

**FILED**  
DEPARTMENT OF BANKING AND FINANCE  
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Title 50 - DEPARTMENT OF BANKING AND FINANCE

Chapter 1 - DISCLOSURE REQUIREMENTS FOR CONSUMER RENTAL PURCHASE AGREEMENTS

001 Scope and Application. By authority delegated to the Department, in the Consumer Rental Purchase Agreement Act, to promulgate rules, the Director finds that consumer rental purchase agreements may be substantially in the form of the model agreement contained in this rule.

002 Required Terms and Type-set. The "Rental Purchase Disclosures" specified herein must be set forth in not less than eight-point standard type. The "Notice to Consumer" must be placed either immediately above or adjacent to the place for the signature of the consumer, in boldface, ten-point type.

003 Additional Terms. A Lessor's form may include additional terms of agreement not included in the model form, provided that all such terms comply with the Consumer Rental Purchase Agreement Act and any other applicable state or federal laws, and provided that they do not detract from or contradict the required disclosures and terms of the agreement. All terms must be written in clear, plain language.

004 Nebraska Model Form. See attached pages 2 through 6 of this rule. As this entire document is set forth in larger-than-ten-point type, pages 2 through 6 can be photocopied for actual use.

APPROVED

OCT 24 1990

*Ray A. Orr*  
RAY A. ORR, GOVERNOR

APPROVED  
ROBERT M. SPIRE  
ATTORNEY GENERAL

AUG 3 1990

BY *Robert M. Spire*  
Assistant Attorney General

[Nebraska Model Form]

NEBRASKA CONSUMER RENTAL PURCHASE AGREEMENT

Date: \_\_\_\_\_ Agreement No.: \_\_\_\_\_

Name of Lessee(s): \_\_\_\_\_

Address: \_\_\_\_\_

Name of Lessor: \_\_\_\_\_

Address: \_\_\_\_\_

RENTAL PURCHASE DISCLOSURES

The following disclosures are required by the Nebraska Consumer Rental Purchase Agreement Act to help you understand the terms of your rental purchase agreement.

1. DESCRIPTION OF LEASED PROPERTY

<u>ITEM</u>	<u>QTY</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>YEAR</u>	<u>NEW</u>	<u>USED</u>
_____						
_____						

\*It is not a violation of the Consumer Rental Purchase Agreement Act to designate new property as used.

2. CASH PRICE . . . . . \$ \_\_\_\_\_

This is the price at which we would sell the leased property listed above to a buyer for cash on the date of this agreement. Note: To the extent this Agreement involves a lease for two or more items, this figure is an aggregate cash price of all items.

3. TOTAL AMOUNT . . . . . \$ \_\_\_\_\_

This is the total amount of all initial and periodic payments and other charges to acquire ownership of the property pursuant to this agreement. This total does NOT include other charges such as late fees. See DISCLOSURE Number 11, below, for an explanation of these charges.

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If you rent monthly, you will make \_\_\_\_\_ monthly payments of \$\_\_\_\_\_ per month.

If you rent weekly, you will make \_\_\_\_\_ weekly payments of \$\_\_\_\_\_ per week.

Payments will begin on the \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, and each renewal will be due on the \_\_\_\_\_ of each \_\_\_\_\_.

4. INITIAL PAYMENTS

Total: \$\_\_\_\_\_

Itemized:	A)	\$_____
	B)	\$_____
	C)	\$_____

Note: This is the amount that must be paid before you are contractually bound or before you receive the property, whichever is later. (See also DISCLOSURE Number 11, below).

5. OWNERSHIP

You will not own the property until you have made the stated number of payments and the total dollar amount of payments necessary to acquire ownership, unless you exercise the early purchase option. (See DISCLOSURE Number 3, above, and DISCLOSURE Number 10, below).

6. LIABILITY

You are responsible for the fair market value of the property if it is lost, stolen, damaged, or destroyed.

7. TERMINATION PROVISION

You may terminate this agreement without penalty by voluntarily surrendering or returning the property upon expiration of any lease term.

8. REINSTATEMENT PROVISION

A. If you fail to make a timely rental payment, you may reinstate this agreement without losing any rights or options by paying all past-due rental charges, the reasonable costs of pickup, redelivery, and any refurbishing, and any applicable late fee within five

business days of the renewal date (if you pay monthly), or within three business days of the renewal date (if you pay more frequently than monthly).

B. You may also reinstate this agreement during a period of not less than thirty days after the date of the return of the property if you promptly return or surrender such property at the request of the Lessor or its agent. In the event you have paid not less than sixty percent (60%) and not more than eighty percent (80%) of the amount called for under this contract to obtain ownership, your reinstatement period shall be extended to a total of ninety days after the date of the return of the property. In the event you have paid eighty percent (80%) or more of the amount called for under this contract to obtain ownership, your reinstatement period shall be extended to a total of one hundred eighty days after the return of the property.

Note: The Lessor is not prevented from attempting to repossess property during the reinstatement period, but such repossession will not affect your right to reinstate. Upon reinstatement, the Lessor shall provide you with the same property or substitute property of comparable quality and condition.

9. MAINTENANCE/SERVICING

THE LESSOR       YOU

The above party is responsible for maintaining or servicing the property while it is being leased. This responsibility includes the following: \_\_\_\_\_

If any part of a manufacturer's warranty covers the leased property at the time you acquire ownership of the property, such warranty will be transferred to you, if allowed by the terms of the warranty.

10. CONSUMER'S OPTION TO PURCHASE

At any time after the first periodic payment is made, you may acquire ownership of the property by tendering fifty-five percent (55%) of the difference between the total of payments necessary to acquire ownership and the total of lease payments you have paid on the property.

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This amount can be determined as follows:

(TOTAL AMOUNT\*) - (AMOUNT YOU'VE ALREADY PAID) X 55% = Early buy-out option price.

\* See DISCLOSURE number 3, above.

11. OTHER CHARGES

Any additional charges listed under the terms of the agreement are made at the lessor's option, and must be included in the agreement only to the extent applicable. Only those additional charges actually disclosed in the agreement may be assessed. Lessors may determine the actual amounts to be disclosed and assessed for applicable additional charges so long as the statutory maximums for each charge are not exceeded.

A. Administrative Fee. The lessor may contract for and receive an initial nonrefundable administration fee of not more than ten dollars. The administrative fee which will apply to this agreement is \$\_\_\_\_\_. (If no such fee is applicable, lessor shall so indicate).

B. Security Deposit. The security deposit which will apply to this agreement is \$\_\_\_\_\_. (If no such deposit is applicable, lessor shall so indicate). The conditions under which all or a part of the deposit will be returned are as follows: \_\_\_\_\_

C. Delivery Charge. The lessor may contract for and receive a delivery charge of not more than ten dollars or, in the case of a consumer rental purchase agreement covering more than five items, a delivery charge of not more than twenty-five dollars. A delivery charge may not be assessed if an administrative fee will be charged (See DISCLOSURE 11.A., above). A delivery charge may only be assessed if the Lessor actually delivers the items to the place designated by the Consumer. The delivery charge which will apply to this agreement is \$\_\_\_\_\_. (If no such fee is applicable, Lessor shall so indicate).

*[Handwritten Signature]*  
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D. Late Fees. The parties may contract for late fees as follows:

i) Agreements with monthly renewal dates: A late fee of not more than five dollars may be assessed on any payment not made within five business days after the payment is due.

ii) Agreements with weekly or biweekly renewal dates: A late fee of not more than three dollars may be assessed on any payment not made within three business days after the payment is due.

The late fee which will apply to this agreement is \$\_\_\_\_\_.

**NOTE:** A late fee may be collected only once on any accrued payment no matter how long such payment remains unpaid. The late fee may be collected at the time it accrues or at any time thereafter. A late fee may not be assessed against a payment that is timely made even though an earlier late fee has not been paid in full.

NOTICE TO CONSUMER - READ BEFORE SIGNING

1. DO NOT SIGN THIS BEFORE YOU READ THE ENTIRE AGREEMENT, INCLUDING ANY WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

Lessee: (sign) \_\_\_\_\_ Lessor: (sign) \_\_\_\_\_

Lessee: (sign) \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED**  
ROBERT M. SPIRE  
ATTORNEY GENERAL

AUG 3 1990

BY *[Handwritten Signature]*  
Assistant Attorney General

**APPROVED**

OCT 24 1990

*[Handwritten Signature]*  
W. A. ORR, GOVERNOR