

# AGREEMENT FOR COLLECTION SERVICES

This contract, entered into on this 25th day of February, 1991, between Nassau County Board of Commissioners (hereinafter Client), a corporation/sole proprietorship/partnership, located at Fernandina Beach, Florida, and Equifax is for the purpose of employing Equifax for the collection of past due accounts on behalf of the Client.

It is hereby agreed that certain accounts to be selected by the Client will be forwarded to Equifax and Equifax will conduct collection efforts based upon the information and documentation furnished by Client. Client agrees to provide Equifax with all requested documentation promptly, in a form and format specified by Equifax. Upon receipt of each claim from Client, Equifax shall process same as follows:

## I. PRECOLLECT SERVICE

- ~~XXXX~~ (a) Letter Service Only - \$4.00 per claim for sending a letter and posting on the Credit Bureau file if not paid within the grace period.
- \_\_\_\_\_ (b) Full Service - \$3.00 per claim for sending a letter and, if not paid within the grace period, claim will be forwarded for collection service at an agreed upon contingency fee of 33 1/3 / 50 %, on the other forms as specified in II below.

## II. COLLECTION SERVICE

- \_\_\_\_\_ (a) Claims forwarded for collection service will be processed by sending notices and attempted telephone contact for a contingency fee of \_\_\_\_\_ % of all monies collected. All contingency fees will be deemed earned upon the occurrence of either of the following: (a) collection by Equifax on behalf of Client for claims placed; (b) direct payment to Client by debtor after claim is placed with Equifax, regardless of cause for said payment, in whole or in part. To facilitate this agreement, client agrees to report to Equifax all direct payments by debtors within ten (10) working days of receipt of such payments.

**Hold Harmless:** Client agrees to indemnify and hold Equifax harmless for any counterclaims, suits, demands or causes of action which may be brought against Equifax as a result of any false or incorrect information supplied to Equifax by Client, or any action or failure to act on the part of Client or its agent, except when taken at the direction of Equifax.

**Credit Bureau File:** Equifax agrees to place any account in excess of \$10 on the Credit Bureau file if the debtor fails to pay the debt in full within thirty (30) days from date of placement of the account with Equifax. Cancellation by either party of service may result in all claims being eliminated from the Credit Bureau file.

Equifax will provide a monthly statement reflecting claims paid in the Collection Service (By the 10th of every month). Payments shall be the total collected on behalf of the client, less contingency fee earned, pursuant to this agreement.

It is mutually agreed that this contract shall remain in force and effect until written notice of cancellation be given by either party. Cancellation shall not affect Equifax's right to payment on debts placed with Equifax prior to cancellation.

Client Name <u>Nassau County Board of Comm</u>	<u>Equifax Collection Service,</u>
Address <u>P.O. Box 1010</u>	Credit Bureau Member Number _____
<u>Fernandina Beach, Fl. 32034</u>	Equifax, Inc. Client Code _____
By <u><i>Jim B. ...</i></u>	By <u><i>Jusie Paula</i></u>
Title <u>Chairman of the Board</u>	Title <u>Account Specialist</u>
Date <u>2-25-91</u>	Date <u>12/10/90</u>
Phone # <u>904-261-8502</u>	