

Collection Agency Agreement

National Commercial Services Inc., herein referred to as "AGENCY" and _____, herein referred to as "CLIENT" AGREES that the accounts placed with the AGENCY are subject to the terms and conditions of the following agreement between the said parties:

1. All accounts placed from Client will be in compliance with Federal, State, and Local Laws and regulations, and will be valid debts owed to client.
2. Collection activities will be in compliance with Federal, State, and Local Laws and regulations, and be courteous and business like consistent with the image and reputation of the CLIENT.
3. Collections made by AGENCY on clients' accounts will be deposited immediately into a trust account maintained for clients' disbursements. All collections made by AGENCY on clients' accounts will be remitted to CLIENT less AGENCY collection fees, by the 15th of the month following collection. Agency will provide such statements which will be descriptive i.e. (Debtors name, amount collected, amount due CLIENT, amount due AGENCY, balance of account).
4. CLIENT authorizes AGENCY to endorse and deposit in its Trust Account any and all checks, money orders, drafts, cash etc. made payable to or paid to AGENCY for CLIENT on accounts placed with AGENCY.
5. CLIENT agrees to provide AGENCY with information on all direct payments, adjustments, and disputes within a timely manner, not to exceed 30 days.
6. The collection fee on payments made to AGENCY and direct to CLIENT on first placements accounts placed with AGENCY will be as agreed with client and as indicated in agency rate sheet. The Client authorizes Agency to settle for _____% of account if this is the only way to collect the account in a timely manner.
7. AGENCY will not initiate any form of legal action without prior written authority from CLIENT. All legal action accounts will be charged at the rate of 35 %. Client will be responsible for all legal fees and court costs with reference to accounts placed for collections by CLIENT.
8. Client may withdraw accounts placed in error by CLIENT with AGENCY for collection by written or verbal request. Upon receipt of such request AGENCY will cancel and return said account along with all media pertaining to said account that CLIENT may have provided. AGENCY will

retain the right to commissions on paying, settlements, and insurance accounts, unless other arrangements are made with management. This article is not a provision for canceling this contract.

9. As further consideration for the receipt and handling and collection of accounts by AGENCY, and for the services rendered to CLIENT by AGENCY, the parties agree that each party will assume its own proper responsibility in connection with any claims made by a third party against CLIENT and/or AGENCY. AGENCY is an independent contractor and is solely responsible for the employment, acts and omissions, control and direction of its employees. If the acts of the employees of AGENCY are the proximate cause of any action brought against CLIENT, AGENCY will assume full responsibility for the defense of said action and payment of any resulting judgment. If the acts of CLIENT or employees etc. are the proximate cause of any action brought against AGENCY by third party, then CLIENT will assume full responsibility for the defense of said action and payment of any judgment.
10. Remittances to CLIENT will be made on the 15th day of each month for all collections made for the proceeding calendar month net of all commissions earned on same fees previously due to the AGENCY if any.
11. This Agreement will be governed by the laws of the United States and the State of New York, without reference to rules governing choice of laws. Any legal proceeding of any nature brought by either party against the other party to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without a jury, before the federal or state courts located in New York, NY and the parties irrevocably consent to the jurisdiction and venue of such courts. This agreement will be effective as of date shown and continue in effect until terminated as herein provided. Either party may terminate this agreement by giving the other party thirty (30) days notice by certified mail; however, CLIENT may terminate this agreement immediately in the event AGENCY violates any of the terms or provisions of this agreement. Termination or cancellation of this agreement by either party will not affect the collection enforcement or validity of any accrued obligations owing between parties. AGENCY will retain commissions on paying accounts, settlements accounts, insurance accounts as well as the right to recover any court costs advanced on said accounts. All accounts returned by CLIENT request may be charged at the rate of 10% each to cover set up costs of the balance placed or \$200, whichever is lower.

The provisions of this agreement will override any and all contrary or conflicting provisions contained in the past or present agreements. Their duly authorized and empowered representatives enter into this agreement by and between AGENCY and CLIENT on this ____ day of _____ 20__.

AGENCY SIGNATURE _____

CLIENT SIGNATURE _____

Title		
Name		
Address		
City	State	Zip:
Phone :	Fax:	Email: