



INFORMATION SOLUTIONS

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AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, made this _____ day of _____, _____, between _____ (hereinafter referred to as ACreditor), whose principal place of business is _____ and **Credit Service Company, Inc.**, (hereinafter referred to as Collector), whose principal place of business is 960 S. 24th St. W. #D, Billings, MT 59102.

WITNESSETH:

WHEREAS, Creditor desires, from time to time during the term of the Agreement, to submit to Collector for collection certain claims, accounts or other evidences of indebtedness (hereinafter called Claims), and

WHEREAS, Collector desires to provide Creditor with collection services with respect to said Claims,

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. Collector agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.
2. Creditor hereby warrants that all claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto. Further, Creditor agrees to provide, whenever requested to do so by Collector; a written verification of Claim; a copy of the judgment, if any, on which a claim is based; the name and address of the person or entity to whom the debt was originally owed if different from Creditor.
3. If any court of competent jurisdiction shall rule that any provision of the Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.
4. This agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties hereto.
5. Creditor and Collector agree that all actions taken by Creditor and Collector pursuant to this agreement shall be in accordance with the **TERMS AND CONDITIONS**, if any, set forth below. Said **TERMS AND CONDITIONS** have been signed by both parties and are hereby made a part of the agreement as fully and effectually as if they were set forth herein. Thus, whenever the term Agreement is used herein, it shall be construed to include said **TERMS AND CONDITIONS**. This Agreement, including the **TERMS AND CONDITIONS**, contains the entire agreement between the parties hereto and cannot be amended or modified in any respect except by an amendment in writing signed by both parties.



Montana Landlord
Association
Billings, MT

CDIA - Consumer Data
Industry Association
Washington, D.C.

ACA International
Association
Minneapolis, MN

Criminal Background Checks - Tenant Screening - Mortgage Reports
Credit Scoring / Check / Debt Collection / Data Base

6. **TERMS AND CONDITIONS**, the parties agree as follows:

A. Creditor may use Pre-Collection Service notice at **no charge** to the creditor, providing the debtor accounts have good addresses and the account is over \$25.00.

B. Accounts referred for regular collection, whether directly to collection or from pre-collect service shall be listed and acknowledged at a contingency fee of _____% of the amount collected from the date listed for regular collection.

1. Any account in regular collection that is referred to an agency out of area shall be charged a contingency fee of 40% of the amount collected.

2. Any account referred to an attorney for litigation shall be charged a contingency fee of _____% of the amount collected.

3. Monthly collection of remittance shall be delivered by Collector to Creditor by the 15th of the month. The fees due Collector will be held out of the remittance.

C. Status reports of all active regular collection accounts may be provided to the Creditor on a monthly basis or as requested by Creditor.

D. Payments received at Creditors place of business will be promptly reported to Collector. (The actual means of reporting/delivering the payment can be worked out so as to be most convenient for Creditor).

E. Collector shall report all regularly listed collection accounts to national consumer credit reporting repositories.

F. Interest or finance charge may be charged at the rate allowed by Montana law. (10% on open accounts, 10% on accounts included in judgment or at a rate agreed on in writing by the consumer).

G. The parties agree that Montana law shall control the interpretation of this Agreement and the services to be provided.

It is mutually agreed that this agreement for Collection Service shall remain in force and effect for one (1) year and from month to month hereafter on the same basis as set forth until **WRITTEN NOTICE** shall be given by either party at least thirty (90) days in advance of desired termination date. All documentation is to be returned to the client upon termination of the contract.

Creditor

Credit Service Company, Inc.
Collector

By

By

Position

Date

Position

Date