

PROFESSIONAL  
COMPASSIONATE  
EFFECTIVE



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## AGREEMENT FOR PREMIUM SERVICE

This Agreement is entered into between Retailers' Credit Association of Grass Valley, Inc. (RCA) and \_\_\_\_\_ hereinafter referred to as ("Client")  
to provide collection services on the following terms and conditions:

### As to Client:

Client to assign accounts past due for collection. Client will have sent one last "past due" notice or "invoice" prior to collections assignment.

Client will provide copies of signed contracts, final invoice, bounced checks, or letters, ledgers reflecting services and final balance due, identifying information and trade agreements for services or products at the time of assignment or upon request of RCA.

### As to RCA:

Client will have access to RCA's Client Access Web (CAW) with this agreement giving them full access via a secure portal 24/7 to assign accounts, upload documentation, communicate with collectors and view relevant data.

Accounts placed for collection will report to the three major credit reporting agencies at either, 31 days after assignment or 61 days past due whichever conforms to legal requirements.

Agreement will include Notary Services for Client, 1 free per year.

### Terms:

- Assignments between 31 days and 120 days from last billing date, have a contingency fee of thirty percent. (30%)
- Assignments over 121 days since last billing date have a contingency fee of thirty-five per cent. (35%)
- Assignments taken to suit have a forty-five per cent (45%) contingency fee.
- Assigned Judgments have a fifty percent (50%) contingency fee.

If the client's contract included the right to collect interest from customers or patients, upon assignment, all interest accrued will be added to the principle amount. In this case, RCA retains its legal right to add ten percent (10%) interest to any such assignment beginning from the date of assignment and based on the total principle. The interest accrued in this manner remains the sole property of RCA.

Client acknowledges and agrees that RCA may negotiate a settlement in full and that if that payment in full can be made within 10% of the total assigned amount, no notice needs to be made. If a negotiated settlement in full is over 10%, RCA will seek approval prior to agreeing to a settlement.

Client acknowledges and agrees that the assignment of the account includes the right to bring suit and RCA shall determine whether it will commence litigation as it deems appropriate. RCA will seek approval for suit from the client prior to commencing any legal action. All legal fees and costs shall be borne by RCA and sought as recovery from the debtor.

Account status of "Legal" is defined as any account that is pursued by trial to judgment. Once RCA has determined that an account qualifies for "Legal", the contingency fee will increase to 50%.

Account status of "Forwarding" is defined as any account that has to be sent to a collection agency in another state which is closed to California collection agencies. Any such forwarded accounts will change to a 50% rate to accommodate the forward agency's fees.

All accounts in the possession of RCA, particularly those in paying, judgment, legal and forward status shall remain in the possession of RCA. It is understood that RCA's commission is earned regardless of whether payment is made directly to RCA or to Client. Payment made directly to Client should be reported immediately to RCA to assure proper credit on the account.

Failure by Client to pay any of the above charges upon billing from RCA will result in a collection matter subject to attorney fees, court costs and interest that will bear at the legal rate.

RCA agrees to indemnify and hold harmless Client from and against all loss, liability, costs, expenses, including reasonable attorney fees, arising from any claims, actions or lawsuits arising solely out of the act or omissions by RCA, its agencies or employees during the term of this agreement, including, without limitation, actions taken in the name of or on behalf of Client, while acting under said agreement. RCA shall have no liability whatsoever, including expenses for reasonable attorney fees, or other acts or omissions of Client, its agencies or employees. This section shall survive the termination of this agreement until the statute of limitations on any cause of action has run.

RCA and Client are independent entities, and as such they shall remain professionally and economically independent of each other. The parties are not, and shall not be deemed to be a joint venture, partners, employees or agents of each other. The only status of the parties is that of assignor and assignee.

RCA assumes no responsibility for defending or representing any Client in the event a debtor files suit against said Client during the course of the relationship between RCA and Client.

This Agreement is executed on the date of the last signatory below and it is in force even when the parties sign in counterparts. By their signatures below, the individuals declare that they have been duly authorized to enter into this Agreement by their respective entities.

RCA of GRASS VALLEY, INC.

Company : \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_Ruth Schwartz, President\_\_\_\_

\_\_\_\_\_

Print Name/Title

Date \_\_\_\_\_

Date \_\_\_\_\_