



UNIVERSAL RECOVERY CORPORATION
COLLECTION AGREEMENT

This agreement is made and entered into on the _____ day of _____, 20____ by and between Universal Recovery Corporation, located at 2880 Sunrise Blvd., Suite 136, Rancho Cordova, Ca 95742, hereinafter referred to as "Agency" and _____, Located at _____ hereinafter referred to as "Client".

Witnesseth:

WHEREAS, Client may have unpaid accounts which it may desire Agency to collect, and

WHEREAS, Agency is qualified to collect such unpaid accounts, and desires to handle such accounts as may be referred by Client:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Agency agrees to undertake the collection of such accounts as the Client decides to place with the Agency for the purpose of collection, and to use due diligence and employ such lawful means, methods, and procedures as in its judgment, discretion, and experience it believes will best effect the collection of such accounts.
2. The Agency agrees that the Client will not be liable for any expense incurred by the Agency incidental to the settlement or the realization of the accounts placed with the Agency for collection except as herein provided. No compromise settlements will be accepted or suits instituted without the consent of the Client.
3. The Agency agrees to defend, indemnify and hold the Client harmless against any and all liability, loss and expenses, including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the Agency, servants, or employees of the Agency. Conversely, the Client agrees to indemnify and hold the Agency harmless against any and all liability, cost and expenses, including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the Client, servants, or employees of the Client.
4. The Agency agrees to remit monthly to the Client the full amount of all monies collected on accounts placed by the Client with the Agency for collection, less the commissions earned by the Agency.
5. The Client agrees to advise the Agency immediately on payments made directly to the Client on accounts placed with Agency for collection and to indemnify and hold the Agency harmless against any and all liability, loss and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the failure by the Client to so notify the Agency.
6. On all lawsuits, written authorization will be required by the Client. Agency shall advance all court costs, civil process fees, and attorney fees and shall be reimbursed of such costs out of the first monies collected from the debtor on any assigned accounts. Any amount collected over and above the principal amount of the account (i.e. court costs, civil process fees, interest, attorney fees, etc.) is to be retained by Agency.

7. Agency will accrue interest on assigned balances at 10% per annum. Interest collected will be retained by the Agency.
8. Agency will provide Client with a status report on all accounts assigned on a monthly basis.
9. This agreement shall continue in force from the effective date until terminated by Agency or Client. Any party may terminate this agreement by giving a thirty- (30) day written notice.
10. It is agreed that upon the termination of the agreement, the Agency may, except where elsewhere provided herein, retain for collection in accordance with the terms hereof any account upon which a partial payment has been made within ninety (90) days prior to termination, and any account which the Agency may have placed with an attorney for collection in accordance with the terms hereof. Any monies received as a result of the Agency's efforts within thirty (30) days from date of withdrawal shall be credited to the Agency, according to the terms of this agreement.
11. Following the acceptance of the assignment by Agency, Client shall pay Agency a commission on all collections received on assigned balances, regardless of whether payment is directed to Client or Agency, pursuant to the following contingency scale:
 - 25% of the amount collected prior to arbitration or legal action.
 - 40% of the collected amount once legal action commences.
12. Agency is authorized to endorse for deposit and collection any commercial paper that it may receive made payable to Client as payment on the assigned accounts.
13. This instrument contains the sole and only agreement of the parties hereto relating to the assignment of the delinquent accounts receivable for collection, and correctly sets forth the rights, duties, and obligations of such to the other in connection therewith as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective authorized representatives as of the day and year as set forth.

Universal Recovery Corporation

Business Name: _____

By: _____
Janeane Britt

By: _____

Title: _____

Dated: _____

Dated: _____

Email: jbritt@universalrecovery.com

Email: _____



CHECK RECOVERY AGREEMENT

This agreement is made and entered into on the _____ day of _____, 20____ between Business/Individual Name, hereinafter referred to as "Client" and Universal Recovery Corporation, hereinafter referred to as URC.

It is hereby agreed to as follows:

1. Client hereby employs URC to collect amounts owing to Client for dishonored check(s), as well as statutory damages provided by state law. URC hereby agrees to use diligent effort to pursue all legal remedies on behalf of Client
2. URC will provide monthly reports Client detailing all checks received, collected and/or returned as uncollectible. URC will retain their mailing fee of \$6.00 from the first monies collected. All other monies will be held in trust and will be distributed on the 15th of the following month. Client understands that on checks collected within 30 days of assignment, URC is to remit 90% of the face amount of the check. Client understands that on checks collected after 31 days from the date of assignment, URC is to remit 100% of the face amount of the check.
3. URC is authorized to endorse for deposit and collection any commercial paper that it may receive made payable to Client as payment on the assigned account.
4. Client agrees not to accept payments from debtors; as such acceptance may result in a violation of the Fair Debt Collections Practices Act, subjecting both Client and URC to penalties. Client also agrees to refer debtors to URC if contacted by the debtor or the debtor's representative. Client agrees that Client accepts payment from debtor as payment in full after assignment to URC and/or requests that collection activity be discontinued, Client will be responsible for costs incurred by URC, plus a collection fee in an amount not to exceed \$100.00 per check.
5. On all lawsuits, written authorization will be required by the office of Client; URC shall advance all court costs, civil process fees, and attorney fees and shall be reimbursed of such costs out of the first monies collected from the debtor on any assigned accounts. Any amount collected over and above the principal amount of the account (court costs, civil process fees, interest, attorney fees, etc.) is to be retained by URC.
6. This agreement is for a term of twelve (12) months from the date hereof and shall be automatically renewed on the same terms and conditions unless either party gives written thirty- (30) day notice of termination to the other party. Both party may terminate this contract at any time by giving a thirty (30) day written notice except that once notice is received by URC, an additional ninety (90) days will be allowed for URC to settle all non-paying accounts and URC shall retain all accounts on which payments have begun or promises have been made until payments are completed.

7. This instrument contains the sole and only agreement of the parties hereto relating to the assignment of dishonored check(s) for collection, and correctly sets forth the rights, duties, and obligations of such to the other in connection therewith as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives as of the day and year as set forth above.

Universal Recovery Corporation
2880 Sunrise Blvd, Suite 136
Rancho Cordova, CA. 95742

Business Name:_____

Address:_____

BY: _____
Janeane Britt

BY: _____
Authorized Representative

TITLE:_____

DATED:_____

DATED:_____

Supplemental Information:

Phone:_____

FAX:_____

Email:_____

Contact:_____