

Retailer Use Only		
Client # _____	Authorization # _____	Purchase Amount _____
Retailer ID # <u>577442184008103</u>	Store # _____	Amount of Credit Limit Requested _____
Retailer Name <u>Brown Squirrel Furn.</u>	Salesperson _____	Driver's License # _____
Retailer Phone # <u>8656931291</u>	Customer Acct. # _____	

Preferred Furniture Program Credit Card Account Application

3100P PFP 0309

APPLICANT INFORMATION (PLEASE PRINT)

Check Account Choice: Individual Joint

First Name	M.I.	Last	Date of Birth	
Physical Street Address			Apt. No. and P.O. Box (if any)	
City	State	Zip Code	Home Phone No. ()	Cell Phone No. ()
E-mail Address (optional)			By providing my e-mail address, I consent to receive e-mail communications from you about my account, and I authorize you to provide my e-mail address to Preferred Furniture Program so I can receive special offers and announcements.	
Employer	Social Security No.	Work Phone No.	*Annual Income	
	- -	()	\$	

***INCOME NOTICE:** Income can include all sources. You need not disclose alimony, child support, or separate maintenance income if you do not wish it considered in determining credit worthiness.

CO-APPLICANT INFORMATION (PLEASE PRINT)

First Name	M.I.	Last	Date of Birth	
Physical Street Address (if different from Applicant's)			Apt. No. and P.O. Box (if any)	
City	State	Zip Code	Home Phone No. ()	Cell Phone No. ()
Employer	Social Security No.	Work Phone No.	*Annual Income	
	- -	()	\$	

***INCOME NOTICE:** Income can include all sources. You need not disclose alimony, child support, or separate maintenance income if you do not wish it considered in determining credit worthiness.

NOTE: If you are married and a Wisconsin resident, we are required by law to obtain the name and address of your spouse unless this is a joint application with your spouse.

Spouse Name: _____ Address: _____

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, U.S. FEDERAL LAW REQUIRES 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 AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

YOU ACKNOWLEDGE RECEIPT OF A COPY OF THE CREDIT CARD ACCOUNT AGREEMENT. YOU ACKNOWLEDGE THE EXISTENCE OF THE ARBITRATION AGREEMENT CONTAINED IN THE CREDIT CARD ACCOUNT AGREEMENT AND YOU SPECIFICALLY AGREE TO BE BOUND BY ITS TERMS.

YOU ACKNOWLEDGE RECEIPT OF A COPY OF THE WELLS FARGO FINANCIAL PRIVACY POLICY.

PLEASE REFER TO THE ATTACHED CREDIT CARD ACCOUNT AGREEMENT FOR ADDITIONAL INFORMATION ABOUT RATES, FEES AND OTHER COSTS.

SIGNATURE: Your signature means that you have read and agree to the attached terms of our Credit Card Account Agreement and our Arbitration Agreement. You acknowledge receipt of a copy of our Credit Card Account Agreement, our Arbitration Agreement and our Privacy Policy. You give us and we will retain a purchase-money security interest in goods purchased under this agreement.

If this credit application is for joint credit, you acknowledge that you intend to apply for joint credit that you both will use.

Signature of Applicant	Date	Signature of Co-Applicant	Date

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is between Wells Fargo Financial National Bank (collectively "Us" or "We" or "Our"), including our assignees, agents, employees, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors and successors, and the Borrower ("You" or "Your").

The parties agree as follows:

- (1) **RIGHT TO ELECT TO ARBITRATE:** Any party covered by this Agreement may elect to have any claim, dispute or controversy ("Claim") of any kind (whether in contract, tort or otherwise) arising out of or relating to your Credit Card Account Agreement, or any prior or future dealings between us, resolved by binding arbitration. If any party covered by this Agreement elects arbitration, that election is binding on all parties to this Agreement. A Claim may include, but shall not be limited to, the issue of whether any particular Claim must be submitted to arbitration, or the facts and circumstances involved with your signing of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement. Any such election may be made at any time. All parties agree that no party has to initiate an arbitration proceeding before exercising remedies of self-help repossession, non-judicial foreclosure, replevin or other similar remedies. In addition, any party covered by this Agreement retains the right to seek relief in small claims court for any Claim within the scope of the small claims court's jurisdiction. The filing of a lawsuit or the pursuit of other self-help remedies does not mean that any party has waived the right to subsequently elect to submit a Claim to arbitration.
- (2) **RULES:** If arbitration is elected, it will be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association on the internet at <http://www.adr.org> or from the American Arbitration Association at 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Any hearing will take place in the county of your residence. The arbitrator shall be neutral and any party may require that the arbitrator be a retired federal judge. The arbitrator shall apply all applicable law and shall provide a written decision that includes findings of fact and conclusions of law. Judgment upon the award issued by the arbitrator may be entered in any court having jurisdiction.
- (3) **CLASS CLAIMS OR CONSOLIDATED CLAIMS: THERE IS NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED AS A CLASS ACTION OR CONSOLIDATED WITH THE CLAIMS OF OTHER PERSONS.**
- (4) **FEDERAL ARBITRATION ACT:** The parties agree the Credit Card Account Agreement involves "interstate commerce" and shall be governed by the Federal Arbitration Act ("FAA"), Title 9, United States Code, and this Agreement shall be governed by the provisions of the FAA.
- (5) **FEES & COSTS:** If you start an arbitration proceeding, you agree to pay the initial filing fee required under the Rules up to a maximum of \$125. The American Arbitration Association may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees. We agree to pay for any part of the filing fee and any deposit required under the Rules in excess of \$125. We also agree to pay the costs of the arbitration proceeding. If we start an arbitration proceeding, we will pay the filing fee, any deposit required under the Rules, and the costs of the arbitration proceeding. Each party shall be responsible for their own attorney, witness, and expert fees and costs unless the Credit Card Account Agreement (or applicable law) provides otherwise.
- (6) **CALIFORNIA RESIDENTS ONLY:** In the event that Borrower is a California resident, this Arbitration Agreement shall apply only to disputes in which the Borrower seeks to recover for himself or herself an amount of money, not including attorney fees and costs, that exceeds the jurisdictional dollar limit of the Small Claims Court.
- (7) **LIMITATION OF RIGHTS: IF ARBITRATION IS ELECTED BY ANY PARTY UNDER THIS AGREEMENT: (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES; (C) YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND US; (F) IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID, THE INVALID PROVISION SHALL NOT AFFECT THE ENFORCEMENT OF ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT THAT IF PARAGRAPHS 3, 6 OR 7(C) ARE HELD TO BE INVALID, THEN THIS AGREEMENT SHALL BE NULL AND VOID IN ITS ENTIRETY.**

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO PURSUE A CLAIM IN COURT AND YOUR RIGHT TO HAVE A JURY TRIAL.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department 1-877-BANK-NYS (1-877-226-5697).

ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES	23.90%								
OTHER APRs	Cash Advance subaccount Standard APR: 23.90% Default APRs: Regular subaccount Default APR: 27.90% Cash Advance subaccount Default APR: 27.90% See explanation below.*								
VARIABLE RATE INFORMATION	Your APRs may vary. The Standard APR for your Regular subaccount, the Standard APR for your Cash Advance subaccount, the Default APR for your Regular subaccount and the Default APR for your Cash Advance subaccount are determined by adding percentage points to the prime rate. See explanation below**								
GRACE PERIOD FOR REPAYMENT OF BALANCES FOR PURCHASES	You have between 22 and 25 days inclusive after the billing date to repay your balance before a finance charge is imposed if the previous balance was zero or if the previous balance was paid in full by the Payment Due Date on the previous statement. No grace period on cash advances.								
METHOD OF COMPUTING THE BALANCE FOR PURCHASES	Average Daily Balance (including new purchases)								
LATE PAYMENT FEE	<table border="0"> <tr> <td>If New Balance disclosed on monthly statement is:</td> <td>late payment fee is:</td> </tr> <tr> <td>\$250.00 or less</td> <td>\$20.00</td> </tr> <tr> <td>\$250.01 to \$500.00, inclusive</td> <td>\$29.00</td> </tr> <tr> <td>Greater than \$500.00</td> <td>\$39.00</td> </tr> </table>	If New Balance disclosed on monthly statement is:	late payment fee is:	\$250.00 or less	\$20.00	\$250.01 to \$500.00, inclusive	\$29.00	Greater than \$500.00	\$39.00
If New Balance disclosed on monthly statement is:	late payment fee is:								
\$250.00 or less	\$20.00								
\$250.01 to \$500.00, inclusive	\$29.00								
Greater than \$500.00	\$39.00								
OVER LIMIT FEE	\$35.00								
CASH ADVANCE FEE	4% of each Cash Advance with a minimum of \$10.00								
ANNUAL FEE	None								
MINIMUM FINANCE CHARGE	None								

Returned Payment Fee – \$39.00
Convenience Payment Fee – \$10.00 per payment

* If at any time you fail to pay the Total Minimum Payment for your account when due for two consecutive billing cycles your regular subaccount and your Cash Advance subaccount may be subject to the Default APRs.
**Variable Rate: The APR is based on the prime rate, and changes quarterly. The prime rate is the highest prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, and October 1. For the regular subaccount, the Standard APR is the prime rate plus 19.90 percentage points, with a minimum Standard APR of 23.90%. For the Cash Advance subaccount, the Standard APR is the prime rate plus 19.90 percentage points, with a minimum Standard APR of 23.90%. For the regular subaccount, the Default APR is the prime rate plus 23.90 percentage points, with a minimum Default APR of 27.90%. For the Cash Advance subaccount, the Default APR is the prime rate plus 23.90 percentage points, with a minimum Default APR of 27.90%.