



# National Debt Resolution

## Agreement between Client and National Debt Resolution

This agreement ("Agreement") is entered into on \_\_\_\_\_, by and between \_\_\_\_\_ ("Client") and National Debt Resolution, LLC ("NDR").

Client agrees to retain NDR to settle Client's debt through the process of debt negotiation. Such negotiation will be done with the creditors contained on Client's worksheet (Exhibit 1) attached hereto. Client agrees that the services provided in this Agreement shall extend only to the claimed indebtedness contained in Exhibit 1.

Client shall make available to NDR all information and materials, reasonably necessary for NDR to perform the negotiations with respect to the debts listed in Exhibit 1. Client understands that they will forward to NDR all material received by creditors so that NDR is adequately informed. NDR and Client will be truthful in all contact with each other. Client agrees to cooperate with NDR and comply on a timely basis with all requests for information and assistance in connection with NDR's services. Failure to provide all materials will impede NDR in the negotiation process. NDR and Client agree that NDR shall have no liability for failure to perform any of the services under this Agreement if Client fails to provide the information required.

NDR bases their approximate savings on past results. NDR will use its best efforts to reach a settlement offer with each creditor listed on Exhibit 1. NDR has the right to reject any creditor listed by Client on Exhibit 1; in that event NDR will not be entitled to any fees for the debt owed to this particular creditor.

NDR will advise client of all reasonable offers made by creditors. NDR will not settle any debt without the express consent of the Client; such consent will not be unreasonably withheld.

Client will pay NDR the sum of 12.9% (12.9 percent) of the total debt as the charge for performing the service. The payments for NDR's services are to be made in 10 (ten) monthly installments during the initial 10 (ten) months of the program. If, during the initial 10 months of the program, a debt is settled, the 12.9% fee corresponding to the debt will be immediately due and owing. The monies paid for that fee will be deducted from the end of the 10-month payment schedule. In the event that NDR is unable to obtain a bona fide settlement offer on any certain debt listed in Exhibit 1, there will be no compensation earned by NDR for that specific debt. However, should client elect to terminate this agreement for any reason, NDR will be entitled to all payments received from Client prior to the date of termination.

NDR's fees will be paid by ACH debit transaction or wire transfer on a date mutually agreed upon by Client and NDR. If at any time during the course of the fee schedule there is an NSF \*Non-Sufficient Funds), NDR will have the right to attempt another transfer within 10 (ten) business days or on a day mutually agreed upon by both parties, and Client can be charged an additional \$25.00. If the funds are not available, NDR will have the option to unilaterally cancel this Agreement.

Client will provide NDR with monthly statements from the institution where they are holding their money to pay any and all settlements. If Client fails to maintain the payment schedule agreed upon at the commencement of this Agreement, NDR has the right to cancel the Agreement and retain all fees paid pursuant to the Agreement.

Client understands and acknowledges that the scope of this Agreement is limited to settle with creditors those debts listed on Exhibit 1. Client acknowledges that any settlement, which results in more than a \$600.00 savings, may be reported to the IRS. NDR does not, and is not authorized to, provide financial or tax advice to Client. NDR makes no guarantee on the way a settlement will be reported to the credit bureaus.

\_\_\_\_\_  
Initial                      Initial

By signing this agreement, Client agrees that they have informed NDR about all aspects of the accounts listed on Exhibit 1. Client confirms that with respect to the accounts entered on Exhibit 1, there are no garnishments, judgments or lawsuits pending against them. Client agrees that failure to disclose any of the above to NDR will give NDR the right to remove those accounts from the program. Client further agrees that NDR shall not be held responsible for any consequences, claims or liabilities if Client elects to communicate with any Creditor and/or their collection department(s) listed on Exhibit 1, and Client assumes all risks associated with such communication. Client further waives and releases NDR from any consequences, claims or liabilities resulting from such communication.

NDR is not a legal firm and therefore no legal advice can or will be provided by NDR. Client agrees that this appointment and agreement does not create a personal liability on the part of NDR for the debts of the client. NDR is only obligated to provide professional assistance to the best of its ability in order to effectuate reasonable settlement.

NDR's liability under the terms of this Agreement is limited to the amount of fee already earned and paid by Client, and Client hereby releases and waives any claim against NDR in excess of such amount.

Client may withdraw from this agreement for any reason whatsoever. Such withdrawal will become effective 10 (ten) days after written notification is received by NDR. NDR will be entitled to any payments received, and/or fees earned by any negotiated settlements prior to the effective date of the withdrawal.

All disputes under this Agreement shall be submitted to binding arbitration, which shall take place in Maricopa County, Arizona. This Agreement is executed and interpreted under the exclusive laws of the State of Arizona and the parties understand that they agree to be bound by the personal jurisdiction of Maricopa County, Arizona when addressing any disputes arising from this Agreement. All costs and expenses, including collection fees and reasonable attorney fees, incurred by NDR in order to remedy any breach of this Agreement by Client, will be borne by Client.

The Agreement and Exhibit 1 are the complete terms and writings of this Agreement, and there are no other agreements, understandings, writings, restrictions, representations or warranties, whether oral or written, among the parties. This Agreement can be modified only by a document signed by the parties.

Client has the right to cancel this agreement within 3 (three) days of signing without incurring any penalty.

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*NDR*

\_\_\_\_\_  
*Client Signature*

**LIMITED POWER OF ATTORNEY**

I (we), \_\_\_\_\_ SS# \_\_\_\_\_  
\_\_\_\_\_ SS# \_\_\_\_\_

hereby appoint National Debt Resolution, LLC (“NDR”) as my attorney in fact ("Agent").

My Agent shall have full power to act on my behalf, but only to the extent permitted by this Special Power of Attorney. My Agent's power shall include the power to mediate and arbitrate my existing unsecured consumer debt as outlined in the Agreement. I (we) grant my agent the specific powers to:

1. Receive and discuss information regarding my account balances
2. Review my account history
3. Receive all information, confidential or otherwise, that will allow my Agent to arbitrate my debt or consummate an accord and satisfaction on my behalf, including but not limited to all credit bureau reports
4. Make good faith settlement offers on my behalf

I (we) hereby grant to my Agent the full right, power and authority to do every act, deed and thing necessary or advisable to be done regarding the above as fully as I could do it personally present and acting. Please **cease and desist all telephone calls to me** regarding this account. Please direct all verbal contact to National Debt Resolution. Their telephone number is 877-780-3328. All written communication (including statements) should be mailed to National Debt Resolution at the address above.

This Power of Attorney shall commence immediately and shall continue until the debt has been settled or I (we) have provided written notice to the Agent canceling this Power of Attorney, whichever is sooner.

I (we) authorize NDR to release this Limited Power of Attorney to my Creditors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

NATIONAL DEBT RESOLUTION negotiators can be contacted directly at 877-780-3328.

# EXHIBIT 1

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Phone Numbers:**

Home: (\_\_\_\_) \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_ @ \_\_\_\_\_

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Employer Name: \_\_\_\_\_

Job Description: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Phone Numbers:**

Home: (\_\_\_\_) \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_ @ \_\_\_\_\_

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Employer Name: \_\_\_\_\_

Job Description: \_\_\_\_\_

	<u>Creditor</u>	<u>Account #</u>	<u>Balance</u>	<u>Statement Date</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

PLEASE EXPLAIN WHY YOU CANNOT PAY YOUR DEBTS (ex. Divorce, Medical Problems, Loss of Job, Loss of Income). PLEASE BE AS DETAILED AS POSSIBLE.

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I (WE) ATTEST THAT ALL OF THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT.

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

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

National Debt Resolution Representative: \_\_\_\_\_

**ACH DEBIT AUTHORIZATION FORM**

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS**

Company Name: National Debt Resolution, LLC ("NDR")  
\_\_\_\_\_

Company ID Number: \_\_\_\_\_

I (we) hereby authorize NDR to initiate debit entries to my (our): *(please check one)*

Checking Account

Savings Account

Indicated below at the depository financial institution below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. Only debits required to satisfy NDR's fees are authorized.

Bank Name: \_\_\_\_\_  
Branch: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Routing #: \_\_\_\_\_  
Account #: \_\_\_\_\_

This authorization is to remain in full force and effect until NDR has received written notification from me (or either of us) of its termination in such time and in such manner as to afford NDR and DEPOSITORY a reasonable opportunity to act on it.

Depositor Name: \_\_\_\_\_

Depositor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE ATTACH A VOIDED CHECK IN THIS SPACE**