



**Stuart-Lippman**  
And Associates, Inc.

**AGENT BALANCE  
COLLECTION CONTRACT**

This agreement made and entered into this

\_\_\_\_\_ day of \_\_\_\_\_

By STUART-LIPPMAN AND ASSOCIATES, INC. hereinafter referred to as AGENCY, and

\_\_\_\_\_ hereinafter referred to as CLIENT.

The CLIENT agrees to assign AGENT BALANCE and/or other ACCOUNT RECEIVABLES to AGENCY and AGENCY agrees to pursue the receivables with its normal collection practices. Further, AGENCY shall abide by all State and Federal laws and regulations governing the collection of accounts.

**Legal-Client Advances Costs** AGENCY is an independent contractor, insured, licensed, and bonded, and is solely responsible for the employment, acts and omissions, control and direction of its employees. AGENCY shall indemnify and save CLIENT harmless from any and all claims, demands, or causes of action that may be asserted due to collection activity of AGENCY on accounts referred by CLIENT.

**COUNTER- CLAIMS & THIRD PARTY CLAIMS-** AGENCY assumes in good faith that the debts CLIENT asks AGENCY to collect are valid and not in dispute. If a counterclaim or third party complaint is filed against CLIENT or AGENCY as CLIENT'S representative in a collection case AGENCY would request that CLIENT retains own counsel or if CLIENT prefers, AGENCY would negotiate an hourly fee with CLIENT for the defense of those matters.

**WARRANTIES & INDEMNIFICATION-** AGENCY warrants that it shall follow all applicable laws in the collection of CLIENT'S accounts; CLIENT warrants that it shall only place valid and legal accounts for collection, accounts that are not subject to any prior or current legal action or that are the subject of any pending , or unresolved labor law claims. AGENCY and CLIENT agree that they shall mutually indemnify each other only for acts of their own respective culpability, and said indemnity shall not include the cost of mounting a legal defense.

**METHOD OF CALCULATION-** Percentage fees are charged against all funds or property collected. Attorney fees and post judgment interest awarded by the Court or collected by AGENCY are not considered CLIENT funds and are retained as part of AGENCY'S fee, less any fees advanced by CLIENT, which AGENCY shall reimburse to CLIENT. AGENCY shall add its agreed upon contingency fee to the principal balances assigned when appropriate. This only applies to accounts in which the appropriate account debtor has properly executed CLIENT'S contractual agreement.

**DIRECT REMITTANCE-** CLIENT will notify AGENCY immediately of all direct payments. AGENCY will include commissions owing on direct payments on collection statement. Whenever possible, CLIENT should transmit said payment to AGENCY in form received, together with accompanying correspondence, in order to avoid confusion. CLIENT agrees to pay all invoices for collections, which AGENCY is legally required to return, for a reason other than AGENCY'S fault, to agency upon receipt.

**POWER OF ATTORNEY-** CLIENT hereby authorizes AGENCY to act as CLIENT'S attorney in fact for the purpose of accepting funds or property in payment of debts due CLIENT which have been referred to AGENCY for collection, including endorsements of drafts payable to CLIENT or jointly to CLIENT and AGENCY for deposit to AGENCY'S trust account.

**CANCELED ACCOUNTS -** AGENCY'S normal fee applies to the amount referred for collection. In contingent fee cases, AGENCY profits by collecting accounts and not canceling them. Sometimes, those who owe money that CLIENT has asked AGENCY to collect from, will attempt to negotiate with CLIENT or ask to be reinstated and ask CLIENT to have AGENCY cancel the account. That most certainly is CLIENT'S prerogative, however, AGENCY'S fee will be due.

**SETTLEMENTS-** AGENCY agrees to present to CLIENT all settlement offers made. If CLIENT decides to accept said offer then CLIENT will respond to AGENCY in writing.

**Assignment-** AGENCY'S obligation under this agreement may not be assigned or transferred to any other person ,Firm, or corporation without the prior written consent of the CLIENT

AGENCY will require written notice of cancellation before discontinuing collection activity on any accounts. CLIENT agrees that on accounts in which AGENCY has arranged for or successfully negotiates payment for within 90 days, is currently receiving payments, or AGENCY has received post dated checks, or accounts that the CLIENT has provided authorization for legal action are excluded from cancellation.

The AGENCY, contingent upon collection, shall be entitled to a fee of:

NON- LEGAL	20%
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Contingent fee arrangement understood and accepted by;

AGENCY – STUART-LIPPMAN AND ASSOCIATES, INC.

CLIENT – ALEXANDER PERZA

BY

TITLE – Director of Life and Health Division

BY

TITLE