



## Assignment and Service Agreement

This agreement is hereby made by and between \_\_\_\_\_, hereinafter referred to as "Client", and Construction Collection Specialists, Inc., hereinafter referred to as "Agency". Future modifications hereto are valid, provided they are established in writing subscribed to by both Client and Agency.

### Terms and Conditions:

In consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between Client and Agency as follows:

7. For the purpose of collecting delinquent accounts, Client appoints Agency as legal agent assigned to collect all debt referred by Client to Agency.
8. Client hereby warrants that all Claims forwarded to Agency are valid and legally enforceable debts, and that Client will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws.
9. With each account assigned, Client agrees to provide Agency with an "Assignment of Account" (form attached hereto); unless other arrangements are made, together with all information/documentation that will assist in the collection of the account.
10. Client agrees to cooperate with Agency in its collection efforts. Client will make diligent attempt to have the party from whom the collection is being made, hereinafter referred to as the "Paying Party", on assigned accounts, deal directly with Agency in making payment and/or payment arrangements. The Paying Party is not limited to the debtor whom owes the Client directly, but includes any party from the construction chain.
11. Agency's collection rates are assessed only when funds are collected.

#### Standard Contingency Rates

- 20% on all claims (\$5,000 and over)

12. The period of the assignment shall continue until the Agency has exhausted all professional debt collection efforts that the Agency deems necessary and appropriate. If Agency is unable to collect the account, Client authorizes Agency as their agent to place the account with an Attorney of their choosing. Whenever possible, claims requiring attorney involvement will be forwarded to a proven **Commercial Law League** attorney with whom Agency has established a relationship. Any Attorney so selected represents Client, not Agency. Agency shall not be responsible for the acts or omissions of such attorneys. Attorney rates are contingent on collection.

#### Contingent on Collection

- 20% on the first \$300
- 18% on the next \$1,700
- 13% on excess of \$2,000

Likewise, the Attorney will charge court cost and a reasonable suit fee in the event suit is authorized. All attorneys' fees and court costs will be the responsibility of the Client. The overall suit fee is 10%, with generally a 5% non-contingent and a 5% contingent. Fees and costs are required prior to suit being

filed. No costs or expense will be incurred without the Client's authorization. When an Attorney makes a collection, Construction Collection Specialists will be due a forwarding fee of 12%.

13. With each account assigned, the Client gives Agency the right of endorsement of any checks or remittances made payable directly to Agency. As concerns dollars collected, and provided that immediate payment arrangements be made for Agency's earned commissions, Agency agrees:
  - a. To promptly notify Client of all payments collected
  - b. To encourage Paying Party to make remittances' payable directly to Client
  - c. If Paying Party makes remittances' payable directly to Agency, Agency will deposit the check into the business trust account and forward payment to Client within 21 business days, allowing time for the check to clear the bank
14. Client agrees to promptly report to Agency all monies that are paid directly to Client by any Paying Party, and further agrees to pay any commissions due Agency for collection within ten days.
15. Client agrees to pay Agency contingency fees on all collected assigned accounts, whether the collection is satisfied by money or other items of personality or realty.
16. Agency agrees to obtain the Client's approval of any settlement or compromise made between the Agency and the Paying Party for an amount of less than the full amount.
17. Client agrees that it will not withdraw accounts from Agency prior to the expiration of sixty (60) days after the placement of such account without just cause of such withdrawal. All accounts that are canceled are subject to a cancellation fee of five (5) percent of assigned account.
18. Client agrees to indemnify and hold harmless Agency from any and all claims, demands or causes of action that may be asserted due to the activities of Client on any account. Likewise, Agency agrees to indemnify and hold harmless from any and all claims, demands, or causes of action that may be due to the activities of Agency on any account.
19. This agreement shall be construed in accordance with and governed by the laws of the State of Arizona.
20. This agreement is in force from the date signed and shall renew automatically every year unless cancelled upon thirty (30) days' notice by either party.
21. This agreement contains the entire agreement between parties hereto and cannot be amended or modified in any respect except by an amendment in writing signed by both parties. This agreement shall not be interpreted against any party to this agreement by reason of the fact that his/her/its counsel participated in the drafting of, or drafted, any of the language contained therein.

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Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Construction Collection Specialists, Inc.: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Notes: \_\_\_\_\_

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