

# SAMPLE



6/17/2010

John Doe

Dear John Doe,

Congratulations! Please allow Northeast Settlement Group the opportunity to welcome you to our SettleShort Green Light Program. Northeast Settlement Group is committed to providing excellent service and support on your path of improving your financial future.

Take a moment to review the contents of this "Welcome Kit".

- **SettleShort Green Light Service Agreement**
- **Check Draft Form** (to be debited as each settlement is accepted)

Please sign and date where necessary and return your agreement and application back to us as soon as possible so that we can complete processing your file.

Remember, our service's offer a variety of solutions and assist you with improving your current financial situation. If you know of others who would benefit from such a tremendous program, please have them contact NE Settlement Group, to inquire.

**Welcome again to our Debt Settlement Program!** We look forward to servicing your needs and exceeding your expectations throughout the entire program.

Sincerely,

**Brandon Runge**  
*Certified Debt Analyst*

**320 West Main Street**  
**Norton MA 02766**  
**Phone:** (508) 618-4177  
**Fax:** (888) 380-6642  
**Email:** brandon@settleshort.com  
**Toll Free:** (866) 794-1869

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## SettleShort Green Light Program Service Agreement

- Parties.** This agreement (the "Agreement") is made 6/17/2010 between **John Doe** (referred to herein as "Customer" even if more than one) and **Northeast Settlement Group, Inc.**, whose address is **320 W. Main St, Norton, MA,02766** (referred to herein as COMPANY). Customer acknowledges that various members of the COMPANY staff, or other independent contractors employed by COMPANY, may assist in handling this matter. However, no other party has received permission from COMPANY to charge additional fees for the negotiation service to be performed under this Agreement.
- Effective Dates:** This AGREEMENT to become effective on date noted in paragraph 1 but will be retroactive to the date that the COMPANY first provided service. This AGREEMENT will terminate once all of the CUSTOMER'S enrolled accounts have been resolved, or by termination by either party as directed by the terms of this AGREEMENT.
- Purpose of Agreement:** Customer and COMPANY agree that the purpose of this AGREEMENT is for the resolution of claims made against Customer by the following creditors in the attached Schedule A, herein referred to as "CREDITOR(S)".  
These claims are referred to as Customer's debts.
- Fees:** Customer agrees to pay COMPANY a program fee equal to 15% of the savings amount, of each enrolled debt. The program fee will be charged to the CUSTOMER as settlements of 50% or lower are reached with each creditor. Any settlement offers above 50% can be refused by the CUSTOMER and COMPANY will continue to work until a settlement of 50% or less is obtained. Any settlements obtained at 50% or lower will be considered complete and it will be the responsibility of the CUSTOMER to meet all terms set forth in the creditors settlement offer. It is expected that CUSTOMER will maintain the availability to funds to cover at least 50% of total remaining enrolled debts at all times until all enrolled debts are satisfied. If CUSTOMER fails to meet the creditors' settlement agreement and the need arises for COMPANY to renegotiate the terms, this enrolled debts fees will be charged again. A \$500 Retainer will be charged to initiate the Program. This Retainer is non refundable. CUSTOMER agrees to have fees debited upon reaching approved settlements shown on the Electronic Funds Authorization Form attached to this AGREEMENT.
- Customer Responsibilities:** Customer agrees to be truthful and cooperative; to promptly notify COMPANY of any phone number or address changes; to fill out and return any and all papers and questionnaires supplied by COMPANY within 5 days; and to reasonably consider COMPANY recommendations regarding any potential settlements. Customer expressly agrees to make timely payments for services rendered and to reimburse COMPANY.
- COMPANY Responsibilities:** COMPANY has a duty to maintain the confidences and secrets of Customer. Company will perform the duties described in the agreement; will keep Customer reasonably informed of the progress of negotiations; and will respond to Customers inquiries and communications, Company will begin negotiation of Customer accounts as soon as Customer has savings available to fund anticipated settlement.
- No interference with CUSTOMER-CREDITOR(S) Relationship:** Customer acknowledges and agrees that COMPANY has not, and it will not in the future, take any action to disrupt the relationship between the Customer and any creditor or person with whom Customer has a contractual or business relationship. Customer represents that COMPANY has not given Customer any recommendation regarding the Customers determination to reduce or terminate payments to any creditors.
- Arbitration:** Both parties agree that if customer feels that a dispute that cannot be resolved between parties as per the terms of this AGREEMENT, Customer will submit a request to AAA (American Arbitration Association) for binding arbitration by an arbitrator and in a location of AAA's choosing. This type of arbitration means that both parties waive rights to a trial by jury and to appeal.
- Savings Budget/Payments to Creditors by Customer.** Customer agrees to budget settlement funds in CUSTOMERS own personal bank account. Customer agrees to set aside these funds for distribution to creditors and to continue to budget and deposit monies into personal savings until all Enrolled Debts are settled in full.
- Entire Agreement:** This written agreement constitutes the full and complete agreement between Customer and COMPANY. This written agreement supersedes any and all other agreements or understandings, whether written or oral, for the matter described in paragraph 2.
- Pertinent Documents:** Customer must provide all correspondence, letters, records, receipts, bills, statements, evidence, legal papers, judgments and anything the Customer feels COMPANY should review in furtherance of Customer's representation within (5) days.



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## Check Draft Authorization

I, John Doe, authorize Northeast Settlement Group, Inc. to initiate funds from the checking account indicated below. I also authorize my depository financial institution to honor these transfers.

\*Bank Name \_\_\_\_\_

\*Routing # \_\_\_\_\_

\*Account # \_\_\_\_\_

\*Check # \_\_\_\_\_

### Fee Schedule:

**\*Retainer of \$500, due upon enrollment.**

**\*15 % of savings amount, of each enrolled debt, due upon settlement of said debt.**

I have read and agree to all of the terms and conditions on this page and any other contract or document that accompanies this agreement. I certify that I am the authorized account holder for this checking account. I understand this is a binding agreement and I will receive a copy of each check draft in my statement when the item has cleared.

I understand this is a legal binding agreement between Northeast Settlement Group and John Doe.

I understand that all returned checks are subject to a \$25.00 NSF Fee. This agreement will remain in effect until Northeast Settlement Group, Inc. receives my written notice of cancellation via mail, fax or email.

\* \_\_\_\_\_

**John Doe**

\* \_\_\_\_\_

**Date**