

**1. Debtor information**

Debtor Name \_\_\_\_\_ Trade or ABN \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Are there other known locations? Yes  No   
 If yes, please list on lines below:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Party to Contact \_\_\_\_\_ Telephone \_\_\_\_\_  
 Banks with \_\_\_\_\_ Debtor's Bank Account No \_\_\_\_\_

**2. Principal/Guarantor information**

SSN \_\_\_\_\_ DOB \_\_\_\_\_  
 Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**3. Important** (Please designate ALL that apply)

Commercial  Consumer  Construction Case  Judgment in Place Amount of Claim: \$ \_\_\_\_\_  
 Interest \_\_\_\_\_ % per contract Number of days the account is past due \_\_\_\_\_ days

**4. Please enclose all documents in your control that are part of this account.** (Please check ALL included)

Statement of Account  Credit Application  Any contracts, notes, NSF checks, or agreements pertaining to attorney fees or collection fees  
 Personal Guarantee(s)  Copies of NSF checks  Any notes or emails regarding this account

**5. Comments on the account** (Please check ALL that apply)

Account Disputed  Business Closed  Mail Returned  Phone Disconnected  
 Business Bankruptcy Filed \_\_\_\_\_ Threatened \_\_\_\_\_  
 Consumer/Personal Guarantor Bankruptcy Filed \_\_\_\_\_ Threatened \_\_\_\_\_

**6. Check type of service desired:**

10-Day Demand (Members only)  Immediate Action

**7. Member information (client)**

Company \_\_\_\_\_ Authorized Individual \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email Address \_\_\_\_\_ Telephone \_\_\_\_\_

**8.  Terms and Conditions**

I/we agree to NACM's terms as stated in the Terms & Conditions on page two of this document.

**Initial**

Authorized Signature \_\_\_\_\_ Member # \_\_\_\_\_ Nonmember   
 Printed Name \_\_\_\_\_ Date \_\_\_\_\_

\*In the Northwest (Washington, Oregon, Idaho, Montana, and Utah) services are provided by NACM Northwest Service Co. d/b/a NACM Commercial Services; in California, by NACM Commercial Services California, LLC; and in Nevada, by NACM Commercial Services Nevada, LLC.

**Claim(s) submitted to NACM Commercial Services for Ten-Day Demand Letter Service or Collection Service are subject to the following Terms and Conditions. By submitting a claim, Creditor acknowledges and agrees that Creditor has read, understands, and agrees to said Terms and Conditions. If Creditor has questions, Creditor may contact NACM by email at: [customerservice@nacmcs.org](mailto:customerservice@nacmcs.org) or by telephone at 800-622-6985.**

#### **Claim Submittals:**

1. NACM Commercial Services, ("NACM" herein) will send a demand letter upon Creditor's request, at the address provided by Creditor, directing the debtor to pay the creditor directly within ten days of the date of said letter. Creditor will receive an acknowledgement letter from NACM showing details of the claim. This is a free NACM member only benefit. Creditor will notify NACM if the claim is resolved within the ten-day period.
2. Claims will automatically be moved into NACM's Collection Service on the eleventh calendar day if NACM is not notified of the resolution of the matter.
3. Creditor has the flexibility of requesting immediate action on claims submitted and those claims will be directly entered to immediate collection service. Creditor will receive an acknowledgement letter. Collection fees will apply at that time.
4. Creditor shall be solely responsible for the timeliness and accuracy of claim amount, adjustments, and payments, and compliance with Federal and State laws and regulations, including the Consumer Credit Protection Act.
5. Creditor warrants and represents that the claim(s) assigned are valid and existing claims and agrees to provide documentation to support same. Creditor hereby authorizes NACM to report these claims to local and national credit reporting data bases.
6. Claims placed with NACM are not to be placed or handled with any other collection agency at the same time. Multiple bureaus attempting to collect the same debt is illegal and Creditor could be liable for submitting such claims at two agencies. By submitting a claim, Creditor asserts the same claim is not being worked by another collection agency.

#### **Additional Terms & Conditions:**

7. Creditor hereby appoints NACM as its agent to communicate with debtor(s) or debtor's agent on each collection account placed. Creditor hereby gives NACM full power and authority to collect said claim(s). Creditor will defend preference demands for payment received in regard to the claim and will indemnify NACM for these and any other claims the debtor may assert. NACM shall indemnify and hold harmless Creditor for NACM's actions in the attempt to collect the debt.
8. Creditor will discontinue sending statements to debtor once an account is placed for collection. Creditor statements may not represent the correct post-assignment balance, causing confusion and a potential violation of various statutes.
9. Creditor will refer any debtor inquiries to NACM or contact NACM to be sure of the correct amount owed prior to discussing payment with debtor.
10. NACM will perform skip tracing, asset searches, and other services as appropriate for claims placed.
11. Creditor shall have the ability to review the actions taken on claims placed with NACM by accessing their claims through the online member portal. Some activities won't be available for review online due to the sensitivity of the data.
12. Collection Service is on a contingency-fee basis. Creditor agrees to pay collection fees at the current published rates on all amounts collected, unless otherwise agreed to in writing. If merchandise or product is returned and accepted as payment, settlement, or credit, the regular collection rates will apply.
13. After a claim is placed for collection with NACM, Creditor is liable to NACM for all collection fees due, whether the payment is made directly to NACM or to Creditor. Creditor is required, and agrees, to promptly report to NACM all payments or product returns received from debtor.
14. NACM may add collection fees to claims where allowed by law and supported by creditor documentation. NACM may retain any post-assignment interest.
15. If Creditor has previously placed the account with another agency prior to placing the claim with NACM (i.e. second placements), the contingent rate will be 50%.
16. Creditor may request withdrawal/closure of a claim. However, NACM may require payment, up to the full collection fee, dependent upon the amount of labor and expense put forth to date. This will be decided on a case-by-case basis.
17. NACM reserves the right to modify rates upon 30 days advance notice to Creditor. Claims already assigned will continue to be serviced at the rate in place at the time of original assignment.
18. NACM will remit to Creditor all amounts due on claims collected, less fees due NACM and/or out-of-pocket expenses incurred by NACM in collection of the claim. Creditor hereby authorizes NACM to withhold from amounts collected on behalf of Creditor any delinquent amounts owed to NACM by Creditor.
19. NACM utilizes qualified attorneys should legal action become necessary to enforce payment of assigned claims. Creditor will be advised of rates and anticipated costs and will be responsible for costs associated with litigation. Creditor will be notified in advance and be required to pre-authorize any legal action. Accounts forwarded to an attorney or another agency are subject to increased contingent fee rates. NACM acts as the agent for Creditor and does not assume responsibility for the acts, omissions, or negligence of the correspondent, attorney or sub-agent to whom an account has been forwarded.
20. Creditor agrees to pay NACM interest at the maximum rate allowed by law on all amounts due NACM and not paid within 30 days of the date such amount is billed. Creditor further agrees to pay all collection costs and attorneys' fees incurred by NACM to collect any past due balance.
21. This agreement shall be governed by the laws of the State of Oregon and venue for any legal action to enforce these terms and conditions, or to resolve any dispute, shall be in Multnomah County. Prior to commencing any legal proceedings to resolve a dispute, the parties shall first undertake a good-faith effort to mediate such dispute with an agreed upon third-party mediator.