

Nelson, Cooper & Ortiz, LLC (AGENCY) Service Agreement.

We the undersigned agree to the following conditions. Upon receipt of accounts(s) placed with Nelson, Cooper & Ortiz, LLC, hereafter known as AGENCY, we will proceed with the collection process and work the account(s) until resolution or cancellation.

Upon collection of the account, AGENCY will receive the commission fee previously agreed to by both parties. If Client/Creditor receives direct payment in full or in part of the account placed with AGENCY, then the appropriate commission is due to AGENCY upon submission of an invoice to Client/Creditor. Furthermore, Client/Creditor must notify AGENCY when a direct payment is received.

On or before the last day of each month AGENCY will provide a statement to the client that reflects all payments made during the previous month along with a remittance check for all the funds collected (minus AGENCY's commission) during the previous month.

STANDARD TERMS:

1. It shall be the intent of Creditor/ to retain the services of AGENCY for the purpose of providing debt collection services. In the interest and spirit of maintaining the highest level of ethical and professional standards the parties agree to conduct themselves in accordance with the FDCPA, Fair Debt Collection Practices Act, and the FCRA, Fair Credit Reporting Act.
2. Creditor/Client grants to AGENCY full discretion and authority to proceed with all collection efforts it deems necessary, including the referral of claim(s) to attorneys for the filing of suit, obtaining of judgments, and post judgment enforcement.
3. AGENCY is granted absolute discretion and authority to act as it deems appropriate in the collection of claim(s) and is authorized to accept partial payments. Furthermore AGENCY shall have the right to endorse for deposit and collection any checks payable to the Creditor/Client.
4. The compromise or settlement of any claim(s) will not be made by AGENCY without the consent of the Creditor/Client.
5. AGENCY works in accordance with the FDCPA and as such, all communications and contact with the assigned debtor will be conducted by our offices. Such communications will include direct payments, return of merchandise, phone calls or letters.
6. Creditor/Client agrees not to assign any collection files assigned with AGENCY to other agencies, attorneys or any other parties while currently active and open with AGENCY. Creditor/Client further agrees that if the claim(s) are withdrawn without just reason or cause that compensation of fees will be paid to AGENCY.
7. Creditor/Client agrees to notify AGENCY immediately of any direct payments and/or communications or return of product (merchandise). Creditor/Client agrees to pay AGENCY fees on any accounts that are resolved directly. Resolution of an account will be considered as but not limited to: Payment made, return of merchandise or product, trade of services, payment schedules.

8. AGENCY will not incur expenses or costs without the prior consent of Client/Creditor. AGENCY will be responsible for all costs associated with skip-tracing to locate debtors on all files placed.

9. Suit fees, and asset search fees including bank search fees associated with legal action will be the responsibility of Client/Creditor upon their approval.

10. Collection agency fees will be in accordance with the fee schedule listed on our website unless otherwise agreed to by both AGENCY and Creditor/Client.