

# Collection Service Contract Agreement

For the remainder of this contract, "CLIENT" refers to \_\_\_\_\_.

**Creditor Advocates Inc**, referred to as **CAI**, will work to recover amounts due to the CLIENT. The CLIENT agrees to give CAI full and exclusive authority to accept, negotiate, and recover amounts due on the account. Refer all debtor communications to CAI.

## Indemnification

CAI will indemnify and hold CLIENT harmless from any claim, of any kind, made against CLIENT based on our collection techniques and secured transfer of debtor information through our recommended procedures. If such a claim is made, CAI will pay CLIENT for all liabilities, costs and damages of every kind, including reasonable attorneys' fees. This protection extends to the CLIENT's owners, officers, employees, subsidiaries, etc. CLIENT must immediately notify CAI of any such claim.

The CLIENT must provide accurate information on each account, promptly report any payments the CLIENT receives, and ensure the amount of the debts are expressly authorized and permitted by law. It is important that the CLIENT notify CAI immediately of any personnel changes, including terminations, involving access rights to CAI applications and access to debtor account information.

## Client & Debtor Fees

The CLIENT's fee will be the highest applicable fee specified below on all amounts realized after placement. CAI will hold the CLIENT's share of amounts collected in trust until CAI pays the amounts due to the CLIENT. CAI will bill the CLIENT if there is a balance due. For returned checks, CAI will retain all NSF fees and civil penalties awarded.

**Non-Litigation Attorney Referral:** Accounts may be forwarded to independent attorneys for non-suit collection activity at the conclusion of our initial collection efforts. This referral will be for further collection efforts NOT including litigation. The CLIENT's total fee will remain at the contingency fee stated above. The CLIENT can refuse Non-Litigation Attorney Referral for particular accounts by notifying CAI at the time the account is submitted for collections.

**Litigation Attorney Referral:** CAI will refer accounts to independent attorneys for litigation only when CAI request and receive authorization from the CLIENT on an account-by-account basis. The CLIENT's total fee will remain or increase at the litigation contingency fee stated above. CLIENT can decline Litigation Referral by indicating no legal action to be taken.

Debtors may be charged fees for non-sufficient funds (NSF), payment transaction fees, attorney fees, court costs, writ of execution, garnishment costs, process server, legal fees and other expenses incurred during the recovery of the balance amount applicable to state and federal laws. These fees will be paid prior to any remittance to the CLIENT.

**Note on Withdrawals:** The regular fee will apply to any amounts paid to date or payment plans promised as of that date. CAI reserves the right to cancel and return the accounts at anytime for any reason without penalty.

## Acknowledgment & Acceptance of Terms

Please acknowledge the CLIENT's acceptance of these terms and authorizing CAI to fax/e-mail business information by signing in the space provided below and return one (1) original copy to CAI.

Provider: \_\_\_\_\_

**Creditor Advocates, Inc**

X \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

1551 Southcross Dr W STE C, Burnsville, MN 55306

\_\_\_\_\_  
Phone

(866) 357-7522 main / (952) 657-5931 Client Hotline