



2121 B Ave., Ste 3
PO Box 129
Kearney, NE 68848
(308) 237-2161

LISTING AGREEMENT

This agreement is made under the laws of the State of Nebraska, between Professional Collection Service ("PCS") and _____ ("Client"). In consideration of mutual covenants and agreements contained in this document, the parties agree to the following:

1. That all accounts (debts) placed for collection with PCS are accepted at the following commission rates:
 - Accounts of \$ _____ or less..... _____% Commission Rate
 - Accounts of \$ _____ or more..... _____% Commission Rate
 - Accounts in legal.... _____% Commission Rate
2. CLIENT shall not terminate PCS's authority to handle a particular account for one hundred and twenty (120) days from submission. CLIENT further agrees that subsequent to this 120 days authorization, CLIENT will give at least thirty (30) days written notice of intent to cancel any particular account. In the event that an installment payment agreement has been between PCS and CLIENT's debtor, said account cannot be cancelled.
3. CLIENT certifies that the amounts referred for collection are principal amounts only or, if interest is included, has been specifically agreed to in writing by debtor, and is in accordance with Nebraska and Federal Law. CLIENT will provide a copy of any such agreement and itemized statements upon request. In most cases, interest or charges are NOT added to the balance of the account once submitted. In a case where charges are added after the listing date, those monies will be retained by PCS.
4. CLIENT agrees to be responsible for, and to indemnify and hold PCS harmless from any claims arising out of CLIENT errors in referring accounts to PCS such as, but not limited to, errors in name or name of responsible party, address, amount of accounts, referring accounts with unauthorized charges, or mistakenly referring accounts already paid.
5. CLIENT certifies that accounts have not been listed with another agency. In the event of an error or breach of this listing agreement, PCS will immediately cease all collection activity on all accounts. To mitigate our risks and liability, PCS will return all accounts listed with PCS and request written documentation regarding breach.
6. CLIENT authorizes PCS to forward accounts to an agency in the debtor's state of residence if said state is a state that PCS cannot service (open/closed states documentation is available upon request). In some cases, attempting to collect may not be feasible and the appropriate action is to report the delinquent account to the credit bureau or return the account to the client.
7. CLIENT shall not present the debtor with invoices/statements or make any arrangements with the debtor during the time PCS is servicing an account.

8. CLIENT agrees to notify PCS immediately of all direct payments received by the CLIENT after the account is submitted to PCS. Commission is due on these direct payments and will be deducted from the remit check issued the following month. CLIENT agrees to the following procedures when accepting a direct payment:
 - State the account has been turned over to PCS and will need to be cleared at PCS.
 - If you accept a PARTIAL payment, provide a receipt and make it very clear that the account is still active with PCS and any further payments should be arranged with PCS.
 - If you receive a payment by mail, you may process the payment but DO NOT send an acknowledgement of payment to debtor. PCS will acknowledge and work with the debtor for reasonable arrangements of the balance
 - Send any correspondence received from the debtor to PCS

9. If CLIENT has contracted for Pre-Collection Services (see addendum) and the account is paid to CLIENT within the 28 day pre-collection period, no commission is due. Once an account has been placed in direct collections, a commission is due on all payments received, whether by debtor, insurance, welfare agency or other.

10. CLIENT authorizes PCS, for the purpose of collection, to endorse all checks, drafts, money-orders or other remittances received for payment on accounts (debts due CLIENT) and to charge commission on said payment; deducted from remit monies due CLIENT.

11. PCS shall not settle an account for less than the amount placed for collection without the prior consent of CLIENT.

12. PCS agrees to remit each month, all monies due to CLIENT on accounts that have been collected during the preceding month and will furnish an appropriate remit statement.

13. It is understood by both parties that should legal action be recommended by PCS on an account, the CLIENT will be notified to approve such action. Client agrees to be responsible for any legal fees incurred if they approve such action on an account that has, in fact, been paid or resolved.

14. This agreement shall be effective as of the date signed. CLIENT may terminate this agreement immediately in the event PCS violates any terms or provisions of this agreement. Termination of this agreement by either party shall not affect the collection, enforcement or validity of any accrued obligations owing between parties.

Said Parties have agreed on this _____ day of _____ (month), _____ (year)

Company Name: _____

Client Representative Signature: _____

Print Name: _____

Title: _____

PCS Representative: _____