

## AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
between \_\_\_\_\_ (hereinafter referred to as “Creditor”), 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. Suite 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 evidence 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.



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

A. Accounts referred for regular collection shall be listed and acknowledged at a contingency fee of 33% 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 the 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 50% 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

B. Status reports of all active regular collection accounts may be provided to the Creditor as requested by Creditor.

C. Payments received at Creditor's 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).

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

E. Interest or finance charges may be charged at the rate allowed by law or at a rate agreed to in writing by the consumer. Interest is retained by CSC to defer legal costs, forward fees, negotiate payment in full and defer an increase in fees by CSC.

F. 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 (30) days in advance of desired termination date. All documentation is to be returned to the client upon termination of the contract.

\_\_\_\_\_  
Creditor

\_\_\_\_\_  
Collector

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Position                      Date

\_\_\_\_\_  
Position                      Date