

## **STATEMENT OF AGREEMENT FOR DEBT MANAGEMENT PROGRAM**

Please read the following statements carefully so that you will understand the provisions of the Debt Management Agreement. Initial the line next to each section to indicate your understanding of that provision. For simplification the singular is used even when the plural may apply.

\_\_\_\_\_ I engage the professional services of CCCS to provide the debt management counseling services in negotiating a repayment plan hereinafter referred to as the Debt Management Agreement or "DMP" with my creditors. I freely volunteer to abide by the provisions of the agreement, which are as follows:

\_\_\_\_\_ I understand that I am responsible for disclosing to CCCS accurate information, to the best of my knowledge, about all of my creditors and sources of income. In consideration of and in the furtherance of services to be provided by CCCS, I hereby expressly authorize CCCS, its employees, agents/volunteers to:

1. Disclose any information concerning my financial condition and status, including but not limited to income, debts, credits, earnings, and assets and residential to creditors listed by me unless otherwise required by law,
2. Obtain whatever financial information concerning me from any creditors, as agency deems necessary,
3. Use a third party to transfer my funds and to receive/send information about my account to/from my creditors.

\_\_\_\_\_ I agree to deposit with CCCS my monthly debt payments under the repayment plan negotiated by CCCS. I agree to make all deposits by money order, cashier's check, or electronic transfer (e-service available after three consecutive payments made to CCCS) made out to CCCS, Inc. I understand that CCCS will not accept cash or personal checks. For the purpose of the accounting for and the disbursement of my funds, I expressly agree to permit CCCS to combine my funds with the funds of other clients being serviced by CCCS in a Deposit Account.

\_\_\_\_\_ With respect to my credit history, I understand that my participation in a debt repayment program may change information that is already on my credit report. If my credit report reflects that I have paid creditors as agreed in the past, a DMP could have a negative impact on a creditworthiness decision by a potential creditor, landlord or employer in the future. In addition, creditors may report that I am on a DMP and I am not paying as originally agreed although they have accepted the reduced payment.

\_\_\_\_\_ With respect to additional creditor charges and duration of the DMP, I understand that estimated finance charges, or penalties imposed by creditors may increase my overall indebtedness as well as the length of time required to fully pay my creditors over and above the estimates provided by CCCS. I further understand that increasing my DMP deposit may have a favorable impact on these charges, reducing the amount of time estimated to achieve completion of by DMP. Therefore, as it is in my best interest, I will make every effort to increase my deposit wherever possible. CCCS will provide as precise an estimate as possible for the duration of the DMP. However, a DMP should not extend more than 48 months, unless otherwise stated.

\_\_\_\_\_ Termination of agreement:

1. I understand that CCCS reserves the right to discontinue my DMP if I fail to make two consecutive monthly deposits in full or I make (4) four partial deposits in a years time totaling less than 50% of my required deposit. Creditor cooperation depends on consistent payments through the agency. A DMP cannot be re-opened without re-counseling.
2. I understand that this agreement can be terminated immediately by CCCS if it is found that I have provided any false information to CCCS, or if I have paid creditors on my own, or if I fail to comply with any other provisions, terms, or conditions of the agreement. I understand that I can terminate this agreement for any reason by providing written notice to CCCS. If CCCS or I terminate this agreement, any money left in my account will be paid to my creditors, unless otherwise required by law. I understand that if my DMP is terminated, it is my responsibility to notify my creditors.

- I understand that my creditors voluntarily cooperate with CCCS in this debt repayment plan. I further understand that if I miss one or more deposits or make partial deposits, or for any other reason they deem appropriate, my creditors reserve the right to discontinue any concessions made to me under the DMP with respect to interest, penalties, and fees. I understand and agree that in the event I miss a monthly payment, I am fully aware that I am still responsible for the CCCS monthly fee.

\_\_\_\_\_ Other Provisions:

- CCCS agree to send me periodic statements of payments made through CCCS. I agree to monitor my statements from creditors, to verify payments have been received, to send copies of the creditor statements every three (3) months and to notify CCCS of significant differences between the balances on creditor statements and CCCS statements.
- I understand that a counselor may answer questions about bankruptcy; CCCS does not provide legal advice. If legal advice is needed, I will seek the appropriate assistance.
- I understand that CCCS, in its discretion, may make changes to this agreement including increases in monthly service charges, by giving me thirty (30) day's notice.
- I understand that authorized CCCS staff or others with legitimate authority to monitor CCCS practices may review my file for quality assurance, compliance, and research purposes. If such a review should occur, I understand that my identity will be kept confidential in any findings. Also, I give my permission for my file to be reviewed by a third party for quality assurance, auditing, and/or training purposes.
- I hereby agree to hold CCCS, its employees, officers, directors, and agents harmless from any claim, suit, action or demand made by any of my creditors. This provision shall not apply to actions or claims under the provision of the United States Bankruptcy Code, 11 U.S. C. Sec. 101 et seq.
- I instruct CCCS to forward any information that I provide to you to any of my creditors who will be considering me for a DMP and who request this information. .

\_\_\_\_\_ Usage of credit:

I hereby certify that all of my credit cards have been returned to the creditor, lost, destroyed or turned in CCCS for disposal. I voluntarily agree that no further charges will be made on the accounts. In the event that there is no balance on an account, I will request that the creditor close the account. I further understand and agree that I will not apply for, nor will I ask anyone for more credit or assume any new debts without prior agency approval.

I acknowledge that I have read, understand and initialed each of the above provisions, terms, and conditions of this agreement. Both CCCS and I have received a copy of the agreement. CCCS and I agree that there are no other agreements, promises, or representations, unless executed in writing between agency and me other than those contained in this agreement.

I agree to donate to CCCS for the DMP, a one-time, non-refundable fee of \$30. Included in this amount is "Credit When Credit Is Due" which is an integral part of CCCS DMP.

A contribution of \$25 per month is included in your deposit amount to help defray the cost of maintaining your account each month with CCCS, which is a non-profit community service.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Counselor

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

**CCCS Deposit of \$ \_\_\_\_\_ per month beginning \_\_\_\_\_ and by the 20th of every month thereafter.**

*Revised 12/31/2010*