



DISPUTE RESOLUTIONS, INC.

PO BOX 501178; San Diego, California 92150-1178
16776 Bernardo Center Drive Suite 212; San Diego, California 92128-2534
(858) 618-2700 FAX: (858) 618-2652
www.disputeresolutionsinc.com E-mail: disputeresolutions@outlook.com

(DATE)

ACCOUNT NUMBER: #####

CREDIT REPAIR SERVICE CONTRACT

THIS CONTRACT IS MADE ON (DATE) BY AND BETWEEN BUYER NAME, (or Buyer), with Social Security number, XXX-XX-XXXX, AND DISPUTE RESOLUTIONS, INC. (or D.R.I., or CSO), a Bonded California Credit Repair Service. Buyer, on behalf of him/herself, enters into this Contract with D.R.I. for the purpose of personal or business credit repair of incorrect, inaccurate or obsolete information (over seven (7) years old), and is not claimed to be accurate by the Creditor who submitted the information. Additional services include credit-counseling, budgeting, filing of Small Claims lawsuits and Judgment and settlement negotiations toward the possible creation of debt payoffs or repayment plans, for the purpose of lowering the buyer's overall debt ratio. Extended services include (but are not limited to) advice and counseling in regard to the intended improvement of the Buyers credit record, history, rating, and possible acquisition of a loan, purchase contract, or lease from a new third party creditor, or other extension of credit for the Buyer, as long as Buyer meets the third party eligibility requirements for such loan, contract, lease, or extension.

It is understood that D.R.I. will engage direct contact and communication with Buyers Creditors by telephone, fax and E-mail with terms of negotiation on behalf of Buyer. D.R.I., is not a letter writing service or a debt management organization, and will not be taking over the monthly payment of creditor bills for Buyer. The terms of the Business Associate Agreement are incorporated in this Contract by reference.

Advice and preparation of Legal Documents as part of the agreed Credit Repair Contract is the responsibility of a registered management officer of Dispute Resolutions, Inc., holding a current bond as Legal Document Assistant. Dispute Resolutions Inc., is not a law firm, nor is any attorney involved with in-office document preparation.

BUYER in obtaining the services of D.R.I., agrees to allow D.R.I. full access to, and provide copies of Buyer's personal credit history from all subject credit bureaus, including Creditor history, Public Records, Banking history, IRS history, and any other documents necessary for D.R.I. to accomplish the successful repair and adjustment of Buyer's credit which is anticipated by the engagement of this service. A temporary membership with a third party credit providing organization, at their cost, may be required for purposes of obtaining regular copies of Buyers credit profile for progress updates during the Contract period.

BUYER, understands that most of the services performed by D.R.I. can be performed by Buyer acting on Buyer's own behalf, exercising rights under the credit reporting laws and other State and Federal laws.

1. BUYERS USAGE OF PERSONAL CREDIT DURING THE TERM OF THIS CONTRACT.

Buyer agrees to restrict and limit all personal financial activity and credit card purchases to, "Cost of Living", and "Necessity of Life" usage only. This restriction also applies to any other party in Buyer's household, or business, to whom credit is concurrent with Buyer, as such credit usage by the other party might negatively affect Buyers individual credit rating. (see, "Limited Liability")

2. DOCUMENTATION. BUYER agrees to provide copies of the following documents for services to begin:

- ❖ A recent printout of Credit Profile Reports from all Bureau's for which credit repair is desired. (It is understood that D.R.I. does not obtain personal credit information for the Buyer. Buyer supplies all information for the use of D.R.I.)
- ❖ A list of Creditors, Promissory Notes, Judgments, Liens, Foreclosures, Evictions, Mortgage or Rental information, car payment information, medical expense information, and all else to whom debt is owed and outstanding, with amounts due and payment histories, if any.



DISPUTE RESOLUTIONS, INC.

PO BOX 501178; San Diego, California 92150-1178
16776 Bernardo Center Drive Suite 212; San Diego, California 92128-2534
(858) 618-2700 FAX: (858) 618-2652
www.disputeresolutionsinc.com E-mail: disputeresolutions@outlook.com

(DATE)

ACCOUNT NUMBER: #####

- ❖ A notarized, six (6) month Limited Power of Attorney allowing an official of D.R.I. to negotiate with Buyers Creditors both on behalf of and as Buyer. It is understood that for most negotiations with or without a Power of Attorney, D.R.I. will represent itself for this service as "Credit Counselor" for Buyer, acting on the Buyers wishes. No other usage of the Limited Power of Attorney will be made without Buyers knowledge.
- ❖ Any other document or report deemed necessary for the successful completion of the services Buyer is contracting for.

3. TERM OF THE CONTRACT. The duration of this agreement will be a maximum of six (6) months, and thereafter cancelled. A new Contract can be signed and agreed to for any additional work required or needed following the term of this Contract. Notwithstanding the cancellation, BUYER will remain obligated to pay D.R.I. at the agreed rates, for any work completed by verification, including court fees (if any), disputes and negotiations for which sums are still outstanding at the time of cancellation.

BUYER may cancel the contract without penalty or obligation at any time before midnight of the fifth (5) day after the date on which the contract was signed.

BUYER may also cancel this Contract at any time during the Contract term. All pending or proceeding work under this Contract will stop as of the cancellation date. Partial negotiations, or work not yet completed will remain not completed. Only the unpaid sums for court fees (if any), disputes, negotiations, and work completed by verification will remain due and payable at the date of cancellation.

4. EXPECTATION OF SERVICES. BUYER hereby acknowledges understanding that services from D.R.I. will begin five (5) days following the signing of this Contract for a term of six (6) months. BUYER also understands that within the first four (4) weeks, as a result of this Contract, many inquiries and possible erroneous trade lines will disappear from targeted credit bureaus. At the same time, creditor payoffs and settlement arrangements will be negotiated by D.R.I., and FICO risk scores may go up accordingly, depending upon the Buyer's overall debt ratio. After four (4) weeks while background work is proceeding on trade line adjustment and settlement negotiations, accomplishment will seem to diminish, FICO risk score increases will slow down, and activity will appear to be sporadic with long lulls of days or weeks between accomplished results. D.R.I. agrees to keep Buyer advised of all work in progress until expectations of improvement are reached throughout the term of this contract.

If Buyer's debt ratio between all Creditors is 30% or higher, Buyer should understand that removal of erroneous and wrongful information could in fact cause Buyers FICO scores to drop in certain circumstances, unless Settlement negotiations have been instigated with targeted Creditors at the same time to lower the overall debt ratio, allowing the removal of erroneous and wrongful information to increase the scores accordingly.

In the event that any of Buyer's creditors may at a later date re-list derogatory information on the Buyers credit bureaus after any negotiated deletion is accomplished under this Contract, D.R.I. assumes no liability for the Creditors unannounced actions. If Creditor re-listing occurs during the original Contract term, no additional charge will be made for negotiating the derogatory item a second time. Should D.R.I. be approached by Buyer for assistance in negotiating the derogatory re-listed item after the Contract term has cancelled, all appropriate fees for such service will apply on a new Contract between Buyer and D.R.I.

5. PAYMENT OF ALL SERVICES must be tendered at the time each individual service is successfully completed by verification. Invoicing to Buyer will be made for the successful completion or accomplishment of each item as determined by the verification of each items deletion, correction, or acceptance of terms by Creditor. Thereafter, payment, or payment terms for the invoiced amounts will



DISPUTE RESOLUTIONS, INC.

PO BOX 501178; San Diego, California 92150-1178
16776 Bernardo Center Drive Suite 212; San Diego, California 92128-2534
(858) 618-2700 FAX: (858) 618-2652
www.disputeresolutionsinc.com E-mail: disputeresolutions@outlook.com

(DATE)

ACCOUNT NUMBER: #####

be expected from Buyer. Buyer agrees and understands that if payment is not made as agreed upon the verification of deletion or the successful completion of each item, continued services may be interrupted or placed on hold until payment can be tendered. D.R.I. assumes no liability for the loss of negotiation terms, should negotiation stop as a result of payment interruption. Buyer understands that once negotiation terms are lost, new or continued terms with the same creditor may not be possible, or as desirable.

No payment for agreed service will be expected from the Buyer for any service item in progress which cannot be accomplished or completed by verification, or has not been accomplished or completed due to Contract term completion or cancellation. This does not include any or all Court Filings for Small Claims actions, or 'negotiation's' for terms of any settlement or payment arrangement, which may be required in advance, or as invoiced, or paid directly to a Creditor as Settlement or Payoff during the Contract term. Dispute Resolutions Inc., does not advance funds for any action required by Buyer.

The "Estimated Total Cost" shown on the Summary of Services contained in our Information Statement reflects the cost of services provided by Dispute Resolutions, Inc., and may also include additional amounts which may be required in advance by outside Vendors, Clerks or Creditors for purchase of Credit Reports, payment of Settlements, Payment Arrangements, or Filing of Small Claims, if any, as a part of the agreed Contract.

6. PAYMENTS & REFUNDS. All payments are final. Amounts due are not negotiable. There are no refunds for any accomplished or completed service for which verification has been obtained. Any funds voluntarily paid in advance will be held until service item completion. In the event of Contract Cancellation prior to work being engaged (first 5 days after signing), any funds paid in advance, or paid in advance of specific service items left uncompleted by cancellation, or specific item withdrawal under this Contract, will be refunded within fifteen (15) days following cancellation of this Contract or withdrawal of specific service items if no additional Amended service to which funds can be applied is agreed to thereafter.

7. NON-PAYMENT OF SERVICES. BUYER understands and agrees by signature that failure to pay for services accomplished or completed by verification as agreed or according to Contract terms, will incur an additional 35% collection fee to be added to any outstanding amounts due if not paid within ninety (90) days following contract completion or cancellation. Any check for payment of services under this Contract returned for non-sufficient funds or any other reason, will be charged a \$35.00 NSF fee in addition to the amount of the check. This will include a \$35.00 fee for any dishonored Credit Card payments to D.R.I. for accomplished services, or payment reversal or Chargeback after the fact for any reason. Continued remedies of D.R.I. to secure payment may include legal action and/or assignment for collection to an outside third-party collection agency. Buyer acknowledges and agrees to pay all costs that the collection agency may have as additional costs and interest to be added to the outstanding account balance.

DEFAULT: The circumstances under which Contract terms may be deemed to be in default thereby subjecting the account to cancellation and possible collection will include (but will not be limited to):

- Failure to make any payment in a timely fashion for accomplished services
- Supply Dispute Resolutions Inc., with misleading, false, incomplete or incorrect information
- Fail to supply Dispute Resolutions Inc., with any account or creditor information deemed necessary for Contract completion after such information is requested
- Issue a payment returned unpaid by your bank without good cause
- File a Chargeback on any credit card payment previously authorized for accomplished services
- Use of any credit card belonging to a third party without first advising Dispute Resolutions Inc. prior to the action, or issuing an authorization for that card without the express permission of the card holder.



DISPUTE RESOLUTIONS, INC.

PO BOX 501178; San Diego, California 92150-1178
16776 Bernardo Center Drive Suite 212; San Diego, California 92128-2534
(858) 618-2700 FAX: (858) 618-2652
www.disputeresolutionsinc.com E-mail: disputeresolutions@outlook.com

(DATE)

ACCOUNT NUMBER: #####

8. SECURITY & CONFIDENTIALITY. BUYER understands that copies of this Contract with accompanying documents and all personal information provided to D.R.I. by Buyer, will be held in complete confidence both during and after the Contract term. Documents comprising this Contract will be copied into digital PDF files, and stored for a minimum of two (2) years in a safe and secure location not available to the general public or anyone but Administrators of D.R.I. No information will at any time be transferred, sold or shared with any other company or individual except in the event of collection. Original documents supplied by Buyer to, or acquired by D.R.I., will be shredded by a Professional outside shredding company upon the completion of all contracted services, or in the event of any cancellation unless otherwise instructed.

9. NO TAX OR LEGAL ADVICE. BUYER acknowledges that D.R.I. is not a CPA office and does not provide tax advice and agrees to seek such advice from an accountant or tax lawyer if necessary. Further, BUYER acknowledges that D.R.I. is not a law office and does not provide legal advice and Buyer agrees to seek his/her own counsel as needed. D.R.I. may at its discretion during creditor negotiation recommend under the authority of Legal Document Assistant the filing of legal action against a specific Creditor of Buyer for its failure or unwillingness to correct erroneous information, but this in no way constitutes or intends legal advice, and D.R.I. recommends Buyer seek the counsel of an Attorney or Legal Advisor for specific advice on legal matters or filing of any legal action.

10. LIMITED LIABILITY. DISPUTE RESOLUTIONS, INC. cannot be held liable, or be expected to drop its fee, for failed or less than expected results or damages resulting from any personal or creditor information kept undisclosed by Buyer. This includes undisclosed Creditors, liabilities, or any unconstrained personal credit usage, or purchases outside of any instruction or limited funds budget provided to Buyer by D.R.I., or failure by Buyer to make timely Creditor payments during or after the term of this contract's repair process. This also includes any undisclosed NEW application submitted by Buyer for credit, IRA Savings, 401-K or other investment, constituting any financial expenditure outside of this Contract while the repair process is engaged. Negative actions on the part of the Buyer can both directly and indirectly impact the terms of successful negotiation, causing further credit damage, possible additional cost and expense, and hindrance to the accomplishment of this Contract's intentions.

11. HOLD HARMLESS. D.R.I. and BUYER mutually agree to indemnify and hold one another harmless from and against any and all pre-existing claims, demands, lawsuits, obligations, liabilities, recoveries or injuries arising from any Creditor account problem prior to Contract signing with whom D.R.I. could initiate negotiations with under this Contract. This includes (but is not limited to), any Buyer or Creditor problem belonging to either Buyer or D.R.I. at the outset of Contract date.

12. COMPLIANCE WITH LAWS. D.R.I. at all times during the term of this Contract, agrees to comply fully with all applicable licensing and other laws, including Federal and the Laws of the State of California.

13. ENTIRE AGREEMENT AND MISCELLANEOUS. This written agreement contains the entire agreement of the parties and supersedes any prior agreements. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect. This Contract may be modified by subsequent amendment in writing signed by all parties or by an oral agreement to the extent that it is carried out and costs for such an agreement are made evident. D.R.I. and BUYER agree that faxed signatures on documents between them will be deemed as legally binding as if executed in the original as will instructions or statements sent by e-mail via the Internet, from and to regular e-mail addresses. This Contract may be signed in counterparts, with all signed counterparts constituting one agreement. The parties agree that this Contract will be interpreted in accordance with California law



DISPUTE RESOLUTIONS, INC.

PO BOX 501178; San Diego, California 92150-1178
16776 Bernardo Center Drive Suite 212; San Diego, California 92128-2534
(858) 618-2700 FAX: (858) 618-2652
www.disputeresolutionsinc.com E-mail: disputeresolutions@outlook.com

(DATE)

ACCOUNT NUMBER: #####

and that BUYER and D.R.I. accept personal jurisdiction in California. Furthermore, the parties agree that should any court be required to hear any matter associated with this Contract, venue will be in the Superior Courts of California. The prevailing party in any action or proceeding to enforce any provision of this Contract will be awarded reasonable attorney's fees and costs incurred, including expert fees, in that action or proceeding. The parties agree, however, that once effective, this Contract will govern all present and prior actions between the parties.

14. DISPUTE RESOLUTIONS, INC. RESERVES THE RIGHT TO REFUSE SERVICE TO ANY BUYER, OR INDIVIDUAL, AND MAY CANCEL THE CONTRACT AT ANY TIME DURING THE CONTRACT TERM BASED WHOLLY UPON CREDIT REPAIR CRITERIA, AS WELL AS THE RIGHT TO REFUSE ACCEPTANCE OF ANY PARTICULAR CREDITOR NEGOTIATION OR SERVICE ITEM OR ITEMS.

CLIENT CERTIFIES BY SIGNATURE BELOW THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS AS SET FORTH IN THIS DOCUMENT AND ANY ATTACHMENTS OR AMENDMENTS THERETO, SET FORTH THIS DAY, (DATE), BY ALL PARTIES IN SAN DIEGO, CALIFORNIA.

BUYER, MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION AT ANY TIME BEFORE MIDNIGHT OF THE FIFTH (5) DAY AFTER THE DATE ON WHICH THE CONTRACT WAS SIGNED. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

BY: **X** _____ DATE: **X** _____
Print: _____ CLIENT _____
FEDERAL TAX ID or SOCIAL SECURITY NUMBER: _____

DISPUTE RESOLUTIONS, INC.

BY: _____ Email: disputeresolutions@outlook.com
(OFFICER)
(TITLE)
FEDERAL TAX ID NUMBER: XX-XXXXXXX

SOURCE: Information and Civil Code sections contained in this document were referenced in part from California Department of Consumer Affairs; Credit Repair Services: Legal Guide CR-9 http://www.dca.ca.gov/publications/legal_guides/cr-9.shtml

❖ **AUTHORIZED INDIVIDUAL** to receive service of process for DISPUTE RESOLUTIONS, INC.:
(INFORMATION AVAILABLE ON ALL SIGNED CONTRACTS)