

# COMPANY NAME

## COLLECTION AGREEMENT

The foregoing Collection Agreement is (Company Name) e this day of \_\_\_\_\_, by and between (COMPANY NAME) Collection Agency, LLC, located at \_\_\_\_\_, through the authorization of \_\_\_\_\_, President, hereinafter known as "AGENCY," and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter known as "CLIENT", sets forth the following terms and conditions:

The AGENCY agrees to:

- Carry out reasonable collection efforts for accounts placed in compliance with all applicable federal, state, and local laws.
- Remit all monies collected, less any applicable commissions, to the CLIENT by the 15th of each month for all funds received for the previous calendar month, including a monthly statement detailing same.
- Maintain privacy and confidentiality of any information obtained during the regular course of performing debt collections relative to accounts placed with AGENCY by CLIENT.
- Provide periodic status reports for all placements, up to and including quarterly activity reports.
- Notify CLIENT in the event settlement (below authorized percentage) and/or legal remedy is recommended for placed accounts.

The CLIENT agrees to:

- Immediately cease all direct collection efforts and provide a copy of any and all documentation that will enable the verification of debt upon request of a debtor or AGENCY.
- Report all payments, bankruptcy notices, and/or any other relevant communications from debtors and/or their representatives directly to the AGENCY upon the CLIENT's receipt or knowledge of the existence of same.
- Authorize AGENCY to a 75% settlement authority on all placed accounts should payment in full or alternative payment arrangements not be viable.
- Pay any and all commission owed from direct debtor payments upon receipt of the AGENCY's monthly statement.

The commission rate is 25% of all monies collected for placed accounts. Accounts submitted that are over one year old (from date of last payment) or under \$75 carry a rate of 50%. Accounts that are second placements carry a rate of 50%. Returned merchandise/equipment as payment of debt/claim: 50% of applicable fee. (COMPANY NAME) Agency makes no representations or guarantees with respect to the outcome of recovery efforts on placed accounts. All accounts placed with AGENCY by CLIENT are worked at no cost to CLIENT.

Commissions are payable by CLIENT to AGENCY under any of the following circumstances:

1. the AGENCY collects any monies due to the CLIENT by the debtor on a placed account,
2. the CLIENT receives any monies directly from the debtor,
3. the CLIENT pursues direct collection efforts and receives any monies due CLIENT by the debtor on a placed account,

4. the AGENCY determines a placed account was previously paid by the debtor, and
5. the CLIENT withdraws the account after demand for payment has been (Company Name)e.

Payments (Company Name)e directly to CLIENT will be invoiced subject to the standard rates. (COMPANY NAME) Collection Agency, LLC invoice payment terms are "Payable upon Receipt".

This Collection Agreement represents a legal, binding contract between the AGENCY and CLIENT, and all terms and conditions are enforceable by the laws of the State of New Hampshire. The Agreement term is for an indefinite, unspecified duration and is cancelable by either party upon delivery of a written, thirty (30)-day notice requesting same from the requesting party.

AGENCY: CLIENT:

\_\_\_\_\_  
\_\_\_\_\_, President ,

(COMPANY NAME) Collection Agency, LLC

Sample Preview

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