

VALLEY COLLECTION SERVICE, LLC

7025 N 58TH AVE

GLENDALE, AZ 85301

PO BOX 520 GLENDALE, AZ 85311

(623) 931-4325 (623) 934-4041 FAX

CONDITIONS FOR ACCEPTING ACCOUNTS BY VALLEY COLLECTION SERVICE, LLC HERINAFTER REFERRED TO AS THE AGENCY.

Accounts will be accepted for collections for any amount as long as the most recent date of prior payment or of service is within the statutory period. Accounts may be accepted through any medium, including computer disk, e-mail, computer printout, manually prepared records or other computer technology.

The commission fee is 20% on all collections made, regardless of the amount of the account whether paid to **VCS or the CLIENT.** This amount can be added on to the amount assigned to the agency with the approval of the client.

The Agency shall implement through collection, procedures to achieve a maximum recovery of debt. These procedures shall include telephone calls, mail efforts and skip tracing procedures whenever necessary. Information concerning a delinquent debtor may be released to a credit bureau or other third parties, unless such release would be contrary to the privacy rights of certain debtors as expressed in the federal and state laws.

Legal action can be taken when all other collection efforts fail. Such action will be taken on accounts over \$1,000.00 only. **HOWEVER, SUCH ACTION WILL BE TAKEN ONLY UPON RECEIPT OF WRITTEN AUTHORIZATION FROM THE CLIENT IN EACH SPECIFIC INSTANCE.**

In the event of legal action being authorized, the Court costs (i.e.), the filing fee, and service or process for the suit are advanced by the Agency and will be deducted from the favorable judgment awarded by the Court. Attorney's fee will be paid by the Agency and, if collected, will be retained by the Agency after the recoupment of the costs, principal and Agency contingency fee.

However, should the Court rule in favor of the debtor because the creditor (client) failed to appear at the hearing to prove a claim against the debtor, any legal fee incurred by the Agency shall be paid by the client.

In the event agency does not file suit within 120 days, of suit authorization, Client, at its sole option, may recall the account from Agency and Agency shall cease further collection action on the account

The Agency is an independent contractor under this agreement and shall be liable for its own actions and those of its employees in connection with this agreement. The Agency agrees to hold **Town of Prescott Valley Customer Accounts Division** its officials and employees, harmless from Agency's negligence, errors or omissions or those of its employees, and agrees to defend and indemnify **Town of Prescott Valley Customer Accounts Division** its officials and employees for the same.

The Agency will provide, each month, a computerized report showing the amount collected on each debt during the previous month. A check for the amount due the client will be transmitted at that time.

The Agency will refer to the client any written appeal received from a debtor and will withhold further Collection efforts on that account until a written response is provided by the client.

Accounts assigned to the Agency may be recalled by the client as provided in the Collection Service Agreement, p.4, §11.

Once the account is turned over for collection, our agency is due its commission regardless of when the account was paid

ALL PAYMENTS MUST BE REPORTED TO VALLEY COLLECTION SERVICE PROMPTLY. ANY BILL SENT TO CLIENT FOR COMMISSION DUE MUST BE PAID TO THE AGENCY WITHIN 30 DAYS AFTER RECEIPT.

I HAVE READ THE ABOVE AND AGREE TO THE RATES AND CONDITIONS:

SIGNED _____ DATE _____

CLIENT NAME AND PHONE _____

CLIENT ADDRESS _____

VALLEY COLLECTION SERVICE _____ DATE _____