

Client/Agency Agreement

ATI Credit Services, LLC, herein referred to as "AGENCY" and _____, herein referred to as "CLIENT" agree that the accounts placed with the AGENCY are subject to the terms and conditions of the following agreement:

1. All accounts placed by the Client will be in compliance with Federal, State, and Local Laws and regulations, and will be valid debts owed to client.
2. Collection activities by AGENCY will be in compliance with Federal, State, and Local Laws and regulations.
3. Collection efforts by AGENCY will be courteous and business-like; consistent with the image and reputation of the CLIENT.
4. Collections made by AGENCY on clients' accounts will be deposited immediately into an account maintained for clients' disbursements. All collections made by AGENCY on CLIENTS' accounts will be remitted to CLIENT (less AGENCY collection fees), by the last business day of the month following collection (on all monies collected prior to the 21st of the month).
5. AGENCY will provide statements which will be descriptive (Debtors name, amount collected, amount due CLIENT, amount due AGENCY, balance of account).
6. CLIENT authorizes AGENCY to endorse and deposit in its Account any and all checks, money orders, drafts, cash etc. made payable to or paid to AGENCY for CLIENT on accounts placed with AGENCY.
7. CLIENT agrees to provide AGENCY with information on all direct payments, adjustments, and disputes within a timely manner, not to exceed 30 days. If this information is not provided to the Agency (per Fair Credit Reporting Act) there maybe a fine for any information not provided to the Agency. The Client will be responsible for any and all fines for information not provided to the Agency.
8. The collection fee on payments made to AGENCY and direct to CLIENT on accounts placed with AGENCY will be as follows:
9. CLIENT authorizes AGENCY to settle for _____% of account if this is the only way to collect the account in a timely manner.
10. AGENCY will not initiate any form of legal action without prior written authority from CLIENT. When legal action is authorized, CLIENT will execute a written assignment of the account. Legal action will be brought in the name of AGENCY to further indemnify CLIENT. All legal action accounts will be charged at the rate agreed upon placement.
11. AGENCY will not be responsible for legal fees or court costs with reference to accounts placed for collections by CLIENT. The AGENCY will not be obligated to file suit on any account referred by CLIENT.
12. CLIENT may perform audits of AGENCY from time to time (within reason), to include a review of collection effort, adequacy of cash controls, promptness of recording and remitting payments, compliance with this agreement and any other normal audit procedures.
13. CLIENT may withdraw accounts placed in error by CLIENT with AGENCY for collection by written 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.
14. 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 being an independent contractor 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.

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.

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:

ATI CREDIT SERVICES, LLC
PO BOX 502
ALTON, NH 03809
Owner, Annette Slipp _____

CLIENT:

Title _____

Name _____

Address _____

City _____

State _____ Zip _____

Phone _____

Fax _____

Email _____

Type of Business _____