

Return this completed form to:
David Mecham,
david@titanrevenuesolutions.com



Debt Recovery Agreement

The business, organization, or individual signing this agreement (to be known as **Client**) and Titan Revenue Solutions (to be known as **Titan**) agree to the following terms and conditions.

1. Titan agrees to provide debt recovery services to Client on accounts assigned by Client, and deemed collectable by Titan. Client agrees to provide Titan with sufficient account information to begin collection, and to provide additional information when requested by Titan. Client warrants all accounts are valid and legally enforceable. Titan reserves the right to cancel any account deemed uncollectable or unenforceable with notification to Client.
2. Titan agrees to use ethical and lawful means to collect on accounts and remain in compliance with state and federal regulations, including the FDCPA and HIPPA. No settlement on accounts for less than the amount assigned will be accepted without prior written authorization from Client.
3. Titan agrees to provide client with timely status reports and to respond to Client's inquiries. Client agrees to promptly notify Titan if payment is made directly to Client. Titan will be entitled to its normal commission on payments made directly to Client and that Titan may elect to invoice Client, or deduct commissions from Client's account.
4. Titan will obtain Client's written authorization before filing a lawsuit. Client understands all lawsuits will be handled by an outside law firm, and that Titan agrees to pay all costs associated with the lawsuit. Titan agrees to use its best judgment in selecting accounts for legal action. Titan will not be responsible to provide legal representation for Client in the event of a countersuit against Client. Client agrees no direct payments may be accepted after agreeing to the lawsuit, and will be responsible for all costs associated with the lawsuit in the event Client accepts a direct payment.
5. Titan agrees to remit collected funds due Client once per month by check. Collected funds will be held in trust until the 15th day of the following month from the date collected. Titan will provide a remittance report detailing payments received and commissions withheld. If a lawsuit is filed, Titan will be reimbursed from any payments made thereon for outside costs associated with the suit prior to any other disbursements. Outside costs will not be deducted from principal amounts due Client.

6. Titan agrees to defend, indemnify, and hold Client harmless against any and all liability, loss and expenses, including attorney fees, occasioned by claims or suits for loss or damages arising out the acts of Titan, servants or employees of Titan. Conversely, Client agrees to defend, indemnify, and hold Titan harmless against any and all liability, loss and expenses, including attorney fees, occasioned by claims or suits for loss or damages arising out the acts of Client, servants or employees of Client.
7. Either party may cancel this agreement with a 30 day written notice. In the event of cancellation, Titan reserves the right to complete work on any accounts with established payment plans or in the event a lawsuit has been filed.
8. Following the acceptance of the assignment by Titan, Client shall pay Titan a commission on all payments received on assigned accounts, regardless of whether payment is directed to Titan or Client. Commission rates are as follows:

40% Commission on assigned balances

9. This instrument contains the sole and only agreement of the parties hereto relating to the assignment and collection of accounts, and correctly sets forth the rights, duties, and obligations of such to the other in connection therewith as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force and effect.

Accepted By:

(Titan Agent Name)

(Client Company / Organization Name)

(Titan Agent Signature)

(Client Agent Name & Title)

(Date)

(Client Agent Signature & Date)

Client Supplemental Information:

(Contact Name:

(Address)

(Phone)

(City / State / Zip)

(Fax)

(Email)

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