

## **Collection Agency Agreement**

NCR, Inc. is a collection service provided by Nationwide Credit Recovery, Inc. ("NCR"), subject to your compliance with the terms and conditions set forth on the following link . Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions set forth on the following page below. If you do not wish to be bound by these terms and conditions, you may not access or use the Service. If you utilize the Service in a manner inconsistent with these terms and conditions, NCR may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse indicate is proper. NCR may modify this Agreement at any time and such modifications shall be effective immediately upon posting of the modified Agreement. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Service shall be deemed your conclusive acceptance of the modified Agreement. Our standard rate will apply to all accounts that use our service, unless you receive a separate agreement signed by an officer of the corporation or an acknowledgement letter stating a lower rate than what is listed on the website.

Nationwide Credit Recovery, Inc, herein referred to as "NCR" and \_\_\_\_\_, herein referred to as "CLIENT" AGREES that the accounts placed with the NCR are subject to the terms and conditions of the following agreement between the said parties:

### **ARTICLE II**

NCR will be entitled to thirty-three and a third percent (33.3%) contingency fee of all money collected on accounts placed for collection by CLIENT. Should the account require litigation, our fee will be forty -five percent ( 45%) on each account. This is to include payments made directly to CLIENT on accounts that have been placed and are still in the hands of NCR.

### **ARTICLE III**

NCR will deposit all checks, money orders or drafts received from debtors into NCR client trust account. CLIENT hereby authorizes NCR to collect, endorse and/or deposit any checks, money orders or drafts to CLIENT and received by NCR.

### **ARTICLE IV**

CLIENT will notify NCR within seven (7) working days of any payments CLIENT. may receive from debtors that have been placed with NCR.

### **ARTICLE V**

NCR will obtain approval from CLIENT. before entering suit against any debtor placed by CLIENT.

### **ARTICLE VI**

NCR agrees to maintain the confidentiality of any information with regard to accounts forwarded to it and further agrees not to disclose non-public personal information related to accounts sent to NCR by client except as allowed under the Fair Debt collections Practices Act, 15 USC § 1601, et seq, and the Right to Financial Privacy 12 USA § 3401, et seq.

### **ARTICLE VII**

NCR agrees that in the event CLIENT is made party to a claim, lawsuit, or arbitration proceeding regarding alleged violation of the Fair Debt Collections Practices Act, The Bankruptcy Act, or violation of the Right to Financial Privacy, NCR agrees to indemnify and hold harmless CLIENT and defend the client. NCR further indemnify CLIENT and pay any and all legal expenses and judgments arising from said claims. This agreement applies only to acts or omissions of NCR and does not apply to any acts or omissions of CLIENT.

### **ARTICLE VIII**

CLIENT will be required to pay all court costs on accounts approved for suit, This contract or the filing of any collection lawsuit on behalf of CLIENT does not contemplate the legal defense of any claim in contract or tort.

### **ARTICLE IX**

NCR will provide CLIENT with an accounting of CLIENT funds collected at least once every thirty (30) days. NCR shall be authorized to withhold from any funds collected and pay such funds against any unpaid cost and any fees due NCR.

**ARTICLE X**

NCR's activities are in compliance with Federal, State and Local law regulations, NCR, while in the pursuit of its activities, shall be courteous and businesslike, consistent with the image and reputation of the CLIENT.

**ARTICLE XI**

CLIENT and NCR agree that this agreement may be terminated by either party upon thirty (30) days WRITTEN notice of cancellation to the other party sent by certified US Mail at the address indicated below or any other change of address of which the parties are notified. NCR agrees to return all property to CLIENT and make any required accounting within thirty (30) days after notice is received or sent to NCR.

Nationwide Credit Recovery

Accepted by:

Accepted by:

\_\_\_\_\_  
\_\_\_\_\_  
Ken Self  
President of NCR

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

PO Box 1137  
Acworth, Georgia 30101  
Office 770.917.8762  
Fax 770.974.8750

ncrcorp@bellsouth.net

**CLIENT INFORMATION:**

Title \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Type of Business \_\_\_\_\_

[Click Here](#) to Print Agreement.

I Agree	I Disagree
---------	------------