

Client # _____
PLEASE INCLUDE THIS NUMBER ON
ALL PAYMENTS AND CORRESPONDENCE.

Scheduled Start Date _____

Consumer Credit Counseling Service Debt Management Agreement

Please read the following statements carefully so that you will understand the provisions of the Debt Management Plan. Initial the line next to each section to indicate your understanding of the provision. For simplification the singular is used even when the plural may apply.

_____ I engage the professional services of Agency to provide debt management counseling services in negotiating a repayment plan hereinafter referred to as the Debt Management Plan or "DMP" with any creditors. I freely volunteer to abide by the provisions of this agreement.

_____ I understand that I am responsible for disclosing to Agency accurate information, to the best of my knowledge, about all of my creditors and sources of income. In consideration of and in furtherance of services to be provided by Agency, I hereby expressly authorize Agency, its employees, and agents/volunteers to:

1. Disclose any information concerning my financial condition and status, including but not limited to income, debts, credits, earnings, assets and residential and work addresses to creditor listed by me unless otherwise required by law, and;
2. Obtain whatever financial information concerning me from any creditors, as Agency deems necessary, and;
3. May obtain a copy of my credit report in order to enable Agency to better assess my financial situation and thereby increase its ability to assist me in the liquidation of my debt. I understand that said credit report will be the sole property of Agency and I will not receive a copy of my credit report. All information contained in my credit report will be considered confidential and used for legitimate business purposes under the Fair Credit Reporting Act.
4. Use a third party to transfer my funds and to receive/send information about my account to/from creditors.

_____ I agree to deposit with Agency my monthly debt payments in the amount of _____ under the repayment plan negotiated by Agency. I agree to make all deposits by cashier's check, electronic transfer, certified check or money order made out to Consumer Credit Counseling Services (CCCS). I understand that Agency will not accept cash or personal checks. For the purpose of the accounting for and the disbursement of my funds, I expressly agree to permit Agency to combine my funds with the funds of other clients being serviced by Agency in a Trust Deposit Account.

_____ **With respect to my credit history**, I understand that my participation in the DMP may affect my credit report either favorably or unfavorably according to my creditor's policies with respect to the DMP and my payment history prior to and during my participation in the DMP. CCCS does not report any data to credit reporting agencies.

_____ **With respect to additional creditor charges and duration of the DMP**, I understand the estimated finance charges, fee or penalties imposed by creditors may increase my overall indebtedness as well as the length of time required to fully pay my creditors over and above the estimates provided by Agency. I further understand that increasing my DMP deposit may have a favorable impact on these charges, reducing the amount of time estimated to achieve completion of my DMP. Therefore, as it is in my best interest, I will make every effort to increase my deposit whenever possible. Agency will provide as precise an estimate as possible for the duration of the DMP. However, a DMP should not extend more than 48 months, unless otherwise stated.

_____ **Termination of Agreement:**

1. I understand that Agency reserves the right to discontinue my Debt Management Plan if I fail to make two consecutive monthly deposits in full or I make more than four (4) partial deposits in a years time totaling less than 50 percent of my required deposit. Creditor cooperation depends on consistent payments through Agency. A Debt Management Plan cannot be re-opened without re-counseling.
2. I understand that this agreement may be terminated immediately by Agency if it is found that I have provided any false information to Agency, or if I have paid creditors on my own, or if I fail to comply with any other provisions, terms, or conditions of this agreement. I understand that I may terminate this agreement for any reason by contacting Agency. If Agency or I terminate this agreement, any money left in my account will be paid to my creditors, unless otherwise required by law. I understand that if my DMP is terminated, it is my responsibility to notify my creditors and give them my current address.

3. I understand that my creditors voluntarily cooperate with Agency in this Debt Management Plan. I further understand that if I miss one or more deposits or make partial or late deposits, or for any reason they deem appropriate, my creditors reserve the right to discontinue any concessions made to me under the DMP with respect to interest, penalties, and fees.

Other Provisions:

1. Agency agrees to send me monthly statements of payments made through Agency. I agree to monitor my statements from creditors to verify that payments have been received and to notify Agency of significant differences between the balances, interest rate, or fees assessed on creditor statements and Agency statements. I agree to provide Agency copies of my most recent creditor statements every ninety (90) days. I understand that I have the right to review my file in the presence of an Agency staff member during regular business hours.

2. I understand that though a counselor may answer questions about bankruptcy, Agency does not provide legal advice. If legal advice is needed, I will seek the appropriate assistance. My counselor has discussed my financial options with me.

3. I understand that Agency, in its discretion, may make changes to this agreement by giving me thirty (30) days notice.

4. I understand that authorized Agency staff or others with legitimate authority to monitor Agency practices may review my file for quality assurance, compliance, and research purposes. If such a review should occur, I understand that my identity will be kept confidential in any findings.

5. I hereby agree to hold Agency, its employees, officers, directors, and agents harmless from any claim, suit, action or demand made by any of my creditors and any other person, which in any manner may arise from any action or inaction taken by Agency, or my creditors, in connection with any services rendered by Agency for me.

6. I instruct you to forward any information that I provide to you to any of my creditors who will be considering me for a Debt Management Plan and who request this information. Also, I give my permission for my file to be reviewed by a third party for quality assurance, auditing, and/or training purposes.

Usage of credit: I hereby certify that all of my credit cards have either been returned to the creditor, lost, destroyed, or turned into Agency for disposal. I voluntarily agree that no further charges will be made on the accounts. In the event that there is no balance on an account, I will request that the creditor close the account. I further understand and agree that I will not apply for, nor will I ask anyone for more credit or assume any new debts without prior discussion with Agency. Many creditors have specific policies against Debt Management clients opening new credit accounts, and **some creditors will terminate clients from a Debt Management Plan for opening new accounts.**

Most of our funding comes from voluntary contributions from creditors who participate in Debt Management Plans (DMP). Since creditors have a financial interest in getting paid, most are willing to make a contribution to help fund our Agency. These contributions are usually calculated as a percentage of payments you make through your DMP – up to fifteen percent (15%) (Contributions average 8-10%) of each payment received. However, your accounts with your creditors are to be credited with one hundred percent (100%) of the amount you pay through us and we will work with all your creditors regardless of whether they contribute to our Agency. Our DMP's serve the dual role of helping you repay your debts and helping creditors to receive the money owed them.

I acknowledge that I have read, understand and initialed each of the above provisions, terms, and conditions of this agreement. Both Agency and I have received a copy of this agreement. Agency and I agree that there are no other agreements, promises, or representations, unless executed in writing between Agency and me other than those contained in this agreement.

Applicant Signature/Date

Counselor Signature/Date

Applicant Signature/Date