



Trans Recovery Solutions
Specializing in Transportation Debt Collections

SERVICE AGREEMENT

TRANS RECOVERY SOLUTIONS, LLC herein referred to as “AGENCY” and _____, herein referred to as “CLIENT” agrees that the accounts placed with the AGENCY are subject to the terms and conditions of the following agreement between the said parties on _____. Whereby the AGENCY will attempt to collect unpaid account/s, invoices, judgments, non-sufficient funds, drafts and other unpaid claims that are due client.

1. Collection activities will be in compliance with Federal, State, and Local Laws and regulations, and be courteous and business like which is consistent with the image and reputation of the CLIENT. AGENCY reserves the right to refuse to collect any account in its sole discretion, deems to be detrimental to its interests.
2. Collections made by the AGENCY on client’s accounts will be deposited immediately into a trust account maintained for client’s disbursements. All collections made by AGENCY on client’s accounts will be remitted to CLIENT less AGENCY collection fee, within seven (7) days after payment has cleared the Trust Account. CLIENT will have 24/7 online access to AGENCY’s operating system, via online client-portal, and will be able to obtain all account updates, account activity, activity reports & all payments recovered and received.
3. CLIENT authorizes AGENCY to endorse and deposit in its Trust Account any and all checks, money orders, drafts, cash etc. made payable to or paid to AGENCY for CLIENT on accounts placed with AGENCY. AGENCY must obtain authorization from CLIENT before any reduced settlement offer is made on all/any accounts. AGENCY’s collection fee percentage will be of the amount collected.
4. CLIENT agrees to provide AGENCY with information on all direct payments, adjustments, and disputes within a timely manner, not to exceed 15 days. If CLIENT receives payment from debtor and does not advise AGENCY of payment(s) received, per FCRA, there may be a fine proposed upon CLIENT.
5. AGENCY welcomes and offers discounted contingency fees to CLIENTS based on substantial placement amounts. AGENCY’S representative will provide this information upfront. AGENCY fee, once established, will not change or elevate once collection procedures have commenced as long as all discrepancies have been disclosed by CLIENT. AGENCY will be entitled to the following contingency percentages on collections made by AGENCY on CLIENT’S accounts, if no prior amendment is in place:

Balance	0-60 Days	61-90 Days	91-120 Days	121-180 Days	181-364 Days	365 Days +
0 - \$1,000	20%	25%	30%	33%	34%	34%
\$1,001 - \$5000	15%	17.5%	20%	25%	30%	34%
\$5001 - \$10,000	12.5%	15%	17.5%	20%	25%	34%
\$10,001 +	10%	12.5%	15%	17.5%	25%	34%

34% - On all Second Placements, Post-Driver Expenses, Judgments & Debtors/Companies Out-of-Business.

6. This agreement will be effective as of date shown and continue in effect until terminated as herein provided. Either party may terminate this agreement by giving the other party thirty (30) days notice by certified mail; however, CLIENT may terminate this agreement immediately in the event AGENCY violates any of the terms or provisions of this agreement. Termination or cancellation of this agreement by either party will not affect the collection enforcement or validity of any accrued obligations owing between parties.
7. The laws of the state of Mississippi govern this agreement and the parties acknowledge that this agreement is entered into the State of Mississippi and CLIENT’S state or residency.

AGENCY: TRANS RECOVERY SOLUTIONS, LLC
 BY: William E. McElhaney
 Date: _____

Client: _____
 Signature: _____
 Date: _____