



NRA Group, LLC dba National Recovery Agency

NRA 2491 Paxton Street PO Box 67015, Harrisburg, PA 17106-7015
Telephone: 800-360-9953 x 2353 Ginny Zinn, Client Service Representative
x 3052 Trish Moritz, Director Client Services



NJ Apartment MLS

Standard Landlord Member
Username: _____

Standard Landlord Member Account Setup Information

Full Client Name and/dba if applicable:

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____

Fax: _____

Email: _____

Key/Daily Contact Name & Title: *(if different than client)*

Address: _____

City: _____ **State:** _____ **Zip:** _____

Billing Address: *(if different than client)*

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____

Fax: _____

Complete this form and agreement, then fax paperwork to (888) 732-3842

SERVICE AGREEMENT

This Service Agreement is made this _____ Day of _____ 20____ and between NRA Group, LLC, dba National Recovery Agency (“NRA”) located at: 2491 Paxton Street, Harrisburg Pennsylvania 17111 and _____ (“CLIENT”).

1. NRA will use its best efforts to effect collections of accounts referred to it by the CLIENT in a timely and proficient manner. NRA shall not under any circumstances engage in any threats, intimidation, or harassment of a debtor in the collection of accounts. Nor will NRA violate any other applicable Federal and State laws, regulations or guidelines as set forth for the recovery industry.
2. NRA will observe individual rights within the constraints of the Federal Fair Debt Collection Practices Act (FDCPA), Privacy Act and any other applicable Federal and State laws pertaining to collection practices and procedures.
3. NRA will remit to CLIENT on a monthly basis, by the 15th of the month all funds collected during the preceding month on a _____ basis. CHOOSE ONE: **Net Basis** (minus fees) **Gross Basis** (see #4)
4. *For Gross Basis Clients:* Within thirty (30) days from receipt of "gross" funds remitted by NRA to the Client, the Client agrees to remit to NRA its commissions earned on those funds in accordance with paragraph 5 of this Agreement. Should Client fail to remit said commission in full to NRA, then NRA, at its sole discretion, may deduct those commissions not paid within 30 days from the next billing statement.
5. NRA shall charge a commission on amounts realized at the current rate of **(40%) percent** on all primary placement accounts and a rate of (**40%) percent** on all secondary placement accounts. On any account referred for collections on which legal action is taken, NRA shall charge **(40%) percent on amounts realized plus court costs and filing fees.** After the date of placement, any payment received by either NRA or CLIENT will be charged full commission at the rate herein set forth. **NOTE:** A secondary account is an account that has been placed with another collection agency, a law firm, any other collection entity or where judicial process has begun prior to placement with NRA for collection.
6. NRA shall maintain proper records on those accounts of CLIENT placed with NRA for collection in such a manner that CLIENT may audit those accounts during normal business hours. NRA has the same option to audit the CLIENT books for payment verification. NRA shall provide to the CLIENT reports selected by the CLIENT on a monthly, quarterly, or annual basis. Reports are available to the CLIENT via NRA's internet site program called "Navigate".
7. Should CLIENT receive any payments on an account while such account is referred to NRA for collection, CLIENT agrees to report the payment to NRA on the day such payment is received.
8. Should CLIENT receive any bankruptcy notices and/or any other communications from the debtor(s) and / or third parties on an account while such account is referred to NRA for collection, CLIENT agrees to report the notice and / or communication to NRA on the day such notice or communication is received.
9. CLIENT, its agents and employees, shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including NRA) arising out of or resulting from NRA's performance under this Agreement, and NRA for itself, its heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold CLIENT, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed upon CLIENT in connection therewith) for such loss, damage or other casualty.

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10. **NRA**, its agents and employees, shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including **CLIENT**) arising out of or resulting from **CLIENT**'s performance under this **Agreement**, and **CLIENT** for itself, its heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold **NRA**, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed upon **NRA** in connection therewith) for such loss damage or other casualty.
11. **NRA** agrees that any information provided by **CLIENT** on the debtor will be used solely for the purpose of skip tracing and / or collecting the accounts placed by **CLIENT**. **NRA** shall retain in strict confidence all of **CLIENT** supplied confidential information and shall use due care to preserve any and all such materials in its possession as outlined in the HIPAA guidelines.
12. For **CLIENT**'S protection, all funds collected by **NRA** on accounts referred will be deposited daily into trust accounts.
13. **NRA** warrants that it does maintain proper insurance coverage for the protection of **CLIENT**. (An Accord form may be provided to the Client upon its request)
14. **CLIENT** grants and conveys unto **NRA** the right of endorsement in clearing drafts, checks, and notes for collection.
15. This Agreement may be cancelled and/or terminated at any time, preferably with a 30-day written notice by either party.
16. Upon written cancellation and/or termination of this **Agreement**, **CLIENT** will allow **NRA** 180 days to work and return all accounts. Any accounts on which payments have been received may be kept for an additional 180 days from date of last payment. **NRA** shall deliver to **CLIENT** a final list of **CLIENT**'S accounts upon cancellation/termination of this **Agreement**.
17. In the event of discovery of any such material breach or default by **NRA** or **CLIENT**, the discoverer will first make proper notice to the other Party and will cooperate with that Party's good faith efforts to resolve the material breach or default.
18. In the performance of this Agreement, it is mutually understood and agreed that **NRA** and **CLIENT** are at all times acting and performing as independent contractors, and not as employees, joint ventures, or lessees, and neither party shall have any claim under this Agreement or otherwise against the other for worker's compensation, unemployment insurance benefits, or any other employee benefits.
19. **NRA** will credit bureau report **CLIENT**'S accounts only if **CLIENT** executes the Credit Bureau Reporting paragraph located on the last page of this Agreement.
20. **NRA** will proceed with settlement offers on accounts ONLY if **CLIENT** has signed the authorization and has filled in the percentage permitted.
21. **NRA** will consider Referral of an Account to a Law Firm only with **CLIENT**'S express written permission and in accordance with the Institute Legal Proceedings paragraph located on the last page of this Agreement.
22. This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective legal representatives, assigns and successors in interest. Neither Party will assign its rights under this Agreement without the prior express written consent of the other Party.
23. This **Agreement** will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania now in effect or hereafter enacted.
24. This Agreement may only be modified in writing with the express consent of the Parties hereto.
25. **NRA** records all inbound and outbound calls, including communications with debtors and clients. Calls are monitored for quality control purposes.

CREDIT BUREAU REPORTING

CLIENT is desirous of having those accounts forwarded by them to NRA submitted to a credit bureau. NRA will report the names of each debtor submitted by CLIENT to the credit bureau in a timely fashion. CLIENT shall not request the return of an account once NRA has reported that account to the credit bureau in order to forward that account to another collection agency.

Signature

Date

INSTITUTING LEGAL PROCEEDINGS

NRA MAY OR MAY NOT (CIRCLE ONE) refer an account for legal proceedings in the name of the CLIENT with express written authorization. Client agrees to pay all court cost and filing fees in advance. It is understood and agreed that NRA, CLIENT'S express authorization, will forward specified accounts to an attorney for collection/litigation.

Signature

Date

SETTLEMENTS

Client authorizes NRA Group LLC. d/b/a National Recovery Agency the option to offer settlements to the Clients customer discount at the percentage listed below without any prior or further approval from Client.

SETTLEMENTS: _____ %

Signature

Date

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year above written.

NRA GROUP, LLC dba
NATIONAL RECOVERY AGENCY

CLIENT:

Signature

Date

Signature

Date

Name

Title

Date

Name

Title

Date

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