



COMMERCIAL AGENCY AGREEMENT

This Agreement is between Collection Associates, Ltd. (Agent), a collection agency licensed by the Department of Financial Institutions of the State of Wisconsin, and _____ (Principal).

WITNESSETH:

Whereas, Principal desires Agent to undertake the collection of past due accounts, in the manner and under the terms hereinafter set forth;

1. Principal appoints Agent to collect its past due accounts with the understanding Agent will use reasonable collection efforts as permitted by law.
2. Agent shall have authority to settle accounts, receive payments, forward accounts when the debtor resides in a restricted state (50%), and to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment. Agent shall remit all money received, less agreed commissions, promptly and as otherwise required by law.
3. Commercial accounts shall be defined as active corporations, partnerships, or proprietorships engaged in a business venture at a known business address. The rate for commercial accounts is 25%, contingent upon collection. A 40% charge shall apply on consumer accounts, accounts under \$400, and accounts that are delinquent by more than 6 months. Charges apply if payment is made to principal or agent and if payment is in the form of cash, property, or any other item that satisfies the obligation agent was retained to collect. Agent is instructed to assess a 5% per year charge as permitted by Section 138.04, Wisconsin Statutes, on undisputed accounts. Agent may retain interest that is collected.
4. Principal reserves the right to determine if an account should be placed with an attorney. If legal action is authorized, court costs will be advanced by Agent and the charge will be 50%.

Name of Principal: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone No: _____ Fax _____ Email _____

Authorized Signature _____ Date _____

Name of Agent Collection Associates, Ltd.

Authorized Signature _____