



“Aggressive,
Dignified,
Effective”

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This agreement is made this date between Rumson, Bolling & Associates, hereinafter referred to as RBA and _____, hereinafter referred to as CLIENT and is for the collection of delinquent accounts by RBA or its network of attorneys and collection specialists on behalf of CLIENT.

- 1 | Upon assignment of a claim(s), where a Debtor owes funds to CLIENT, RBA will use its best efforts to expeditiously collect the claim on behalf of CLIENT. RBA agrees to charge a commission only on funds actually paid by Debtor to RBA and not the actual amount owed, subject to the provisions of paragraphs 4, 5 and 6 below. Handwritten alterations to this authorization shall not be honored. In addition to the principal amount of the debt assigned, all rights to interest, whether statutory or contractual, and fees, cost, bad check charges, and other rights are assigned to the RBA.
- 2 | CLIENT warrants the validity, amount and authenticity of all claims and accounts assigned with RBA for collection. Upon request by RBA, CLIENT agrees to forward documentation to RBA to prove the amount, and authenticity of the claim when requested. RBA is authorized to compromise the debt, extend time, and give receipt and satisfaction in our name on such terms deemed as in CLIENT's best interest.
- 3 | **Negotiated rates are good for day of offer only unless otherwise stipulated.** All claims assigned to RBA by CLIENT less than one year in age shall be billed by RBA to CLIENT at a rate of 33.33% of any and all funds collected by RBA on behalf of CLIENT. All claims assigned to RBA by CLIENT that are over one (1) year in age shall be billed by RBA to CLIENT at a rate of 50% of any and all funds collected by RBA on behalf of CLIENT. Any claim, regardless of age, that is less than \$500 shall be collected at a rate of 50%.
- 4 | CLIENT may withdraw a claim assigned to RBA only where a) there has been no activity on the account in the preceding sixty (60) days and b) the claim is not in litigation or involved in an insolvency proceeding. All withdrawals must be done via e-mail to corporate@rumsonbolling.com by CLIENT and any commission then due and payable to RBA must be paid before the claim is deemed withdrawn. Any claim cancelled by CLIENT while payments are being made by debtor will be billed by RBA for the full anticipated commission due RBA on the entire amount of the original claim assigned to RBA. There is a fee of 10% of the principal balance of the account for administrative, initiation and clerical expense on all accounts withdrawn by CLIENT not in accordance with the provisions of paragraph 4a and 4b.
- 5 | CLIENT shall report all direct payments made by Debtor to CLIENT to RBA within three (3) business days of receipt of payment by CLIENT via e-mail to corporate@rumsonbolling.com and the commission due RBA on the direct payment shall be remitted to RBA upon receipt.
- 6 | Any merchandise returned to CLIENT by Debtor after initial contract by RBA shall entitle RBA to a commission equal to 10% of the actual invoiced amount where CLIENT invoiced Debtor for the equipment returned.
- 7 | Any claim assigned to RBA by CLIENT that is discovered to have been previously paid by debtor or assigned by CLIENT error will be billed by RBA to Client at a rate of 10% of the claim as an administrative, clerical and initiation fee.
- 8 | RBA reserves the right to remit after applicable recessionary periods have expired. Client authorizes RBA to forward cases to litigation. Forwarding fees shall be paid in advance to RBA with client approval.
- 9 | CLIENT grants to RBA, it's affiliates and any attorney handling CLIENT'S claim the express authority to endorse and negotiate any check, draft or other negotiable instrument made payable to CLIENT for deposit in trust for distribution to CLIENT after deducting the commission and fees due RBA under this agreement.
- 10 | In no event shall RBA be liable in any respect for the inability to collect any account assigned to RBA by CLIENT for collection. Accounts forwarded to litigation will be billed at 50% of actual collected amounts. It is understood and agreed that RBA is not a guarantor of any specific result on accounts assigned by CLIENT. RBA may assign this agreement to another collection agency or forward agency without CLIENT's consent.
- 11 | CLIENT agrees and shall hold harmless and indemnify RBA from any claim, demand, action, cost or judgment, including a reasonable attorney's fee arising out of any action done or failing to be done by RBA in connection with the collection of any claim(s) assign to RBA by CLIENT for collection.
- 12 | This agreement shall be construed in accordance with the laws of the State of California. In the event that any provision hereof is found to be invalid or unenforceable, then that provision shall deemed to be severed and removed and the remaining provisions shall remain valid and in full effect. In the event of the commencement of any action under this agreement, the parties agree that venue will be proper in the courts of Los Angeles, California and expressly consent to the jurisdiction of that Court.

| Authorized Signature for Client |

| Title |

| Date |