

**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 \_\_\_\_\_



**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 \_\_\_\_\_

**COVID-19 UPDATE:** Please be aware that certain states have restricted collection activities due to COVID-19. If your assigned claim is affected by these mandates, any collection activity (including 10-day Demand Service) will begin upon expiration of the applicable restriction(s). NACM Commercial Services is pursuing normal collection efforts (around any current mandates). If you have any questions, please don't hesitate to contact NACM.

In the Northwest (Washington, Oregon, Idaho, Montana, and Utah) services are provided by NACM Northwest Service Co. In California, by NACM Commercial Services California, LLC; in Nevada, by NACM Commercial Services Nevada, LLC, and in Colorado, New Mexico, and Wyoming, by NACM Commercial Services West LLC.; all operating under the d/b/a NACM Commercial Services.

**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. Creditor requests immediate action on claims placed with NACM and those claims will be directly entered into NACM's immediate collection service. Creditor will receive acknowledgment from NACM. Collection fees will apply at that time.
2. Creditor has the option to utilize NACM's 10 Day Free Demand service, available to NACM members only. Upon creditor exercising this service through the claim placement process, NACM will send a single demand letter on NACM letterhead instructing the debtor to make payment in full directly to the creditor within ten (10) calendar days of said demand letter. Creditor will receive an acknowledgment from NACM. Creditor will advise NACM upon any payments received by creditor within the established ten (10) calendar days. Full Payment received by creditor and reported to NACM within the established ten (10) calendar days will not be subject to the NACM fee schedule (Free). Any and all unpaid balances existing upon the established eleventh (11th) calendar day will automatically be moved into NACM's immediate collection service and become subject to the NACM fee schedule.
3. 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 but not limited to the Consumer Credit Protection Act.
4. 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 commercial claims to local and national credit reporting data bases.
5. 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:

6. 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 payments received by NACM related to any insolvency or bankruptcy proceedings. Further, creditor will indemnify, defend and hold harmless NACM from any claim, demand, liability, loss or expense including but not limited to attorney fees and legal costs asserted by the account debtor or any other party obligated with respect to the account debt arising from any act or omission of the creditor relating to the account, AND/OR any allegations that creditor has not complied in all respects with applicable laws including but not limited to the Consumer Protection Act, the Equal Opportunity Act and the Fair Debt Collection Practices Act.
7. 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.
8. 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.
9. NACM will perform skip tracing, asset searches, and other services as appropriate for claims placed.
10. 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.
11. Creditor reserves the right to audit NACM and its processes and may perform relevant tests to ensure that NACM is compliant with applicable laws including but no limited to the Consumer Protection Act, the Equal Opportunity Act, the FDCPA and the TCPA. NACM will permit creditor to perform an audit to include technical, physical and premises inspections and will cooperate and furnish all requested materials in a timely manner within no more than five (5) business days.
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 claim but will be subject to the full fee that would have been earned by NACM and creditor will be invoiced accordingly.
17. When NACM discovers that creditor had already received payment by the debtor prior to account placement with NACM, a Discovery Fee of ten percent (10%) will be due NACM and creditor will be invoiced accordingly.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.