

Collection Services Agreement

Miller, Ross & Goldman, herein referred to as "AGENCY" and _____, City: _____ State: _____, herein referred to as "CLIENT" mutually agree that the accounts placed with the AGENCY are subject to the terms and conditions of the following agreement between the parties herein:

1. All accounts placed from CLIENT will be in compliance with Federal, State, and Local Laws and regulations, and will be valid debts owed to CLIENT by its' customers.
2. AGENCY agrees to accept and diligently attempt to effect monetary recovery of all past due receivable accounts, hereinafter referred to as "accounts", submitted and assigned by CLIENT to AGENCY for collection.
3. Vendor's Collection activities will be in compliance with all Federal, State, and Local Laws and regulations, and be fair, courteous, ethical and business-like, consistent with the positive image and good reputation of CLIENT.
4. All monies collected by AGENCY on CLIENTS' accounts will be deposited immediately into a trust account maintained for CLIENTS' disbursements. All monies collected by AGENCY on CLIENTS' accounts will be remitted to CLIENT less AGENCY'S collection fee, on the 28th of the month following collection of good funds. AGENCY will provide detailed report statements which will illustrate monies collected on CLIENT'S accounts, including Debtors name, amount collected, amount due CLIENT, amount due AGENCY, balance of account, etc.
5. AGENCY assures CLIENT that there are no service charges or up-front fees associated with AGENCY'S collection services. Fees will be due to AGENCY on accounts CLIENT has submitted to AGENCY for collection upon either party's receipt of payments. CLIENT authorizes AGENCY to accept and endorse payments, and to deposit in its Trust Account, any and all cash, checks, notes, money orders, drafts for deposit, or other payment instrument, the net proceeds of which AGENCY shall remit to CLIENT as stated in paragraph 4 above..
6. CLIENT agrees to provide AGENCY with immediate notice on all direct payments, adjustments and disputes received on placed accounts, as well as any and all verbal or written correspondence from any party regarding placed accounts. CLIENT understands that the applicable fee is due to AGENCY on any and all accounts placed with AGENCY for collection regardless of which party receives payment.
7. The collection fee on payments made to AGENCY and direct to CLIENT on accounts placed with AGENCY will be based on the following fee table:

Aged 60-90 days	20%
Aged 91 to 180 days	25%
Aged 181 days to 1 year	28%
Aged over 1 year	33.3%
Outside United States	33.3%
Skipped or Out of Business Debtors	40%
Accounts less than \$3,000.00	50%
Merchandise Returns	1/2 of Above Rate
Uncollected Judgments	50%

The CLIENT further authorizes AGENCY to settle for _____% of accounts as a last resort to effect successful collection in a timely manner.

8. AGENCY will not initiate any form of legal action without prior written authority from CLIENT. Should legal action be indicated, CLIENT will execute a written assignment of the account for such action. All accounts authorized by CLIENT for legal action will be charged at the rate of _____%.

9. CLIENT shall be responsible for all legal fees and court costs on accounts placed with AGENCY for collection and referred for legal action at CLIENT'S request. AGENCY will not be obligated to file suit on any account referred by CLIENT if AGENCY deems such recourse will have unprofitable results for CLIENT and/or for AGENCY. Court costs and filing fees must be paid by CLIENT to AGENCY prior to legal actions being initiated.

10. CLIENT may withdraw accounts placed in error by CLIENT with AGENCY for collection by written or verbal request. Upon receipt of such request AGENCY will cancel and return subject account(s) along with all media pertaining to account(s) that CLIENT may have provided. AGENCY will retain the right to commissions on paying, settlements, and insurance accounts, unless other arrangements are made with management. Cancellation or withdraw of accounts placed in error by CLIENT does not constitute cancellation of this Agreement. All accounts returned pursuant to CLIENT'S request may be charged at the rate of 10% per account to offset set up costs

11. 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.

12. In exchange for the monetary benefits relating to the recovery of CLIENT'S accounts, AGENCY agrees that all information relating to the business of CLIENT, including but not limited to the identity of the customers and suppliers of CLIENT, its arrangements with such suppliers, and technical data relating to its products and services, shall be treated as confidential by AGENCY, and its employees, owners, and directors throughout the term of this Agreement and for one (1) year following either party's cancellation of this Agreement

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. Termination or cancellation of this agreement by either party will not affect the collection enforcement or validity of any accrued obligations owing between parties.

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:

Miller, Ross & Goldman
701 Brazos, Suite 500
Austin, Texas 78701
Phone: 1-888-275-6900
BY: Michael Ross
TITLE: Chief Executive Officer

Signature

CLIENT:

Company: _____

Address: _____

City, State, Zip: _____

Phone/Fax: _____

BY: _____

TITLE: _____

Signature