



## CHECK COLLECTION SERVICE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS 20th day of October, 2009 BY AND BETWEEN WTA HEREINAFTER REFERRED TO AS "CLIENT " AND CASCADe CREDITORS' SERVICE, AT BELLINGHAM, WASHINGTON HEREINAFTER REFERRED TO AS "AGENCY".

WHEREAS, AGENCY IS ENGAGED IN THE BUSINESS OF COLLECTING DELINQUENT ACCOUNTS RECEIVABLE AND THE PARTIES HERETO DESIRE TO ASSIGN DELINQUENT ACCOUNTS FOR CLIENT, IT IS AGREED AS FOLLOWS:

**BEST EFFORT.** AGENCY WILL USE ITS BEST EFFORT TO COLLECT ACCOUNTS RECEIVABLE REFERRED TO AGENCY FOR COLLECTION BY CLIENT AND WILL EXERCISE REASONABLE CARE TO PROTECT CLIENT'S VALUABLE NAME AND EXCELLENT CUSTOMER RELATIONSHIP.

**COMPLIANCE WITH LAWS.** AGENCY WILL COMPLY WITH ALL STATE AND FEDERAL FAIR DEBT COLLECTION PRACTICES ACTS.

### CHECK RECOVERY COMPENSATION:

- A. A HANDLING FEE OF \$35.00 PER CHECK WILL BE ASSESSED TO THE CHECK WRITER.
- B. CLIENT WILL RECEIVE REMITTANCE OF 100% OF THE FACE VALUE OF ALL CHECKS RECOVERED.
- C. AGENCY WILL BE ENTITLED TO ALL RECOVERD COLLECTION COSTS AND INTEREST.

**LEGAL ACTION.** AGENCY WILL NOT INSTITUTE LEGAL ACTION WITH RESPECT TO ANY ACCOUNT WITHOUT PRIOR WRITTEN CONSENT OF CLIENT. ALL COURT COSTS WILL BE ADVANCED BY AGENCY AND CHARGED TO THE DEBTOR TO THE EXTENT AND IN THE MANNER PERMITTED BY LAW.

**DIRECT PAYMENTS.** CLIENTS WILL PROMPTLY REPORT TO AGENCY ALL DIRECT PAYMENTS RECEIVED BY CLIENT ON ACCOUNTS PLACED FOR COLLECTION. AGENCY IS ENTITLED TO FULL COMMISSION AS HEREIN PROVIDED ON ALL MONIES RECOVERED OR RECEIVED ON THE ACCOUNTS AFTER THE DATE OF ASSIGNMENT, WHETHER PAID TO AGENCY OR CLIENT.

**SETTLEMENTS.** AGENCY SHALL NOT SETTLE ANY ACCOUNT PLACED FOR COLLECTION WITHOUT PRIOR AUTHORIZATION FROM CLIENT. AGENCY IS ENTITLED TO FULL COMMISSION PLUS ALL COLLECTION AND COURT COSTS ASSESSED REGARDLESS OF SETTLEMENT AMOUNT, UNLESS WAIVED BY AGENCY.

**ACCOUNTING.** AGENCY WILL MAIL OR DELIVER TO CLIENT, ON OR BEFORE THE 25th DAY OF EACH MONTH, AN ACCOUNTING OF ALL COLLECTIONS RECEIVED DURING THE PREVIOUS MONTH. ALL PAYMENTS RECEIVED BY CLIENT WILL BE DEDUCTED, RESULTING IN A "NET" SETTLEMENT STATEMENT AND TRUST REMITTANCE. IN THE EVENT MONIES ARE DUE AGENCY, CLIENT WILL REMIT PAYMENT WITHIN FIFTEEN DAYS.

**AUDIT.** ALL ACCOUNTS PLACED FOR COLLECTION ARE SUBJECT TO AN AUDIT AT ANY TIME DURING USUAL BUSINESS HOURS BY THE CLIENT OR BY INDEPENDENT AUDITORS SELECTED BY THE CLIENT.

**TRUST ACCOUNT.** COLLECTION EFFECTED THROUGH AGENCY'S COLLECTION EFFORTS WILL BE DEPOSITED IMMEDIATELY INTO ITS CLIENT TRUST ACCOUNT MAINTAINED IN A BANK, BUT MAY INCLUDE OTHER CLIENT TRUST FUNDS.

**CONFIDENTIALITY.** ANY INFORMATION PROVIDED BY CLIENT ON THE DEBTOR WILL BE USED SOLELY FOR SKIP TRACING AND/OR COLLECTING DEBTOR'S ACCOUNTS. THIS INFORMATION WILL BE HELD BY AGENCY IN THE STRICTEST OF CONFIDENCE AND WILL BE USED FOR NO OTHER PURPOSE. AGENCY RETAINS THE RIGHT TO SHARE DEBTOR INFORMATION FOR THE PURPOSE OF CREDIT REPORTING UNLESS CLIENT OTHERWISE DIRECTS.

**INDEPENDENT CONTRACTOR.** AGENCY IS AND SHALL AT ALL TIMES BE AN INDEPENDENT CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

**INDEMNIFICATION.** AGENCY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT FROM AND AGAINST ANY DAMAGE, LOSS, EXPENSE, COST LIABILITY, PENALTY OF CLAIM BY OR ON BEHALF OF ANY PERSON ARISING OUT OF PERFORMANCE OF THIS AGREEMENT, ITS BREACH BY AGENCY OR THE COLLECTION ACTIVITIES OF AGENCY.

**ENDORSEMENT.** AGENCY SHALL HAVE THE RIGHT TO ENDORSE ON CLIENTS BEHALF ANY AND ALL INSTRUMENTS RECEIVED BY AGENCY IN PAYMENT OF ACCOUNTS SENT TO IT BY CLIENT.

**TERMINATION.** THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER PARTY UPON 30 DAYS WRITTEN NOTICE TO THE OTHER PARTY.

**INTERPRETATION.** THIS AGREEMENT SHOULD BE CONSIDERED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

**ASSIGNMENT AGREEMENT.** CLIENT MAY FROM TIME TO TIME REFER TO VARIOUS ACCOUNTS, CONTRACTS, CHECKS, DRAFTS AND MONEY ORDERS, HEREAFTER REFERRED TO AS INSTRUMENTS FOR COLLECTION. SUCH REFERRALS SHALL BE ACCOMPLISHED BY THE PHYSICAL OR ELECTRONIC TRANSMISSION OF SUCH INSTRUMENTS. SAID TRANSMISSIONS NEED NOT BE ACCOMPANIED BY A SEPARATE FORMAL DOCUMENT OF ASSIGNMENT. SUCH REFERRALS SHALL IN ANY EVENT OPERATE AS AN ASSIGNMENT TO AGENCY OF ALL CLIENTS RIGHTS AND TITLE AND INTEREST IN AND TO SUCH INSTRUMENTS. CLIENT AGREES TO EXERCISE DUE DILIGENCE IN THE PROVIDING OF INFORMATION.

THEREAFTER, AGENCY SHALL HAVE WITH REGARD TO ANY SUCH INSTRUMENTS, FULL POWER TO COLLECT, SUE UPON, SETTLE, COMPROMISE OR DISCHARGE. AGENCY SHALL ALSO HAVE FULL POWER TO RECEIVE AND ENDORSE ANY CHECK, DRAFT OR MONEY ORDER RECEIVED IN PAYMENT OR PARTIAL PAYMENT OF ANY INSTRUMENT SO ASSIGNED FOR COLLECTION.

DATE: 10/26/2009

BY: NEIL KOSHLAY  
(PLEASE PRINT) AGENT FOR WTA

CASCADE CREDITORS' SERVICE

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