

## CLIENT SERVICE AGREEMENT

**Scott & Goldman, Inc.** (Hereinafter referred to as "S&G"), agrees to render collection services to \_\_\_\_\_ (Hereinafter referred to as "Client") on debtor accounts forwarded to them. Each debtor account forwarded by client shall be deemed and sent over to S&G for collection subject to the following terms, conditions and provisions:

- 1) All collection efforts, including, but not limited to, telephone calls, personal contacts, e-mail and or written correspondence shall be conducted in S&G name, as agent for Client. Client must approve all recommended suit actions.
- 2) Client will keep S&G immediately informed of all payments received by Client on debtor accounts transferred to S&G, so that such accounts may be properly credited.
- 3) S&G shall promptly remit to Client the amount of all monies collected during each preceding twenty-one (21) day period less applicable collection fees and attorney costs.
- 4) Client may withdraw debtor accounts with a thirty- (30) day written notice to S&G. S&G shall be entitled to the full commission, due to vested interest in file.
- 5) Upon placement of debtor accounts for collection to S&G, the Client agrees that; (1) commissions on such debtor accounts are earned whether payment is made direct to Client or S&G. (2) Client will report to S&G all debtor payments received direct from debtor to Client on a timely basis. (3) S&G will reduce fee to ½ of normal rate on return merchandise and discovery payments. Discovery means providing information or documentation to prove that one or more payments or credit memo's are due to be applied to debtors account which were not previously applied.
- 6) Client appoints S&G as its agent to receive, endorse and negotiate or deposit monies payable to Client as a result of the collection of accounts delivered to S&G from Client for bank clearance of debtor and or attorney checks.
- 7) Creditor shall indemnify, defend and hold harmless S&G, its agents and employees from and Against any and all liability, loss claims, demands, suits, actions, damages or expenses (including reasonable attorney's fees) of every nature or description arising out of or resulting from any of the following: (a) any amendments to the schedule of rates for services being provided by creditor to (S&G); (b) the truth and accuracy of the information provided to S&G by creditor; (c) the validity and lawfulness of creditor's claim against the debtor; (d) the creditor's claim against the debtor arising out of a non-commercial account; (e) any acts, omissions or claims of any attorney relating to any account forwarded by S&G on creditor's behalf for collection.

**Accepted by: Client Name** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_