

# energy right<sup>®</sup> Program Repayment Agreement

OMB No. 3316-0019  
Expires: 4/30/2011

Account No. \_\_\_\_\_ Distributor No. \_\_\_\_\_ Area No. \_\_\_\_\_  
 Distributor \_\_\_\_\_ Address \_\_\_\_\_  
 Participant's Name \_\_\_\_\_ Address \_\_\_\_\_

Participant entered into an agreement on \_\_\_\_\_ (mm/dd/yy) to participate in the *energy right* Program (Program) as made available by Distributor. Since then, improvements eligible for financing have been installed to Participant's satisfaction in accordance with the Agreement to Participate and the Program requirements.

To repay the financing received from Distributor, Participant hereby promises to pay to the order of Distributor the sum of \$ \_\_\_\_\_ with interest on the unpaid principal balance at the rate of \_\_\_\_\_ % per year until paid. This financing includes \$ \_\_\_\_\_ for installation of improvements under the Agreement to Participate and \$ \_\_\_\_\_ for payment on Participant's financing obligation under Participant's Repayment Agreement dated \_\_\_\_\_ (mm/dd/yy). Repayment shall be made in \_\_\_\_\_ consecutive monthly installments as shown in the repayment schedule in the Truth and Lending Disclosure. Each installment payment shall be applied first to the interest due, and the balance shall be applied to principal (Participant understands interest accrues on any unpaid balance for the actual time outstanding).

Interest begins to accrue 30 days prior to the date the first payment is due. Participant can avoid paying interest by paying the AMOUNT FINANCED (shown in Truth in Lending Disclosure) in full prior to the date interest begins to accrue.

Participant understands that the FINANCE CHARGE and the TOTAL OF PAYMENTS as shown in the Truth in Lending Disclosure are estimates based on Distributor's assumption that payments will be made as scheduled (on the dates agreed upon).

### Truth In Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled
%	\$ E	\$	\$ E

Your payment schedule will be

Number of Payments	Amount of Payments	When Payments are Due

**Security**—You are giving a security interest in:  
(check the applicable box)

- Not applicable
- the goods or property being purchased.
- \_\_\_\_\_
- fees: \$ \_\_\_\_\_

E means an estimate N/A means "not applicable"

**Prepayment:** If you pay off early, you will not have to pay a penalty.

See your Program agreements for any additional information about nonpayment, default, any required repayment in full before the scheduled date, lack of prepayment penalties, and any security interests.

Itemization of the Amount Financed of \$ \_\_\_\_\_

\$ \_\_\_\_\_ Amount given to you directly

\$ \_\_\_\_\_ Amount paid on your account

Amount paid to others on your behalf:

\$ \_\_\_\_\_ to Public Officials

\$ \_\_\_\_\_ to \_\_\_\_\_

\$ \_\_\_\_\_ to \_\_\_\_\_

Less; \$ \_\_\_\_\_ Prepaid finance charge.

Each party signing this Repayment Agreement waives presentment and notice of dishonor and agrees that Distributor may, without notice and without releasing such party from liability, grant extensions or renewals, add or release one or more parties, acquire additional security, or release any security.

It is understood that all or any part of the unpaid balance of Participant's obligation to Distributor may be paid at any time without penalty, but that the Distributor need not credit partial payments of the unpaid balance more often than once a month.

Distributor may accept late payments, partial payments, or delay enforcing any of Distributor's rights under this Repayment Agreement without losing those rights.

Participant will be in default under this Repayment Agreement if any of the following occurs: (1) If Participant does not make a payment when due or perform all of Participant's obligations to Distributor under this Repayment Agreement or any security arrangement Participant has with Distributor; (2) If Participant has made a false or misleading statement in this or any other Program agreement; (3) If Participant ceases to maintain an electric service account with Distributor for the home at which Distributor has made financing available; (4) If Participant ceases to reside in the home at which Distributor has made financing available or if Participant ceases to use the home as residential premises; (5) If Participant should die or, if a business entity, Participant should be terminated, dissolved, or reorganized; (6) If Participant should have any proceeding under any bankruptcy or insolvency laws begun by or against Participant; (7) If any suit should be instituted against Participant which Distributor deems to affect adversely Distributor's interest in any of the improvements which Distributor has financed; or (8) If Distributor should consider itself or Participant's obligations unsafe or not completely secure or if Distributor should believe, in good faith, that the likelihood of Participant's payment of other performance under this Repayment Agreement has been impaired.

If Participant defaults in any of the above ways, all of Participant's payment obligations to Distributor under this Repayment Agreement will, at Distributor's option, immediately be due and payable without Distributor's giving any advance notice. Participant also agrees to pay Distributor any expense Distributor has paid for in the collection of amounts under this Repayment Agreement, including reasonable attorney fees, expenses, and court costs.

If Participant is a customer of Distributor, Participant understands that Participant's obligation under this Repayment Agreement are subject to Distributor's Rules and Regulations and other policies and that the amount of the monthly repayment will be included as part of Participant's electric bill.

**Notice:** Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Each of the undersigned has read this Repayment Agreement and the Truth in Lending Disclosure carefully, acknowledges that all spaces were completed before signing, and by signing below acknowledges receipt of a copy and agrees to be bound by the terms and conditions contained herein.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

Each of the undersigned hereby agrees individually to be responsible to the same extent as Participant for making any payments to Distributor or fulfilling any other obligation of Participant hereunder in the event Participant fails to make a payment on a timely basis or fails otherwise to satisfy any of Participant's obligations to the Distributor.

Each of the undersigned also acknowledges Notice to Cosigner on the second page of this form.

\_\_\_\_\_  
Cosigner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cosigner's Signature

\_\_\_\_\_  
Date

This activity is in accord with the provisions of the Tennessee Valley Authority Act of 1933 (16 U.S.C. Secs. 831-831ee). You are not required to participate. Information provided with go to distributors, TVA and the contractors assisting TVA in this program. Your cooperation is appreciated.

***energy right*<sup>®</sup> Program**

**Notice to Cosigner**

You are being asked to guarantee this debt. Think carefully before you do. If the borrower (Participant) doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor (Distributor) can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower such as suing you or garnishing your wages. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.