



960 S. 24th St. W., Ste. D
P.O. Box 80908
Billings, Montana 59108-0908
406-252-6371

AGREEMENT FOR COLLECTION SERVICES

1737 Sheridan Ave., Suite 226
P.O. Box 1735
Cody, Wyoming 82414-1735
307-587-5059

AGREEMENT, MADE BETWEEN CREDITOR (HEREINAFTER REFERRED TO AS A CREDITOR), AND CREDIT SERVICE COMPANY INC., (HEREINAFTER 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 call claims), and

WHEREAS, Collector desires to provide creditor with collection services with respect to said claims,

NOW THEREFOR, 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 for 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; copy of the judgement, if any, on which a claim is based; copy of any and all documents relating to the debt; and appearance at trial (if necessary) of such witnesses as may be needed to establish the debt; 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 and 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 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.

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 a good address 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 33% of the amount collected from the date listed for regular collection or at a contingency fee already determined between Creditor and Collector.

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 or at a contingency fee already determined between Creditor and Collector.
2. Any account referred to an attorney for litigation shall be charged a contingency fee of 50% of the amount collected or at a contingency fee already determined between Creditor and Collector.

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 remittance.

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

D. Payments received at creditors place of business will be promptly reported by creditor (the actual means of reporting/delivering the payment can be worked out 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. Creditor will retain all interest.

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

H. Cancel and return policy will be at the discretion of Collector. Creditor may cancel and return any account listed in error or paid before placed.

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

IMPORTANT – Compliance with the **FAIR CREDIT BILLING ACT** requires that you advise us if any of the accounts placed for collection have ever been disputed even if the dispute has been resolved. Please mark in the dispute column and the nature of the dispute in the remarks section. Credit Service Co., Inc. attorney will not represent clients for counter claims or appeals. Clients must contract or negotiate with CSC attorney if client wishes CSC attorney to represent client.

PLEASE DO NOT PLACE ACCOUNT FOR COLLECTION THAT HAVE BEEN LISTED IN BANKRUPTCY.

Creditor acknowledges that Credit Service Co., Inc. makes no representation about recovery of any amount and may not be able to recover any funds on this account

Creditor

Collector

Creditor Signature

Collector Signature

Position Date

Position Date