

# T. Simmons and Associates, LLC.

The foregoing Collection Agreement, executed this 2nd day of September, 2014 by and between **T. Simmons & Associates, LLC.**, herein after known as "AGENCY", and herein after known as "CLIENT", sets forth the following terms and condition:

In consideration of services to be rendered, the undersigned hereby assigns to **T. Simmons and Associates, LLC.**, title to claims or accounts submitted now or in the future and agrees to the following collection commissions:

## NO COLLECTION...NO CHARGE

**Claims over \$2,500.00** and less than one year from the date of last sale or payment ----- **35.00%**

**Claims under \$2,500.00**, over 1 year old, skips, **second placements**, out of business, consumer accounts, judgments ----- **45.00%**

**International Accounts** ----- **50.00%**

**Once a claim is submitted for collections verbally, over the telephone, electronically, through facsimile or mail; CLIENT agrees to cease all direct involvement with a debtor, including any discussion with the debtor or its agent and refer all debtors to AGENCY.** Merchandise returned to CLIENT by a debtor will be subject to a 50.00% fee. Commissions in full will apply on claims settled, found not owed, paid prior to submission, submitted in error, submitted concurrently with any other entity, interfered with, withdrawn or ordered dropped during AGENCY'S process of collection. No claim that AGENCY has an active payment agreement with a debtor will be closed and returned to CLIENT absent payment of commission in full being paid.

CLIENT agrees to notify AGENCY by facsimile or e-mail of any payment they receive, returned merchandise or credit given for any claim within five (5) days of its receipt. AGENCY remittance to CLIENT shall be in the form of a statement which shall show the date and amount of each payment collected, and will be done by the 25<sup>th</sup> day of each month for all good funds received for the previous month.

In the event that payment(s) received from a debtor are returned not honored by any financial institution, after remittance to the other party; both parties agree to promptly refund the amount remitted to the other party.

Each party irrevocably consents to the jurisdiction of the courts of Denver County, Colorado in connection with any action to enforce the provisions of this agreement. This agreement is in effect upon execution by the client. No verbal communication shall supersede this agreement. Any changes to any typed portion of this agreement, or written add-ins, are void and the underlying typed term shall survive and remain in full effect. Changes to any term of this agreement must be done in writing separate and signed by both parties. Both parties agree that a faxed copy of this agreement shall be treated as the original.

**Client's Name and Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_  
(Authorized Representative)

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

**T. Simmons and Associates LLC**  
**Director of Sales- Shawn Olson**  
**(720) 372-7176 - Office**

**Signature:** \_\_\_\_\_  
(Authorized Representative)

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