

# Credit Repair Agreement

A. This agreement between the (**Company's Name**) and the undersigned (Applicant) is for the express purpose of credit report improvement. (**Company's Name**) will challenge derogatory removal of errors, misrepresentations, and/or unverifiable information, which the Applicant claims to appear on all 3 credit bureaus. This is neither a debt consolidation nor a bill payment program. (Company's Name) agrees to act diligently in the pursuit of this matter and will carry out this agreement within all Federal and State laws.

B. The Applicant understands and agrees that they will be charged (\$ FEE) onetime set up fee and a monthly (\$ FEE) processing fee for the following \_\_\_ months and total fee of accounts per deletion on each credit bureau within 10 days of when received by client during those six months. (**Company's Name**) shall dispute all errors, misrepresentation, and/or unverifiable information reported to the three credit reporting agencies (Experian, Transunion and Equifax). (**Company's Name**) agrees to perform this service for the amount listed above and states that there are no additional costs unless we cannot repair the said reports within the six month time period. The Applicant understands that the credit report improvement process includes the evaluation of all three credit bureau reports and all correspondences associated with the dispute process. (**Company's Name**) agrees that if we do not delete items on Applicant's credit report Applicant does not have to pay the fee per account as disclosed on the signed Fee Schedule. The applicant is aware that there are NO guarantees that we can increase your score or delete items. However, we have been able to so in most cases.

## Applicant's Obligations:

C. The Applicant agrees to promptly provide (**Company's Name**) copies of all correspondences received from credit bureaus to the (Company's Name) office within (14) days of receipt. The Applicant must notify (Company's Name) if they have not received any credit reports or any correspondences from the credit reporting agencies forty (40) days after the last correspondence from (**Company's Name**) or the credit reporting agencies. Failure to do so will cause delays in the credit improvement process and may result in additional fees. While this agreement is in effect, Applicant will not apply for any type of credit, including credit cards, car loans, or secured financing without written notification to, and consultation with, (Company's Name) at least 10 days prior to submitting credit application. Applicant understands (Company's Name) cannot guarantee specific results due to the fact that all results obtained are dependent on a vary of factors, some which are outside the control of (Company's Name) , such as applicant being able to repay creditors, or credit reporting bureaus ability to verify information provided to them by applicant. Applicant must make any monthly payments on time to any accounts they may have open with balances not doing so will void contract.

By federal law, you must know that **YOU CAN DO THE CREDIT RESTORATION PROCESS YOURSELF. YOU ALSO HAVE 3 DAYS TO CANCEL THIS AGREEMENT**

This must be done in writing and also discontinue the consulting process. You can read and review The Fair Credit Reporting Act and the Credit Repair Organizations Act at [www.ftc.gov](http://www.ftc.gov) or by writing the FTC.

D. The term of this agreement shall be for: \_\_\_ months. Applicant has 3 business days from the date this agreement is received by (Company's Name) to cancel his/her services. To cancel please send a written notice stating name, social security number and request of cancellation by fax 000--000-0000 or by mail to (Company's Full Address). There will be no penalty for cancellation, client will receive full refund of payment made to (Company's Name) and contract and obligations between (Company's Name) and client will be null and void. If Client decides to cancel the process at any time after the 3 days during the term of the contract, a written request must be sent to the (**Company's Name**) office. However, if the (Company's Name) has already worked on your file and has received positive results then no refund will be granted.

Once the terms of the agreement have been completed (**Company's Name**) will consult with the Client about the possibility of renewing the agreement for another six months with additional fee. (Company's Name) may at any time end the procedure if we conclude that no further work is necessary.

E. Due to the nature of this service, I understand that individuals who assist the (Company's Name) in this matter may view my file and its contents. (**Company's Name**) and its staff will take all reasonable measures to ensure that this information will be handled in a responsible and confidential manner

F. (Company's Name) will contact Experian, Transunion and Equifax on your behalf to request an investigation to verify negative items.

G. The Applicant declares that all disputed items are, to the best of their knowledge, incomplete, inaccurate, obsolete, unverifiable, and/or misleading. The Applicant understands that (Company's Name) cannot guarantee the removal of items which are not incomplete, inaccurate, obsolete, unverifiable, and/or misleading. (Company's Name) cannot obtain any specific credit score client may desire.

However we offer this guarantee: If we are unable to get a standard trade item deleted client will not be charged per item basis, unless either of the following occurs: The information you provide conflicts with information obtained from the credit agencies, (i.e. change of address, amount of late times, account not current or past due, etc.) Client must submit to (Company's Name) copies of the final credit reports from all three major bureaus. No refunds will be issued on contracts with balances or where a partial or installment (FEE) payments have not been made. Any client who wishes to stop (Company's Name) services outside of the 3 days cancellation period will forfeit the amount of the first payment and thereafter.

H. The Client understands that the (Company's Name) is not responsible for any legal actions taken by creditors against the client mentioned in this contract prior, during or after our services. The Client understands the services provided are solely for disputing any information indicated above and not for any other use. The Client understands and agrees that if at the end of the six months contract, we have not received a final credit report or negotiated an extension to the agreement, then the (Company's Name) will assume the contract has been satisfied and the Client's file will be closed without further notice.

I. The Client understands that if at any time there is evidence of past disputes with any of the three credit reporting agencies (Equifax, Transunion and Experian); contract will be null and void due to non-disclosure by the Client and/or any person representing the Client,

J. I agree to give Power of Attorney to (Company's Name) for the sole purpose of acquiring, requesting verification and disputing any information in regards to my credit report(s) with all three credit agencies. I further authorize and request that the agency using this information deliver a copy of documentation to me via us mail, fax or email. Creditors are hereby authorized to disclose information relative to any accounts transactions, past present or future.

K. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the [American Arbitration Association/American Health Lawyers Association Alternative Dispute Resolution Service] under its [Commercial Arbitration Rules/Healthcare Payor Provider Rules/Rules of Procedure for Arbitration by the American Health Lawyers Association]. The number of arbitrators shall be [one or three]. The place of arbitration shall be [city, state]. [State] law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS HEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Client:**

**Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Client's Address: \_\_\_\_\_

**Company:**

**Signature:** \_\_\_\_\_

Print name \_\_\_\_\_