

Toll Free: 1-877-736-1225  
operations@fsbizcollect.com  
Flathmann & Stern, LLC.  
998 South Main Street, Suite 176  
Stowe, Vermont 05672

Members of the General Bar Forwarders

Date \_\_\_\_\_  
Rate \_\_\_\_\_  
Exec \_\_\_\_\_

Client name \_\_\_\_\_ Contact person \_\_\_\_\_  
Client phone number \_\_\_\_\_ Client fax \_\_\_\_\_  
Client e-mail \_\_\_\_\_ Client cell phone \_\_\_\_\_

Debtor's company name \_\_\_\_\_  
Or individual \_\_\_\_\_

Address \_\_\_\_\_  
Phone # of company or individual \_\_\_\_\_  
web address \_\_\_\_\_ e-mail address \_\_\_\_\_  
cell phone # 1 \_\_\_\_\_ cell phone # 2 \_\_\_\_\_  
fax # \_\_\_\_\_

Contact person # 1 \_\_\_\_\_

Contact person # 2 \_\_\_\_\_

Contact person # 3 \_\_\_\_\_

Please assign# for the above contact persons to rate their attitude. 1 = very good

**Please describe what happened and or any alleged disputes that your customer/debtor may bring up.**

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**1. Agency Relationship; Exclusivity.** The relationship between you (the Client) and Flathmann & Stern, LLC is one of Principal and Agent. As your Agent, Flathmann & Stern shall exert its best efforts to effect collection on your account. You agree that Flathmann & Stern is the exclusive collection agent for your account. Flathmann & Stern is entitled to its full commission, fees and costs on any collection for your account under any circumstances, including a collection effectuated by you or any other company.

**2. Valid claim.** You represent and warrant to Flathmann & Stern that you have a valid claim to the amount due on the account and that, where applicable, you have perfected a security interest in the leased equipment or collateral.

**3. Disposition of Remittances.** Flathmann & Stern shall have the right to endorse for deposit and/or collection, in your name and on your behalf, remittances received on your account and to deduct from and retain from such remittances all commissions, fees and costs.

**4. Payment of Commissions, Fees and Costs.** (i) Flathmann & Stern's standard commission and fee schedule applies to the services you have requested pursuant to this Agreement. (ii) Nonstandard commissions and fees may apply where local rates are established or if extra work and expenses are necessary and exceed standard costs; such nonstandard commissions and fees are subject to your prior approval. (iii) Flathmann & Stern is entitled to its full commission, fees and costs on any account withdrawn by you or settled by you, and you must remit such commission, fees and costs prior to such withdrawal or settlement. (iv) On any account, if you accept returned merchandise in lieu of payment, in whole or in part, or if Flathmann & Stern discovers payment made previously but unknown to you, Flathmann & Stern is entitled to its full commission, fees and costs on such account. (v) Flathmann & Stern, in the ordinary course of business and in its sole discretion, may undertake corporate investigations, asset searches, skip traces and other services; any fees recovered by Flathmann & Stern in collection or litigation including, but not limited to, interest, legal fees and costs, late fees, check charges, settlement overages, and percentage handling charges, are compensation to Flathmann & Stern to offset its costs and expenses and will be retained exclusively by Flathmann & Stern. Interest, collection fees and late fees are applied to debtors account first. If any business being represented by Flathmann & Stern, LLC should go out of business during the course of representation and Flathmann & Stern, LLC, shall have the right to close or settle such cases in their possession using their best discretion. Flathmann & Stern, LLC shall have the right to retain collected funds either from in house collection efforts or after being sent to counsel for suit and post judgment collection efforts.

**5. Referral.** Flathmann & Stern, in its sole discretion and judgment, may forward your account, in your name and on your behalf as your agent, to one or more attorneys or other agents for collection.

**6. Account declined.** Flathmann & Stern reserves the right to refuse to collect any account that Flathmann & Stern, in its sole discretion, deems to be detrimental to its interests.

**7. Indemnification and hold harmless.** You will indemnify and hold harmless Flathmann & Stern against any and all claims, liabilities, losses, obligations, costs and expenses, including attorneys' fees, which Flathmann & Stern may suffer or incur: (i) because of your failure to perform any of your obligations pursuant to this Agreement; (ii) because of your negligent performance of any of your obligations pursuant to this Agreement; or (iii) because of Flathmann & Stern's efforts pursuant to this Agreement, except that your obligation to indemnify and hold harmless Flathmann & Stern pursuant to this Para. 9 (iii) shall not apply to costs and expenses arising out of or caused by Flathmann & Stern's gross negligence or unauthorized acts, or the gross negligence or unauthorized acts of Flathmann & Stern's officers, employees, representatives or agents. Your obligation to indemnify Flathmann & Stern and hold Flathmann & Stern harmless shall survive the completion or termination of this Agreement.

**8. Effective Date; Term.** This Agreement shall be effective on the date executed by Flathmann & Stern below, and shall remain in effect until the account is collected and all commissions, fees and costs due to Flathmann & Stern are paid. In the event of a none executed agreement terms and conditions default to this agreement.

**9. Integration and Supercedure.** This Agreement constitutes the entire agreement between you and Flathmann & Stern, and incorporates all prior agreements between you and Flathmann & Stern related to your account. This Agreement shall not be modified or amended except in writing, signed by you and Flathmann & Stern.

**10. Liquidated Damages.** Both you and Flathmann & Stern understand, acknowledge and agree that your damages for Flathmann & Stern's breach of this Agreement are difficult to estimate and to quantify. You agree that the amount of damages to which you will be entitled for any and all claims of any type whatsoever related to the performance of this agreement, including but not limited to, breach of this agreement by Flathmann & Stern, its officers, employees, representatives and agents, shall be the amount of the commissions and fees which Flathmann & Stern would otherwise earn pursuant to this agreement. You agree that such amount is liquidated damages and not a penalty, and the payment of liquidated damages in accordance with this Para. Para 10 is your sole and exclusive remedy against Flathmann & Stern, its officers, employees, representatives and agents for breach of this agreement and for any and all claims of any type whatsoever related to the performance of this agreement.

**Agent: Flathmann & Stern, LLC**

**Client/Principal:**

\_\_\_\_\_  
By: \_\_\_\_\_ (Printname)

\_\_\_\_\_  
By: \_\_\_\_\_ (Printname)