



CONTINGENT RETAINER AGREEMENT

This agreement is made by and between **NeF Capital Group, LLC**, herein after referred to as Agency, and \_\_\_\_\_, herein after referred to as Client, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

The Agency and Client hereby agree as follows:

1. Agency will perform collection services for Client and Client will pay Agency a contingency fee on any amounts received as follows:

Consumer Cases

	FILES LESS THAN ONE YEAR	FILES GREATER THAN ONE YEAR
A. Over \$150.00	30%	35%
B. Under \$150.00	40%	50%

**Your initial portfolio of consumer cases will be handled on a  
28% contingent fee basis regardless of size or age.**

Commercial Cases

Files Less Than One Year Old: 26%  
Files More Than One Year Old: 30%

**Your initial portfolio of commercial cases with be handled on a  
26% contingent fee basis regardless of age.**

2. Client shall only assign bonafide claims for collection. Client shall separately identify disputed accounts as such upon assignment. Client shall not assign accounts that have been included in a bankruptcy. In the event that Client becomes aware that a collection matter is disputed or involved in a bankruptcy, immediate notice shall be provided to Agency by Client.

With regard to information provided to Agency by Client, Client agrees to indemnify and save harmless Agency from and against any and all loss, cost, act, damage, claims and injury on account of any matter or thing made, done, permitted or neglected by Client in connection with the information forwarded to Agency on accounts submitted for collection.

Client agrees to fully cooperate with Agency in the collection of the assigned debts. Client will provide all invoices, statements and any other documents to substantiate the assigned debt when requested by Agency.

3. Client agrees to notify Agency immediately of all direct payments received after an account has been assigned to Agency, and Client understands that Agency is entitled to a full contingency fee on all monies recovered whether paid to Agency or to the Client directly.

4. The Agency shall immediately notify Client of any potential, threatened or actual counterclaim denominated as such, asserted either by answer, motion, or otherwise and forwarded to Client along with all relevant pleadings containing such counterclaims.

5. Client authorizes Agency to endorse checks and money orders received in payment of claims assigned to the Agency for collection and/or deduct contingency fees on claims paid directly to the Client from any monies due the Client, and the Agency agrees to handle Client's money using a non-interest bearing trust account.

6. Agency agrees to remit to Client, on a monthly basis, all monies due to Client, less the contingency fee and authorized expenses, on accounts that have been collected during the preceding month, together with a report regarding the accounts as referred by Client to Agency.

7. While Agency is working an account, Client shall have no contact with their debtor concerning referred matters, and shall refer all such discussions to Agency.

8. Agency may enter into term payment plans with Debtors without prior authorization of Client, if such payment plans constitute payment of the full amount owed to Client.

9. Should legal action be recommended by Agency on any account, Client will be notified and Client will acknowledge confirmation and authorization of same in writing prior to any legal action being instituted. Litigation shall be handled by Client's attorney, or by an attorney recommended by Agency and accepted by the Client, as may be decided by client on a case-by-case basis. Client will cooperate with litigation counsel to the extent necessary. It is understood that while Agency will work with both Client and the chosen litigation attorney, Agency does not represent Client in litigation or practice law. Litigation cases are subject to a 40% contingent fee, plus expenses.

10. This agreement may be terminated for reasonable cause, by either party on giving thirty (30) days written notice to the other at its respective addresses or to any other address designated in writing. However, if the Agency breaches this Agreement in any way, Client may terminate this Agreement immediately upon written notice to the Agency. Upon the withdrawal of any Account(s) or the termination of this Agreement, the Agency shall return to Client all papers or other documents in connection with the Account(s). All rights and obligations arising under this Agreement prior to termination shall survive such termination.

11. In the event that litigation is necessary in remedying any breach of this Contingent Retainer Agreement, all costs and expenses of litigation, including attorneys fees, will be borne by the non-prevailing party.

12. Client agrees to indemnify and save harmless Agency from and against any and all loss, cost, act, damage, claims and injury on account of any matter or thing made, done, permitted or neglected by Client in connection with the information forwarded to Agency on accounts submitted for collection. Client agrees to fully cooperate with Agency in the collection of the assigned debts. Client will provide all invoices, statements and any other documents to substantiate the assigned debt when requested by Agency.

13. In performance of its services hereunder, it is intended that, in general, the Agency will be an independent contractor, free of control by Client over manner and time of rendering such services provided. The Agency shall comply with all Federal, State, and Local consumer and collection laws, bankruptcy laws, and any and all other laws, regulations, rules and ordinances governing debt collections in general. The Agency shall also comply with all stated internal policies of Client concerning such activities.

14. No modifications, waiver or amendments of any provision of this Agreement shall be made except by written agreement signed by duly authorized officers of the parties hereto. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach.

15. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial Arbitration Rules, and judgment on the award by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. This Agreement contains the entire understanding of the parties with respect to the subject matter and supercedes all previous verbal and written Agreements; there are no other agreements, representations or warranties not set forth herein. Each agrees and acknowledges that the laws of New Hampshire shall govern the validity, construction, interpretation, and effect of this Agreement.

THIS AGREEMENT shall be binding upon the parties.

IN WITNESS THEREOF, the parties hereto have here unto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_  
**NeF Capital Group, LLC**  
David S. Osterman, General Counsel

By: \_\_\_\_\_

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65 Pinewood Road, Box 4  
Allenstown, NH 03275

(866) 855-2999  
(603) 485-5311 Fax

## **A Note Concerning Interest, Collection Fees, and File Information**

**State law requires that such fees be specifically agreed upon by you and your debtor if they are to be enforceable. We suggest that the following language be included in your new client intake form, contract, delivery ticket, payment agreement, or any other financial agreement that you have with your client/customer:**

*“The customer [or client] agrees that any amount unpaid after thirty days will be subject to interest at the rate of 18% per year (1.5% per month) until such unpaid amount is paid in full. Additionally, customer [or client] will be responsible for the reasonable cost of collection of any such unpaid amounts, including collection and attorney’s fees.”*

**If you want us to collect interest or collection fees, please send a copy of your agreement with the debtor along with the referral. Without that contract, we will make demand for the principal amount due.**

**If you want us to report your debtors to the credit bureaus, we must have the debt’s “delinquency date”. That date is 31 days after the debt became due. If that date is not obvious from the statement or invoice, please let us know what it is.**

**There is no such thing as too much information in this business. Our Case Referral Form can be used to send us cases, but please tell us everything that you think might help us.**



**MASTER CLIENT INFORMATION SHEET**

**This document will provide NeF Capital Group, LLC (NeF) with the basic information about your company required to handle your collection matters.**

Your company name and address:


Billing or Accounts Receivable Manager and telephone number:

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Contact Person For Our Questions:


Will the contact person named above be the individual responsible for providing NeF Capital Group with case update information including, information concerning:

1. Direct payments made by debtor to client subsequent to NeF's initial letter to debtor.  
Yes \_\_\_ No \_\_\_
2. Debtor dispute information. \_\_\_ Yes \_\_\_ No
3. Debt verification data. \_\_\_ Yes \_\_\_ No

Please provide an email address for your primary contact person:

Please provide your fax number:

Do you have a signed agreement with the debtor that includes interest on unpaid balances?  Yes  No  
If so, what is the interest rate? \_\_\_\_%

Do you have a signed agreement with the debtor that permits penalties to be assessed for bad checks given?  
 Yes  No If so, what is the amount of the penalty? \_\_\_\_\_

Do you have a signed agreement with the debtor that permits collection fees and/or attorney's fees to be assessed when necessary? Often, this is included on your new client intake form.  Yes  No

Please send us a copy of your signed agreement with each referral.

**Do you want you debtors reported to Credit Bureaus?**  Yes  No

**Please note. To report your debtors to credit bureaus, we need your last unpaid service date or the debtor's delinquency date. The delinquency date is the 31<sup>st</sup> day after the debt was due. We cannot report without this information. The credit bureaus will reject any report that does not list this information**