

The State of Arizona, Department of Financial Institutions requires that all collection agencies must obtain a written collection agency agreement with their clients before any collection efforts can begin. Superintendent of Banks pursuant to A.R.S. Sec 6-123(3), Department of Financial Institutions, 2910 N. 44th St, Suite 310, Phoenix, AZ 85018.

Client Collection Agreement

This agreement, made and entered into, on the date last written by and between:

Client's Name  **City of San Luis, Arizona**

herein referred to as the "Client" and Brown's Collection Service, 2607 S. Fourth Ave. Suite B12, Yuma, Arizona 85364 (928) 782-1891, an Arizona Corporation, hereinafter referred to as the "Collection Agency".

WITNESSETH:

Now therefore, in consideration of the mutual covenants and conditions herein contained, the parties have agreed as follows:

1. The Collection Agency agrees to accept all accounts referred by the Client for collection and agrees to utilize its best efforts to collect the aforesaid accounts. The Collection Agency will act at all times, in the best interest of the Client.
2. As compensation for the services of the Collection Agency, the Client agrees to pay the Collection Agency a commission as follows, including but not limited to Ambulance, City Water, Sewer and Garbage, Tax Assessments, Municipal Tickets, Property Fines, Planning & Zoning fines, Professional licenses, Business Licenses, and any other entity or facility of City of San Luis, Arizona.
 - A. On all accounts referred, the Collection Agency's commission will be **25 Percent** of the amounts collected. This includes remittance paid direct to the Collection Agency and remittance paid direct to the Client, while the said account is in collection.
 - B. On all accounts referred by the Client that are under Twenty Five Dollars (\$25.00), the Collection Agency's commission will be **30 Percent** of the amounts collected.
 - C. On all accounts referred out of the State of Arizona to another agency for collection and on all accounts referred to an attorney, and/or legal action, the Collection Agency's commission will be **40 Percent** of the amounts collected.

Noted: It is expressly understood and agreed, that upon signature and execution of this agreement by The Client and The Collection Agency that:

the Collection Agency will immediately revise the current/prior commission rate (due the agency) to the commission rate stated above 2 A,B, & C, on all prior unpaid referrals, and the all future referrals will reflect the commission rate stated above 2 A,B, & C

3. It is expressly understood between parties that the Collection Agency is not authorized to institute any litigation on behalf of the Client, unless and until it has obtained written consent from the Client.
4. The parties agree that the Collection Agency will remit the Client's portion of the amounts collected by the Collection Agency, on accounts paid directly to the Collection Agency, to the Client within thirty (30) days from the last day of the month in which the money was collected. The Client will report to the agency promptly, all payments made directly to the client on accounts placed with the agency. It is understood and agreed that the Collection Agency is due commission on payments received on any account placed for collection, whether the money is paid to the Agency, or direct to the Client.
5. The Client retains the right to cancel or request the return of any account referred to the Collection Agency, in writing, at any time after a period of ninety (90) days from the date the account was referred, except those accounts wherein litigation has been filed. Cancellation of an account in litigation may require the Collection Agency to be reimbursed for any court cost that was expended by the Collection Agency. Reimbursement, if any, would apply to the documented amount of filing fee, process server's fee, attorney's fee, or garnishment fee.

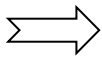
6. The parties agree that once an account has been referred to the Collection Agency, that the Collection Agency is entitled to a commission as so indicated in paragraphs 2, A, B, & C, on any money or consideration received by Client or paid directly or indirectly to the office of the Client. The Client acknowledges, in accordance with all Fair Credit Reporting Act and Fair Debt Collection Practices Act, all unpaid accounts will be reported to the credit repositories, Experian, Equifax, and Trans Union, and agrees to promptly notify the Collection Agency of any payment made directly to the Client on any account that has been referred to the Collection Agency.
7. Parties agree to comply with all federal, state, and local statutes, laws, ordinances, rule and regulations, including, but not limited to, abiding by the Fair Debt Collection Practices Act (PL 95-109) and the Fair Credit Reporting Act (FCR 15 USC 1681), and HIPAA. The Client agrees that it will utilize its best effort to make sure that the information, including the veracity of the debt and the amount owing, is true and correct, and it will not knowingly submit false information to the Collection Agency, that could subsequently become a part of the debtor's credit file.
8. Both parties, herein, agree to hold each other harmless from any and all liability resulting from the actions of Collection Agency, The Client, its officers, agents or employees, arising from or in any way connected with the collection of the Client's accounts.
9. The Collection Agency agrees to add only the authorized amount of interest to the Clients accounts. If such interest is collected, the Collection Agency agrees to remit the collected interest in the same manner and commission rate as specified in paragraph 2 A,B & C of this agreement. Both parties agree that The Collection Agency will be liable for any or all court costs and attorney's fees unless otherwise specified in writing, and as specified in paragraph 5 of this agreement, as pertains to cancelled accounts in litigation. Any money collected on accounts referred for litigation will be applied to satisfy any court cost or attorney fees first and said collected court cost or attorneys will not be shared with the Client.
10. This agreement will remain in full force and effect for a period of one year, commencing upon the date of execution and the same will be automatically renewed at the end of each year, unless either party gives written notice of its intention to cancel same, at least thirty (30) days prior to the expiration hereof.
11. It is not intended by this agreement to, and nothing contained in this agreement shall, create any agency, partnership, joint venture, or other similar arrangement between Parties.
12. If any other provision of this agreement is declared void or unenforceable, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect.
13. The Parties shall certify that they and all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394. Further, thus agreement is subject to the cancellation provisions of A.R.S. § 38-511.
14. The Collection Agency hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 23-214 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement.
15. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.
- 16.1.1 The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.
17. This Agreement may be amended, in whole or in part, only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.
18. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.
19. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency, partnership, joint venture, or other similar arrangement between the Parties.
20. All representations and warranties of the Collection Agency, their indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this agreement.
21. Time is of the essence in this agreement.

22. No officer, elected official, employee, or agent of the City shall be personally liable to the Collection Agency, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to the Collection Agency or its successor or assign, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of the Collection Agency under this Agreement shall be limited solely to the assets of the Collection Agency and shall not extend to or be enforceable against (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Collection Agency; (ii) the shareholders, members or managers or constituent partners of the Collection Agency; or (iii) officers of the Collection Agency.


23. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

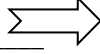
24. This Agreement may be executed in counterparts, any of which shall be deemed to be an original. Electronically scanned signatures are the same as the original. However, the Collection Agency shall provide the City with the original signature to record the contract.

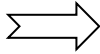
In witness whereof the parties have hereunto set their hands this

 _____ Day of _____, _____
(day) (month) (year)

**Browns Collection Service 1700 S. First Ave. #211
Yuma, AZ 85364 928 782-1891 or 782-3826**

Brandi Brown Frazer 

Brandi Brown Frazer, Brown's Collection Service **Client/Company Name**
General Manager 

Title **Signature**


Title

Client Information Card

Company Name _____
(as it appears on client agreement)

Taxpayer ID # _____

Billing Address _____

Physical Address _____

Phone Number _____

Fax Number _____

Person to Contact: _____

Additional Info. about your company _____

Were you referred to our agency? _____

If so, who referred you? _____

Please return to: **Browns Collection Service**
2607 S. 4th Ave #B12 Yuma, AZ 85364
928-782-1891 www.BrownsNCB.com