



My Leominster Credit Union Checking Account number is \_\_\_\_\_.

**The Application Disclosure information is provided on the attached Agreement.  
 Detach and save for your records.**

**APPLICANT** Complete the information below. Please print.

NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

SOCIAL SECURITY \_\_\_\_\_ HOME PHONE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DATE OF BIRTH (MM/DD/YY) \_\_\_\_\_

OWN OR RENT \_\_\_\_\_ YR/MO THERE \_\_\_\_\_ MONTHLY PAYMENT \_\_\_\_\_

EMPLOYER NAME AND ADDRESS \_\_\_\_\_

POSITION \_\_\_\_\_ YR/MO \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ GROSS MONTHLY SALARY \_\_\_\_\_

**CO-APPLICANT** Complete the information below. Please print.

NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

SOCIAL SECURITY \_\_\_\_\_ HOME PHONE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DATE OF BIRTH (MM/DD/YY) \_\_\_\_\_

OWN OR RENT \_\_\_\_\_ YR/MO THERE \_\_\_\_\_ MONTHLY PAYMENT \_\_\_\_\_

EMPLOYER NAME AND ADDRESS \_\_\_\_\_

POSITION \_\_\_\_\_ YR/MO \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ GROSS MONTHLY SALARY \_\_\_\_\_

**OTHER INCOME** You need not disclose income from alimony, child support or separate maintenance unless you wish to have it considered in the credit decision. List sources and monthly amounts (applicant or co-applicant). Verification may be requested.

APPLICANT'S OTHER INCOME \$ \_\_\_\_\_ SOURCES \_\_\_\_\_

CO-APPLICANT'S OTHER INCOME \$ \_\_\_\_\_ SOURCES \_\_\_\_\_

**CREDIT REFERENCES** Indicate here all debts owed. Include banks, retail stores, finance companies, credit unions and individual credit card payments. (If none, enter paid loan credit references. If additional space is needed, please attach a separate sheet. Check A for applicant or C for co-applicant.

	Original Amount	Unpaid Balance	Monthly Payment
<input type="checkbox"/> A			
<input type="checkbox"/> C	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> A			
<input type="checkbox"/> C	\$ _____	\$ _____	\$ _____

**SIGNATURE OF APPLICANT(S)**

**All Joint account holders must sign. Use additional applications if necessary.**  
 The statement is submitted to obtain credit and I/we certify that all information herein is true and complete. I/We also authorize Leominster Credit Union to verify or obtain further information as it may deem necessary concerning my/our credit standing. If this application is approved, the undersigned applicant(s) by signing or using the Overdraft Protection agree(s) that the applicant(s) will be bound by the terms and conditions of the Agreement, a copy of which I/we hereby acknowledge receipt of.

We intend to apply for joint credit. \_\_\_\_\_ APPLICANT INITIALS \_\_\_\_\_ CO-APPLICANT INITIALS

\_\_\_\_\_  
 SIGNATURE OF APPLICANT DATE

\_\_\_\_\_  
 SIGNATURE OF CO-APPLICANT DATE

**YOU HAVE TO SIGN THIS AGREEMENT IN ORDER TO OBTAIN LEOMINSTER CREDIT UNION OVERDRAFT PROTECTION AGREEMENT**

I, the undersigned, authorize the Lender to pay all or a portion of the debt incurred under my LEOMINSTER CREDIT UNION OVERDRAFT PROTECTION AGREEMENT with the Lender by periodically deducting from my LCU deposit account the Minimum Payment required under my LEOMINSTER CREDIT UNION OVERDRAFT PROTECTION AGREEMENT or such larger sums as the Lender and I may agree upon, when the same becomes due. This authorization shall not extend to any disputed item which I request the Lender not to so pay.

DATE \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF APPLICANT DATE

\_\_\_\_\_  
 SIGNATURE OF CO-APPLICANT DATE



Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Advances	<b>18.0%</b>
Paying Interest	You will be charged interest from the transaction date

Fees	
Annual fee	None
Late Payment	The lesser of <b>\$5.00</b> or <b>5%</b> of the outstanding payment

**How we will calculate your balance:** We use a method called “daily balance (including new advances).”

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided on the back of this agreement.

The undersigned (“Borrower”) has requested the above named institution (the “Lender”) to open a **Overdraft Protection Line of Credit Account (“Loan Account”)**, a revolving line of credit to be used in connection with the Borrower’s **Share Draft Account**. The Loan Account will permit the Borrower to borrow money from the Lender at any time or times to the extent of the unused portion (“Available Credit”) of the line of credit established by the Lender for the Borrower (“Maximum Credit Limit”). In consideration of the Lender’s agreement to open a Loan Account in the Borrower’s name, the Borrower agrees to the following terms and conditions:

- Making of Loans.** If at any time or times, payment of a draft drawn on the Borrower’s Share Draft Account, which the Borrower agrees to maintain with the Lender during the term of this Agreement, results or would result in an overdraft, the Lender shall have the right, without notice to the Borrower, to cause the Borrower’s Share Draft Account to be credited, and the Borrower’s Loan Account to be charged, with an advance which would be sufficient to cover such overdraft, even if such advance exceeds the then Available Credit. In addition, the Borrower may activate Overdraft Protection Credit by (1) delivering to the Lender a transfer order in such form as has been approved by the Lender or (2) by using Borrower’s telephone transfer service or other electronic transfer service if Borrower has entered into a telephone transfer service agreement with the Lender and requesting Lender to advance a sum specified therein, or (3) by any electronic method that has been approved by the Lender, not exceeding the amount of the Borrower’s then Available Credit, which sum shall be credited to the Borrower’s Share Draft Account and charged to the Borrower’s Loan Account. If the amount of the Borrower’s Available Credit is less than the amount specified in any transfer order, (whether made in writing, by telephone or electronically), the Lender may, in its sole discretion, either refuse to advance, or advance, the amount specified, and any such advance shall be subject to all the terms and conditions hereof.

Every advance made by the Lender pursuant to this Agreement, and charged to the Borrower’s Loan Account, will constitute a loan to the Borrower.

In addition, the Lender may at any time or times cause the Borrower’s Share Draft Account to be credited and the Borrower’s Loan Account to be charged with such amounts as may be required to cover repayment as described in the repayment section of this Agreement, if the Share Draft Account does not contain sufficient collected funds for such repayment.
- Monthly Statements.** The Lender will mail at the end of each monthly cycle a statement to the Borrower at his/her last known address, or such other address as the Borrower may designate in a written notice actually received by the Lender, which statement will show with respect to such period: the previous balance; Overdraft Protection Credit Loans made; payments received by the Lender and finance charges imposed, if any; the new balance; the minimum payment due; and the Borrower’s then Available Credit hereunder.
- Interest Charge.** The Borrower shall pay an interest charge on all loans made hereunder at a **daily periodic rate of 0.49315% which is an ANNUAL PERCENTAGE RATE of 18.0%**. The interest charge is computed daily by multiplying the daily periodic rate by the balance subject to interest charge in the Borrower’s Loan Account at the end of each day. The interest charge for the billing cycle is determined by adding together all of the daily interest charges for the billing cycle. The balance subject to interest charge in Borrower’s Loan Account for any given day is determined by adding to the previous day’s ending balance any overdraft protection loan or miscellaneous charges and subtracting from the previous day’s ending balance any payments made by the Borrower or miscellaneous credits. Interest charges are added to the Borrower’s Loan Account monthly on the closing date of the billing cycle, but such interest charges are never added to the balance on which interest charges are computed, whether such interest charges are current or carried over from a prior billing cycle. Loans are subject to interest from the date that the proceeds are advanced until the date that they are paid in full. There is no free period during which a loan may be repaid without incurring an interest charge. The Annual Percentage Rate includes only interest and not other costs.
- Repayment Terms.** Except as hereinafter otherwise provided in this paragraph, or in paragraph 6 hereof relating to default, the Borrower will pay to the Lender, on or before the first calendar day of the month immediately following the date the statement was rendered to the Borrower by the Lender, which period will be at least 21 days, and on account of the Borrower’s obligations hereunder, an amount set forth in each such statement which shall be equal to 6.50% of the outstanding balance, the outstanding principal balance in Borrower’s Loan Account as of such statement date (but not less than \$20.00), including all accrued finance charges and other charges then due (including past due amounts) or such lesser amount as will pay the outstanding balance of the Loan Account in full.

The Borrower may prepay the outstanding balance in such Loan Account at any time, in part or in whole, but any prepayment shall not affect the Borrower’s obligation to make the minimum monthly payment in any succeeding month.

The Lender is not obligated to permit the amount of the balance (including loans and finance charge) outstanding at any one time in the Borrower’s Loan Account to exceed the Borrower’s Maximum Credit Limit. Therefore, the Borrower will pay to the Lender, on demand, a sum sufficient to reduce the amount of any balance in excess of the Borrower’s Maximum Credit Limit, outstanding in the Borrower’s Loan Account at any time or times, to the amount of such Maximum Credit Limit.

The Lender reserves the right to create a loan exactly equal to the amount necessary to satisfy the monthly payment by automatic transfer and without further written consent by the Borrower. The Lender shall not, however, be under any obligation to so create any such loan.
- Adjustment of Maximum Credit Limit.** The Lender may increase or decrease the Borrower’s Maximum Credit Limit at any time by mailing or delivering written notice to the Borrower at least forty-five (45) days in advance of the effective date of such increase or decrease. Except as otherwise provided in paragraph 6 hereof relating to default, no decrease by the Lender of such Maximum Credit Limit shall require the Borrower to repay any outstanding balance in Borrower’s Loan Account on the effective date specified in the notice thereof more rapidly than the Borrower would have been obligated to do prior to such effective date, but the new Maximum Credit Limit shall be effective to limit all loans made by the Lender to the Borrower after such effective date.
- Default.** Failure of the Borrower to make any Minimum Payment when due, to pay on demand any amount advanced by the Lender in excess of the Borrower’s Maximum Credit Limit, to pay any amount required under paragraph 4 hereof, or to pay or to perform any other liabilities or obligations of the Borrower to the Lender, whether under this Agreement or otherwise, or the closing or attachment (whether by trustee process or otherwise) of the Borrower’s Share Draft Account, or upon the death of any Borrower, an assignment for the benefit of creditors, insolvency or commencement of bankruptcy proceedings by or against the Borrower, or the occurrence of any material adverse changes in the financial condition of the Borrower, or the discovery that any financial statement furnished by the Borrower to the Lender was false or misleading in any material respect shall constitute a default hereunder. Upon default, the Lender may immediately, without notice to Borrower and in addition to exercising any other rights provided herein or by law, terminate Borrower’s line of credit and the Lender’s obligation to make further loans hereunder and declare the total amount of the outstanding balance in the Borrower’s Loan Account immediately due and payable without demand or notice to the Borrower. Borrower agrees to pay such total amount to the Lender upon demand. The Borrower will also pay all costs of collection, including reasonable attorneys’ fees, which are incurred by the Lender in enforcing any of the obligations of the Borrower hereunder after default, to the extent not prohibited by law.
- Lender’s Right Set-Off.** The Lender has a right of set-off against deposit balances. Under this right, if Borrower is in default, Lender may, without notice, apply funds in Borrower’s Share Draft Account or any other deposit account to satisfy in full, or reduce, Borrower’s debt to Lender. In addition to this right of set-off, the Borrower grants to the Lender a security interest in all deposits or other property of the Borrower which are now or hereafter in the Lender’s possession as security for all present or future liabilities hereunder of the Borrower to the Lender. The Lender may, at its option, exercise its right of set-off without relying upon the security interest granted hereunder. In no event, however, shall Lender have any security/mortgage interest in any property constituting Borrower’s principal residence or in any consumer goods and, to the extent that any provision of applicable law grants a security/mortgage interest in any such property, the Lender hereby expressly waives the benefit of any such provision of law.
- Late Charges.** In the event that any payment due hereunder is not paid in full within 15 calendar days of its due date, Borrower must pay to Lender a late charge equal to the lesser of \$5.00 or 5% of the outstanding unpaid balance of such payment.

**NOTICE: SEE BACK SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.**

## ADDITIONAL TERMS AND CONDITIONS

9. **Amendment of Agreement.** The Lender may, at any time from time to time, amend any or all of the provisions of this Agreement, including without limitation, provisions relating to the finance rate and the amount of the finance charge or of the minimum monthly payment, by written notice to the Borrower mailed at least forty-five (45) days in advance of the effective date of the amendment, or forty-five (45) days prior to the beginning day of the billing cycle in which such amendment will become effective, whichever is earlier. Upon such effective date, unless the Borrower has terminated this Agreement prior thereto, any such amendment shall be applicable to any amounts then or thereafter owed to the Lender by the Borrower under this Agreement.
10. **Termination.** This Agreement may be terminated at any time, either by the Lender or by the Borrower, by written notice mailed to the other at least five (5) days in advance of the effective date of termination, but except as otherwise provided in paragraph 6 hereof relating to default, such termination by the Lender shall not apply to any transfer order properly executed and delivered by the Borrower prior to such effective date, and whether by the Lender or by the Borrower, shall not affect the obligation of the Borrower to repay all sums loaned hereunder with interest (finance charge), or any other rights the Lender may have hereunder.
11. **Two Borrowers.** If this Agreement is signed by two (2) persons, (a) the word "Borrower" shall include both of them; (b) advances may be made on behalf of either of them, but the Maximum Credit Limit shall apply to the total of the loans made to them; (c) either of them may terminate the Agreement, and the Lender shall not be obligated to notify the other; (d) all of their obligations hereunder shall be joint and several; and (e) the word "Borrower" in paragraph 6 hereof relating to default shall be deemed to mean either of them.
12. **Waiver.** No delay by the Lender in exercising any right or remedy hereunder shall constitute a waiver thereof. Any waiver by the Lender on any one occasion of any requirement of this Agreement or of any default hereunder, including, without limitation, the requirement that advances and transfers of funds be made by transfer orders, shall not constitute a waiver of such requirement or default on another occasion or of any other requirement default.
13. **Assignment.** Neither this Agreement nor any rights or privileges of the Borrower hereunder may be assigned to any other person, but the obligations of the Borrower hereunder shall be binding upon the Borrower's heirs, executors, administrators, and legal representatives.
14. **Evidence.** Any photographic or mechanical reproduction of any transfer order or other document relating to the Borrower's Share Draft Account or the Borrower's Loan Account shall be competent evidence of any transaction involving the original documents.

### Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Leominster Credit Union, 20 Adams Street, Leominster, MA 01453  
You may also contact us on the Web: [www.leominstercu.com](http://www.leominstercu.com)

### In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

### You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

### While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

### After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

## IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS

The following applies to members of the military and their dependents if: (a) at the time your loan is made, you are an active member of the military or you are a dependent of an active member of the military as defined by the Military Lending Act, and (b) your loan is unsecured or secured by personal property that you did not purchase with the proceeds of the loan.

### MILITARY LENDING ACT NOTICE

Federal law provides important protections to members of the Armed Forces and their dependents 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. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

We will give you these disclosures orally in person.

The following terms apply only to loans made under the Military Lending Act:

- a. Unless you give us a consensual lien on funds in an account opened specifically to secure this loan and deposit funds into this account after the loan is approved, we will not use your funds as security.
- b. We may have a statutory lien on any secured or other accounts you have under federal or state law. "Cross collateralization" provisions in the loan contract will not apply to this Loan or any loan-secured account.
- c. Any references to mandatory arbitration in the loan contract are deleted.

In addition to the above, under the Military Lending Act, the Institution cannot require you to set-up an allotment to pay your Loan, and we must provide you with written demands and other legal notices even if you have waived them. Please ask us if you need an explanation of your rights.

