



SureFire Recovery, Inc.

PO BOX 500178; San Diego, California 92150-0178
16776 Bernardo Center Drive Suite 212; San Diego, California 92128-2534
(858) 618-2650 FAX: (858) 618-2651 or 2652
www.sfirecoveryinc.com E-mail: sfirecovery@hotmail.com

SAMPLE CONTRACT

(DATE)
NEW123

AGREEMENT FOR COLLECTION

THIS AGREEMENT IS MADE BY AND BETWEEN YOUR NAME HERE, (or Patron), AND SUREFIRE RECOVERY, INC. (S.R.I., or Collector), A LICENSED CALIFORNIA COLLECTION AGENCY, which among other things, provides collection of delinquent accounts receivable. YOUR NAME HERE , on behalf of itself and its affiliates, enters into this Agreement with S.R.I. to provide collection of delinquent accounts receivable effective (DATE). The terms of the Business Associate Agreement are incorporated in this Agreement by reference.

YOUR NAME HERE is:

the originating office, or a third party or billing office. forwarding creditor

Patron: **YOUR NAME HERE**

Address: Street Address
City, State, Zip

Contact: Attn: **YOUR NAME HERE**
Phone: Telephone: (XXX) XXX-XXXX
Fax: Fax: (XXX) XXX-XXXX

YOUR NAME HERE hereby contracts with S.R.I. and S.R.I. accepts long term collection assignments which are at least six months old before being assigned to collection by contract, with a minimum duration of one year from date of Assignment, through the dates of State and Credit Bureau Statutes (Judgments would exceed those dates), from **YOUR NAME HERE** in accordance with the following terms and conditions:

1. ALL COLLECTION WORK whether regular collection procedure, skips, or forwarded (if necessary), will be assigned for the fee/commission rate specified as 35% of moneys collected to S.R.I. (unless otherwise specified and agreed to for each account).

Settlements offered by SRI to any assigned account for the benefit of **YOUR NAME HERE** will be for the highest amount negotiable down to (but not to exceed) 50% of the account value.

2. S.R.I. WILL WRITE COLLECTION REMITTANCE CHECKS in remittance of collected moneys (65% of assigned balances) to the company name of **YOUR NAME HERE**. Copies of acknowledgments, document requests and collection remittance (trust) checks will be forwarded to the office of **YOUR NAME HERE**, at Street Address; City, State, Zip. Collection remittance checks will be written to the name of **YOUR NAME HERE** , unless otherwise agreed.

3. SUREFIRE RECOVERY, INC. understands assignments may originate from an individual, originating office, forwarding creditor or billing office which may or may not be a different entity from **YOUR NAME HERE** . It will remain the sole responsibility of **YOUR NAME HERE** to pay any individual,

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originating office or other all remaining sums according to any separate agreement between YOUR NAME HERE and the individual, originating office or other, if any.

4. REMITTANCES shall be made on or about the end of each month for collections received in the previous month. California collection law allows 60 days for any remittance to be issued.

5. ACCOUNTING. S.R.I. will maintain records in sufficient detail for purposes of determining the amount of all money collected for YOUR NAME HERE. S.R.I. services each delinquent account with due diligence in collections and will maintain its business records in accordance with generally accepted accounting principles. When collections are made, S.R.I. will provide to YOUR NAME HERE a printed STATEMENT to accompany any remittance check that sets forth the “payor”; “reference number”, the “date of the payment”, “amount paid”, “breakdown into fee/commission amounts”, and “total amount collected for monthly collection period”.

6. NO TAX OR LEGAL ADVICE. YOUR NAME HERE acknowledges that S.R.I. does not provide tax advise and agrees to seek such advise from an accountant or tax lawyer if necessary. Further, YOUR NAME HERE acknowledges that S.R.I. does not provide legal advice and agrees to seek its own counsel as needed.

7. IT IS AGREED THAT S.R.I. MAY RETAIN STATE APPROVED INTEREST as allowed by California Collection Law, and any collection costs incurred in the process of work as additional compensation.

8. IT IS FURTHER AGREED in the event of **DIRECT PAYMENTS** (payments from individual assignments generated by S.R.I., arriving from debtor at the offices of YOUR NAME HERE), and **COLLECTIONS** (payments generated by S.R.I. arriving from debtor in the S.R.I. collection offices), **S.R.I. MAY OFFSET COMMISSION** due S.R.I., approved expenditures, or payments due YOUR NAME HERE , against moneys collected in the S.R.I. offices.

9. AFTER AN ACCOUNT HAS BEEN ASSIGNED TO S.R.I., YOUR NAME HERE may at its discretion accept payments from the debtor. Before accepting any payment which might constitute payment in full of the assigned account, YOUR NAME HERE agree to contact the S.R.I. business offices for a payoff figure containing all amounts due, i.e., principle, interest and any costs. Such payment or payoff will be reported immediately by YOUR NAME HERE , to S.R.I. by telephone and fax or mail, and for accurate bookkeeping purposes will be reflected on the next statement to YOUR NAME HERE from S.R.I.

YOUR NAME HERE agrees that all assignments to collection will be assigned following regular and reasonable periods of time, allowing for payments from individuals or funding’s from any outside organizations such as (but not limited to) insurance, to pay out prior to assignment. It is understood that following assignment and first contact with each assigned account, any payments received from any source are a result of collection efforts generated by S.R.I. S.R.I. in its collection efforts will contact and negotiate with all possible funding sources generating such payments.

10. IN THE EVENT OF ANY REPOSSESSION performed by S.R.I. in the interests of YOUR NAME HERE for the purpose of collection on a particular account, S.R.I. will supply its own reposessor unless otherwise agreed to on a case basis with YOUR NAME HERE . The services of a known independent outside Repossessor’s Agency, fully licensed and bonded by State and Federal Laws, may also be engaged for collateral repossession as needed. Fee for regular repossession will not change from standard rate specified by this agreement. In the event of special circumstances, YOUR NAME HERE will be advised for approval of any unusual or additional charges prior to any action taken by S.R.I.

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11. UNLESS OTHERWISE AGREED TO BY BOTH PARTIES BY SIGNED AMENDMENT, no action of any kind shall be taken by S.R.I. using the name of YOUR NAME HERE, nor shall S.R.I. represent itself to be an agent of YOUR NAME HERE, for any purpose whatsoever other than normal collection procedure. It is specifically understood that S.R.I. is an independent contractor and has no authority to perform any acts on behalf of or in the name of YOUR NAME HERE, without further and specific written permission.

12. HOLD HARMLESS. S.R.I. and YOUR NAME HERE mutually agree to indemnify and hold one another harmless from and against any and all claims, demands, lawsuits, obligations, liabilities, recoveries or injuries arising from the assignment of any account to S.R.I.

13. COMPLIANCE WITH LAWS. S.R.I. at all times during the term of this agreement, agrees to comply fully with all applicable licensing and other laws, including the Fair Debt Collection Practices Act and the Laws of the State of California, as well as the laws of the assigned debtor's state of domicile in the event of re-location.

14. LEGAL ACTION: S.R.I. agrees to utilize court filing in Small Claims and/or Superior Courts if recommended by S.R.I. after investigation, and approved and authorized by YOUR NAME HERE. As a collection agency filing in Small Claims Court, S.R.I. is allowed to advance all costs as an option available to YOUR NAME HERE, prepare and file all paperwork, arrange every aspect of each action, but cannot as an agency present the case. The Courts require a representative of YOUR NAME HERE to appear and present the case in court before any Judgment would be granted.

For Superior Court if recommended and approved, S.R.I. agrees to use their retained Attorney, and file all actions through the attorney's office.

15. S.R.I. WILL LEVY NO CHARGES TO YOUR NAME HERE on any assignment to which collection has not been possible due to the uncollectability of the account following investigation, except where legal action has been commenced, or by a referral to our attorney, or in the case of a wrongful assignment in which collection costs have been expended (see ITEM 18), or multiple cancellation (see ITEM 17). Where legal action has been instituted, YOUR NAME HERE agrees to pay any and all costs expended or obligated, including but not limited to actual or anticipated attorney's fees and costs.

S.R.I. agrees all accounts will receive equal attention, and all approved services will be performed as outlined by this agreement. YOUR NAME HERE understands some assignments will respond faster, while others may require more extensive work and a greater period of time to effect satisfactory results.

16. CANCELLATIONS and ERRONEOUS ASSIGNMENTS. S.R.I. acknowledges from time to time certain assignments may be sent to collection in error, due to unforeseen or possibly overlooked factors. YOUR NAME HERE may request re-assignment from collection and return of any erroneous assignment without penalty or charge within the first 30 days following receipt. After 60 days, due to listings with Credit Bureaus, other reporting agencies and additional costs from subscriber memberships, or in the event of any extensive deletion request (re: assign 50, cancel 40, etc.), YOUR NAME HERE agrees to reimburse S.R.I. for reasonable costs involved with account set up and expenses. "Reasonable costs" for Multiple or individual cancellations, or all remaining assignments more than 60 days following assignment, would be charged at 10% of the normal collection fee for each assigned account to be cancelled.

17. PERSONAL OR BUSINESS VENDETTA, FALSIFIED DOCUMENTATION. It is understood, S.R.I. will not accept any account assignment that is or may be based in whole or part upon any personal or

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business vendetta, falsified documentation, or, any documentation that is based in whole or part upon purported events that in fact did not occur as reported. In the event falsified events or documentation are found in our process of collection discovery, the erroneous assignment will be cancelled and YOUR NAME HERE agrees to reimburse S.R.I. for normal commission, collection expenses, or any legal costs theretofore expended by S.R.I. to the date of discovery.

18. YOUR NAME HERE SHALL HAVE THE RIGHT to request and obtain a re-assignment of any account upon which no collection payments have been received, no on-going agreements for payment are under review or existent, or legal action taken, after a period of 12 calendar months from date of assignment. **ONCE CANCELLED WITH ALL FEES PAID, IF ANY, S.R.I. WILL HAVE NO FURTHER INTEREST IN THE ACCOUNTS.**

19. MISCELLANEOUS SERVICES, PROCEDURES AND REQUIREMENTS

- **ALL NEW ASSIGNMENTS** will be notified by computer-generated mailer no later than Seventy-two (72) hours of arrival as required by California State Law. Telephone communication will be instigated immediately on each assignment. Continued action on each account will be computer scheduled thereafter until the account is paid.
- **YOUR NAME HERE WILL RECEIVE COMPUTER GENERATED ACKNOWLEDGMENTS** by mail for all new assignments sent to S.R.I..
- **S.R.I. AGREES TO SUPPLY A CREDITOR INVENTORY REPORT** (a periodic computer accounting) of all accounts assigned to our agency by YOUR NAME HERE, which will include brief coded activity reports for each account. The inventory report will be issued only upon the specific request of YOUR NAME HERE. Reports will be in the name YOUR NAME HERE.
- **FIVE (5) LETTER SERVICE.** Spanning the first six months of assignment to our office, every new account will receive an automatic computer generated five (5)-letter program including our initial notice, issued at specifically pre-programmed periods of time. Each letter complies with all FDCPA regulations, time limits and outlines all account information, any payments received and the remaining balance due. Letters are arranged in sequence to advise the debtor of the outstanding nature of the debt, any pending listing on Credit Information Service Bureaus, and later advising listings have in fact been placed on the Bureaus. In addition to this program, additional letters beyond the five may be manually requested by the collector during or after the initial six months have elapsed for each account. In the event of mail return on any particular account, this service is discontinued until a new address can be located at which time service is resumed.
- **SPANISH TRANSLATIONS OF ALL MAJOR DEBTOR CORRESPONDENCE WILL BE USED WHENEVER APPROPRIATE.**
- **PRINTED RECEIPTS WILL BE ISSUED BY MAIL FROM OUR OFFICE TO EACH DEBTOR MAKING PAYMENT, FOR EVERY PAYMENT RECEIVED.**
- **CREDIT INFORMATION SERVICE LISTINGS.** Unless specifically instructed otherwise, every account assigned for collection will be automatically computer listed with every national Credit Reporting Agency S.R.I. has membership with. As membership with new service bureaus is acquired, all assignments will be included and listed retroactively. Credit Information Service Listings remain public record for seven (7) full years unless cancelled from our collection service.

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SHOULD YOU NOT WISH ACCOUNTS YOU WILL ASSIGN TO BE LISTED, you must advise our office immediately, or before listings take place (approximately 180 days following each assignment) so this service can be suppressed. Once listed, a fee may be charged you for deleting any particular account from the service bureaus, or purging all accounts you may assign from unwanted listings.

- **S.R.I. RECOMMENDS AN ADDITIONAL \$15.00, \$25.00 OR \$35.00 N.S.F. FEE** be added to the face value of each N.S.F. check assigned to collection prior to the time of assignment, as allowed by California State Law. The check value and the N.S.F. fee will be collected at the same time. **PLEASE BE ADVISED, PROOF OF HAVING ADVISED EACH CHECK WRITER THIS FEE MAY BE IMPOSED IF THEIR CHECK DOES NOT CLEAR, MAY BE REQUIRED BEFORE ANY PENALTY FEE CAN BE COLLECTED DUE TO A NEW STATE RULING.** Please contact our office if you are not sure how much your office is allowed to charge.

20. RIGHT TO INSPECT. YOUR NAME HERE shall have the right to inspect S.R.I. records for the limited purpose of verifying the calculation of the collected income and the fee/commission structure, subject to such restrictions as S.R.I. may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by S.R.I., as required by YOUR NAME HERE (24 hour notice by written request would be appreciated).

21. IN THE EVENT S.R.I. REQUIRES COPIES OF ORIGINAL DOCUMENTATION not supplied at the time of assignment, individual requests for documentation will be directed to YOUR NAME HERE. It is understood that effective collection procedures on individual accounts may be impaired if document requests are not supplied as requested.

22. ALL ASSIGNMENTS SHOULD BE AT LEAST SIX MONTHS OLD BEFORE BEING ASSIGNED TO COLLECTION. We can accommodate assignments by E-MAIL, SPREADSHEET, FLASHDRIVE, or CD-RW if your office would find any of these processes of assistance in simplifying the assignment process. Please discuss your particular needs with our representative.

FOR ALL ASSIGNMENTS, we will require as much of the following information that is available:

- **ACCOUNT DEBTOR**, The "Responsible Party".
- **LAST KNOWN ADDRESS**, The most current address available.
- **LAST KNOWN EMPLOYMENT**, If known
- **TELEPHONE**: The last known, home and work phones.
- **THE DATE OF LAST TRANSACTION OR SERVICE RENDERED.**
- **THE DATE OF LAST PAYMENT** (if any).
- **TOTAL LIABILITY AMOUNT BEING ASSIGNED.**
- **YOUR FILE REFERENCE NUMBER.**
- **A COPY OF THE ORIGINAL "ITEMIZED STATEMENT," or "INVOICE," OF DATES, SERVICES & CHARGES.**
- **Copy of the DECLINED CREDIT CARD SLIP & SIGN IN AGREEMENT, or BOUNCED CHECK.**
- **ADDITIONAL INFORMATION: SS#; DATE-OF-BIRTH** (responsible party); **NAME OF GUARANTOR, PATIENT, OR OTHER INDIVIDUAL** if different from the responsible party; and, **ANY SPECIAL NOTES FROM YOUR FILE WHICH MAY ASSIST OUR EFFORTS.**

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*** AN ASSIGNMENT SHEET OUTLINING ALL ABOVE INFORMATION HAS BEEN PROVIDED FOR YOUR CONVENIENCE WITH THIS PACKAGE. PLEASE MAKE AS MANY COPIES AS YOU REQUIRE.

23. TERM OF THE AGREEMENT. The duration of this agreement will be a minimum of one (1) year, and thereafter perpetual, until cancelled in writing by either party, but only after the one year period has expired. Notwithstanding the cancellation, YOUR NAME HERE will remain obligated to pay collector at the agreed rates, or the market value of services rendered, and to reimburse collector for all costs advanced, except as otherwise provided in this agreement. This agreement shall continue to apply to any on-going accounts not returnable at the time of cancellation. The cancellation shall apply only to new or returnable accounts or to determining whether any such an account shall be returned to YOUR NAME HERE. Notwithstanding the cancellation, the parties agree that the collector shall have a lien against all moneys collected at a future date by YOUR NAME HERE, or by any agency used by YOUR NAME HERE, in regard to any account assigned to collector and returned to YOUR NAME HERE, for any fees or costs whatsoever owed by YOUR NAME HERE to collector, under this or any other agreement.

24. ENTIRE AGREEMENT AND MISCELLANEOUS. This written agreement contains the entire agreement of the parties and supersedes any prior agreements. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect. This Agreement may be modified by subsequent agreement in writing signed by all parties or by an oral agreement to the extent that it is carried out. Collector and YOUR NAME HERE agree that faxed signatures on documents between them will be deemed as legally binding as if executed in the original as will instructions or statements sent by e-mail via the Internet, from and to regular e-mail addresses. This Agreement may be signed in counterparts, with all signed counterparts constituting one agreement. The parties agree that this Agreement will be interpreted in accordance with California law and that YOUR NAME HERE and collector accept personal jurisdiction in California. Furthermore, the parties agree that should any court be required to hear any matter associated with this Agreement, venue will be in the Superior Courts of California, San Diego County. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred, including expert fees, in that action or proceeding. The parties agree, however, that once effective, this Agreement will govern all prior actions between the parties.

SUREFIRE RECOVERY, INC. RESERVES THE RIGHT TO REFUSE SERVICE TO ANY OFFICE OR INDIVIDUAL OR THE RECEIPT OF ANY PARTICULAR ASSIGNMENT OR ASSIGNMENTS.

THE SERVICES WE PROVIDE ARE EXPENSIVE. COLLECTIONS, LIKE ANY INVESTIGATION RELATED SERVICE, IS AN EXPENSIVE BUSINESS CONDUCTED UNDER EXACTING REGULATIONS. WE MAKE EVERY EFFORT TO PROVIDE YOU THE BEST SERVICE POSSIBLE, AND MAINTAIN COMPETITIVE RATES. OUR INDIVIDUALLY INTERVIEWED STAFF OF COLLECTION PROFESSIONALS REPRESENT THE BEST THE INDUSTRY HAS TO OFFER. WE ARE CONSTANTLY SEEKING INDUSTRY ENHANCEMENTS TO MAKE OUR EFFORTS MORE EFFECTIVE.

OUR COLLECTION PROCEDURE PROMOTES AN OPTIMISTIC ATTITUDE TOWARD EACH ASSIGNMENT, "the debt is valid, the assigned individual owes the money and will pay the debt." With this in mind we proceed with all professionalism. We treat the individual the same way we would wish to be treated under similar circumstances. We are persistent with legal and practiced methods.

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Most people are honest and even with limited means want to pay their bills, therefore all parties operate toward a common goal of getting the bill resolved as quickly and painlessly as possible. It is our job to aid not hinder that process.

WE EXTEND OUR APPRECIATION TO YOU AND TO YOUR OFFICE FOR THIS OPPORTUNITY TO EXPAND OUR EFFECTIVENESS. WE AT SUREFIRE RECOVERY, INC. ARE PROUD TO SERVE YOUR OFFICE AND LOOK FORWARD TO YEARS OF CONTINUED BUSINESS WITH YOU.

WE WELCOME DISCUSSION CONCERNING THE INFORMATION CONTAINED IN THIS AGREEMENT.

YOUR NAME HERE CERTIFIES BY SIGNATURE BELOW THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS AS SET FORTH IN THIS DOCUMENT AND ANY AMENDMENTS THERETO.

THEREFORE, THE PARTIES DO HEREBY EXECUTE THIS AGREEMENT ON (DATE) at San Diego, California.

YOUR NAME HERE

BY: **X** _____ Email: _____

Print: _____

Position: _____ DATE: **X** _____

BY: _____ Email: _____

Print: _____

Position: _____ DATE: _____

FEDERAL TAX ID or SOCIAL SECURITY NUMBER: **X** _____

SUREFIRE RECOVERY, INC.

BY: _____ Email: sfirecovery@hotmail.com

Jay S. Bernstein,
President

FEDERAL TAX ID NUMBER: XX-XXXXXXX

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