearly rate.

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The cost of your credit as a yearly rate.

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We must return your property within two business days if your property is stored off premises. Your pawned property will be stored ON OFF premises.

On or Before
Amount
Due

Borrower's Name & Address:

On or Before
Amount
Due

On or Before
Amount
Due

On or Before
Amount
Due

You are agreeing to be notified that your loan(s) have become delinquent using alternate methods:

- The above mailing address (default)
- The following email address _____
- The following cell phone number _____

On or Before
Amount
Due

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YOU MAY REDEEM THE PROPERTY YOU HAVE PLEDGED AT ANY TIME UNTIL THE CLOSE OF BUSINESS ON _____ . TO REDEEM YOU MUST PAY THE AMOUNT OF THE LOAN AND THE APPLICABLE CHARGES WHICH HAVE ACCRUED THROUGH THE DATE ON WHICH YOU REDEEM.

By digitally or physically signing this contract, I represent and warrant under penalty of perjury that all information I have provided is true and correct; I am the owner of, or have the authority of the owner, to pledge the Pledged Property; I have read, understand, and agree to all terms and conditions on the front and back of this contract; that all blanks were filled in prior to my signing; and that the Pledged Property will be stored in accordance with the terms stated in this contract.

NOTICE: SEE REVERSE SIDE

FOR REDEMPTION: I hereby acknowledge receipt of my Pledged Property as described above and release the Pawnbroker under the terms and conditions set forth herein.

Redemption Signature **X** _____ Date _____

ALL INFORMATION STRICTLY CONFIDENTIAL • NO INFORMATION GIVEN VIA PHONE



LOAN CONTRACT SECURED BY PLEDGED PROPERTY



Date _____

Borrower's Signature _____

Original Borrower's Right Thumb Print

LOST PAWN TICKET STATEMENT: This is to certify that my pawn ticket was lost, destroyed, stolen (Circle proper word) and that I have received my pledged property without ticket upon my signature, and hold no further claim upon the Pawnbroker.

Per California Financial Code (CFC) § 21203, the term "month" means a period of time consisting of 30 consecutive calendar days. INTEREST CHARGE: One month's interest may be charged for any part of the month in which pawned property is redeemed, including the 10-day notice ("grace") period required under CFC § 21201. Per CFC § 21200.5, the maximum interest charges for the first three (3) months are:

Table with 4 columns: Loan Amount, Max. Interest Charge, Loan Amount, Max. Interest Charge, Loan Amount, Max. Interest Charge. Rows show interest rates for loan amounts up to \$2,499.99.

Per CFC § 21200, after the first three (3) months the maximum interest charge for loans between 1¢ to \$2,499.99 will be 3% per month on the Loan Amount or a minimum charge of \$3.00, whichever is greater. LOAN WRITING FEE: \$ 5.00 may be charged for each loan written or 3% of the Loan Amount, whichever is greater with a maximum of \$ 30.00, per CFC § 21200.1. STORAGE CHARGES: A \$ 1.00 Minimum or 1 cu. ft. up to 3 cu. ft. = \$ 5.00; 3 cu. ft. up to 6 cu. ft. = \$ 10.00; 6 cu. ft. = \$ 20.00 plus \$ 1.00 for each cu. ft. in excess of 6 cu. ft., per CFC § 21200.6. NOTIFICATION FEE: A maximum of \$ 3.00 may be charged for each notice sent, per CFC § 21201.2. LOST TICKET VERIFICATION FEE: Maximum of \$ 10.00 may be charged for each lost ticket, per CFC § 21201.1. FIREARM CHARGE: \$ 4.00. FIREARMS will be released only to the Borrower and proper identification will be required. LOAN CHARGES DO NOT INCLUDE HANDLING OF PLEDGED PROPERTY OUTSIDE OF OUR PREMISES. SHIPMENT OF PROPERTY IS DONE SOLELY AT THE DISCRETION OF THE PAWNBROKER AND AT PAWNBROKER'S RATES: Minimum charge for packing is \$ 10.00 plus shipping and insurance if desired. No property sent COD.

Borrower hereby grants Pawnbroker a limited, special power of attorney to correct any clerical errors. Federal law provides important protections to members of the Armed Forces and their dependants relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent.

The Borrower is a "Covered Member" of the Military Lending Act by being a member of the armed forces who is (i) on active duty under a call or order that does not specify a period of 30 days or less; or (ii) on active Guard and Reserve Duty; or, by being a dependent of a Covered Member because they are: (i) the spouse of a Covered Member; (ii) the child of a Covered Member who are under the age of 21 or meet other certain conditions; (iii) the parent or parent-in-law of a Covered Member residing in the Covered Member's household who are (or were, at the time of the Covered Member's death, if applicable) dependent on the Covered Member for more than one-half his or their support; or (iv) an unmarried person who is not a dependent of a Covered Member over whom the Covered Member has custody by court order and who meets certain other conditions. The additional conditions referenced hereinabove are listed in 10 USC 1072(A).

No right, title, or interest in this contract and/or the Pledged Goods shall be assigned, encumbered, or transferred in any way by Borrower to anyone while the Pledged Property is in the possession of Pawnbroker. Any such assignment or transfer is void. Borrower agrees to indemnify Pawnbroker and its owners, employees, directors, shareholders, successors, assignees, agents, attorneys, and all other representatives and hold them harmless from any and all claims, demands, liens, suits, losses which arise out of or relate to this contract, or any claim of interest in, to, or regarding the Pledged Property.

Borrower represents and warrants that: (i) Borrower is sole owner of the Pledged Goods; (ii) there are no claims, liens, encumbrances, or rights of any other person, including Borrower's spouse, or entity in or to the Pledged Goods; (iii) Borrower does not have possession of the Property through consignment, on memo, or lease from another party; (iv) there are no Uniform Commercial Code UCC-1 or UCC-3 filings with regard to the Pledged Goods; (v) Borrower has not received the Pledged Goods through fraud, or in exchange for a check which was later dishonored, or through a credit card purchase that was later dishonored or unpaid. Borrower also represents and warrants that he/she has not filed for bankruptcy within the past twelve (12) months nor does he/she intend to file for bankruptcy within the next twelve (12) months. If Borrower does or has filed for bankruptcy within the aforesaid period, Borrower will have been deemed to have sold and transferred all right, title and interest in the Pledged Goods to Pawnbroker as of the date of this contract was first executed by Borrower in exchange for a contemporaneous release of Borrower's obligation under this contract. Borrower acknowledges that such a sale is at a fair and reasonable price and for a reasonable equivalent value. Neither Borrower nor anyone on Borrower's behalf shall assert that the sale was a fraudulent conveyance or a preferential transfer, and Borrower hereby waives any such claim. Pawnbroker is not liable to the Borrower or anyone else for any loss arising out of a delivery made in compliance with this contract, or for disclosing to anyone any information relating to any transaction that Borrower has or had with Pawnbroker, including, without limitation, the terms or existence of any loan. Borrower does hereby indemnify and hold Pawnbroker harmless and hereby agrees to and shall defend and indemnify Pawnbroker, from, against and with respect to any and all claims which may arise out of or by reason of any breach of any representation or warranty made in this contract.

The description on reverse side is based on a quick visual inspection. Pawnbroker does not warrant that the Pledged Property is of the exact size, dimension, weight, carat, color, cut, value or any other characteristic set forth therein. Unless specified, Pledged Property described is used, having normal wear and tear with scratches and dents. It is agreed and understood that the Pawnbroker does not insure Pledged Property for the benefit of the Borrower and is not liable for loss or damage to the Pledged Property resulting from burglary, theft, embezzlement, robbery, moths, fire, water, typical wear and deterioration resulting from handling and storage, acts of God, public enemy (ex. major riot) and/or other causes. The Pawnbroker shall be liable only when a loss is directly attributable to the Pawnbroker's gross negligence or willful misconduct. If the Pawnbroker is found liable to the Borrower, as liquidated damages, the Pawnbroker shall not be liable for more than two times the Loan Amount. Borrower agrees that the actual damages would be impractical or difficult to fix and that the liquidated damage amount is fair and reasonable under the circumstances.

The parties hereto agree that if any clause of this contract is held unconscionable, contrary to law, or in any other manner unenforceable, the balance of the contract shall remain in full force and effect. If either party brings legal action to enforce its rights under this agreement, the prevailing party will be entitled to recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal. This Agreement is, and shall for all purposes be deemed, construed and determined to have been made in the County within California where it was signed by Borrower, and shall in all respects and for all purposes be governed by and construed in accordance with the laws of the State of California.

This is a single term non-renewable loan contract, payment of charges will not extend the period of this loan contract. In connection with a new replacement loan under CFC § 21201.5, Pawnbroker may accept Borrower's payment of interest due on the loan contract at any time (including, but not limited to, during the term of the loan contract, during the Grace Period, or any extension thereof). If Borrower submits and Pawnbroker accepts the interest payment, Borrower and Pawnbroker agree to be bound by all the terms and conditions of the new replacement loan. If Borrower makes the interest payment and any other applicable charges by any method other than in-person, then the act of making such payment and the issuance of a new loan contract by Pawnbroker shall irrefutably constitute a new and binding contract. Payment of any such interest and/or applicable charges may be made by the Borrower in person, through personal delivery by an authorized representative of Borrower, by mail service, by wire transfer, or by any other form of payment that is acceptable to Pawnbroker. If payment is insufficient or otherwise unacceptable to Pawnbroker, Pawnbroker shall return the payment in the same manner in which it was delivered to Pawnbroker, and in such event, Pawnbroker shall be under no obligation or duty to make or enter into a replacement loan contract.

Pawnbroker reserves the right to 24 hours (48 hours if stored off premises) notice of intention to redeem. Pledged Property may be redeemed at any time during the period defined above or during the "grace" period (see below). For redemption, the Borrower will be required to pay in addition to the Loan Amount all interest and fees as outlined above. Partial payment does not extend the loan period. If the Pledged Property is not redeemed before the Maturity Date, the Pawnbroker shall notify the Borrower by the method indicated by the Borrower, addressed to Borrower's last known address/email address/phone number, of termination of the loan contract and extending the right of redemption for a period of 10 days (the "Grace Period") from the date of sending such notice per CFC § 21201. If the Pledged Property is not redeemed by the Maturity Date plus Grace Period, the Pawnbroker will become vested with all rights and title to the Pledged Property.

Delivery of the Pledged Goods may be refused without a loan ticket containing a signature bearing the Borrower's signature and name that matches to the Pawnbroker's satisfaction. Unless Pawnbroker agrees in writing, no spouse or anyone else may act as an agent for or representative of Borrower. Pawnbroker reserves the right to refuse to release the Pledged Goods to anyone other than the original Borrower, even if someone other than the Borrower presents the Borrower's signed copy to Pawnbroker for redemption of the Pledged Goods. If someone other than the Borrower does present the Borrower's signed copy to Pawnbroker for redemption of the Pledged Goods and provides Pawnbroker with adequate evidence of ownership, Pawnbroker may, but is not required to, release the Pledged Goods to such person, but in such an event, Pawnbroker shall not be liable to Borrower for any loss claimed by Borrower and/or its heirs, assigns, representatives or anyone else.

This Agreement contains the full, complete and entire agreement of the parties hereto relating to the subject matter hereof. This Agreement may be altered, amended, modified or otherwise changed in any respect only by way of a writing duly executed by both Borrower and Pawnbroker.

Customer Privacy Notice: We collect nonpublic personal information about you as a consumer, customer or former customer from the following sources: information we receive from you on our pawn forms, loan documents, sales documents, or other forms; information about your transactions with us, our affiliates, or others. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except to our affiliates and as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain safeguards that restrict access to your nonpublic personal information.