

# NORTHWEST CONTRACT COLLECTIONS, INC.

P.O. Box 1478 Shelton, WA 98584

Phone: Shelton - 360-426-4855 Olympia - 360-754-8505 Fax: 360-462-0073

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## CONTRACT COLLECTION AGREEMENT

Contract No. \_\_\_\_\_

**BUYER/MAKER** (Attach additional sheets as necessary)

**SELLER/HOLDER** (Attach additional sheets as necessary)

Name(s): \_\_\_\_\_ Name(s): \_\_\_\_\_

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

Phone: (h) \_\_\_\_\_ (other) \_\_\_\_\_ Phone: (h) \_\_\_\_\_ (other) \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

(Parties must also complete BUYER/MAKER PAYMENT OPTIONS, SELLER/HOLDER DISBURSEMENT OF PAYMENTS, and Substitute W-9 forms, which are incorporated herein by reference – W-9 REQUIRED for interest bearing accounts)

**COLLECTION TYPE:**  True Escrow (Originals Required)  Straight Collection (Copies Required)

**Documents:**  Promissory Note, Deed of Trust, Signed Request for Reconveyance (for true escrows)  
 Real Estate Contract, Warranty Fulfillment Deed  
 Security Agreement or UCC1 Filing, and associated personal property title(s)  
 Other: \_\_\_\_\_

**ACCOUNT COLLATERAL TYPE (Required for IRS reporting/CFPB compliance):**

Residential: Single Family \_\_\_\_\_ Manufactured \_\_\_\_\_ Condo \_\_\_\_\_ Multifamily \_\_\_\_\_ Farm: \_\_\_\_\_

If residential, occupancy: Primary: \_\_\_\_\_ Secondary: \_\_\_\_\_ Investment: \_\_\_\_\_

Raw Land  Commercial  Other/None

**TERMS:**  Per original Note/Contract x \_\_\_\_\_ x \_\_\_\_\_  
Buyer initials Seller initials

Additional Payment Amt. (Reserves) \$ \_\_\_\_\_ (Addendum for Reserves attached)   
or, Pass-through to Seller

Account Status Addendum attached (IF payments have been made, or adjustments made at closing)

**ALLOCATION OF SERVICE CHARGES (split equally if none selected):**

Setup Fee:  Seller to pay all Payment Service Fees:  Seller to pay all  
 Buyer to pay all  Buyer to pay all  
 Seller/Buyer to split equally  Seller/Buyer to split equally  
 Other \_\_\_\_\_  Other \_\_\_\_\_

**ADDITIONAL SERVICES REQUESTED (see current fee schedule):**

Paper payment receipts to Buyer  Paper payment notices to Seller

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

Unless otherwise specified above, all miscellaneous fees shall be assessed to the party responsible for incurring same.

To view your account online go to [www.nwcontractcollections.com](http://www.nwcontractcollections.com) and click on account inquiry OR  
Call NCCI at 360-426-4855 or 360-754-8505 and we will help you with your online account set up.

## **GENERAL TERMS**

The undersigned BUYER/MAKER and SELLER/HOLDER hereby agree that Northwest Contract Collections, Inc., hereinafter referred to as NCCI, shall provide collection services as described below, and in any Addendum hereto. This Agreement shall be governed by all the terms and conditions set forth herein, as may be supplemented or amended by any Addendum hereto.

### **TERMS AND CONDITIONS**

**1. ADMINISTRATION OF COLLECTION:** Upon acceptance of this Agreement, NCCI shall issue payment coupons to the BUYER/MAKER, in accordance with the underlying agreement(s) which are the subject of this Agreement, and shall notify BUYER/MAKER to pay the required sums due SELLER/HOLDER to NCCI as collecting agent at P.O. Box 1478, Shelton, WA 98584, or such other address as directed by NCCI.

**2. PAYMENTS:** NCCI shall accept all payments tendered on behalf of the BUYER/HOLDER regardless of the amount or date received, except payments in excess of the dollar limit imposed by NCCI (currently \$5000.00) will generally only be accepted in the form of a wire transfer or certified check. Payments received by mail or in person, or pay by web/phone payments initiated by close of business (4:00 pm Monday-Friday except banking holidays) credited same day; otherwise credited next business day. Automatic ACH payments credited for date scheduled. Payments received by NCCI to be disbursed pursuant to the instructions of SELLER/HOLDER, normally within one (1) business day following receipt; however, disbursements may be delayed until confirmation by NCCI that it is in receipt of "good funds". Payments will be allocated pursuant to the terms of the underlying agreement(s) between BUYER/MAKER and SELLER/HOLDER referenced in this Agreement. Unless otherwise specified in this Agreement, all SELLER/HOLDER fees shall be deducted from the SELLER/HOLDER proceeds, and all BUYERS/MAKERS fees shall be deducted from each payment received prior to application of the payment to the underlying agreement(s).

**3. INTEREST COMPUTATION:** Unless otherwise instructed in this Agreement, interest will be calculated using a 365 day year (interest calculated daily), except in the case of interest only payments, which will be calculated using a 360 day basis (as if all payments received before end of any grace period are received on due date). SELLER/HOLDER must consent in writing to any change in the method of interest calculation. Collections requiring a 360 day interest calculation may not pay more than 30 days interest in advance.

**4. DISHONORED PAYMENTS:** If any check or ACH payment of BUYER/MAKER is dishonored for any reason, NCCI will notify both parties of the dishonor. Upon receipt of such notice, SELLER/HOLDER shall, within 48 hours, reimburse NCCI for any and all funds disbursed to SELLER/HOLDER in connection with the dishonored payment, and BUYER/MAKER shall immediately remit a replacement payment to NCCI, plus the NSF fee reflected on the NCCI fee schedule then in effect. The NSF fee shall be deducted from the next payment received by NCCI from BUYER/MAKER, before the application of the balance of said payment to other sums due from BUYER/MAKER.

**5. REPORTS:** NCCI shall provide the SELLER/HOLDER and the BUYER/MAKER with a collection activity report in the form of IRS Forms 1099 (for interest received by SELLER/HOLDER) and 1098 (for interest paid by BUYER/MAKER), and shall submit these forms to the Internal Revenue Service on or before the IRS filing deadline after the end of each calendar year.

**6. TRANSFERS/ASSIGNMENTS/DISBURSEMENTS:** Any change in ownership of BUYER/MAKER'S interest or of SELLER/HOLDER'S interest in the subject matter of this Agreement, or any change in payment/disbursement instructions, must be provided in writing, in a form satisfactory to NCCI. In those instances where disbursements are to an obligation of the SELLER/HOLDER associated with the same collateral as the subject of this Agreement, the BUYER/MAKER must also agree in writing.

**7. SERVICE CHARGES:** NCCI shall be paid a non-refundable initial account set up fee, per payment service fees, and other service fees in accordance with NCCI's current fee schedule (posted on NCCI's web site at [www.nwcontractcollections.com](http://www.nwcontractcollections.com)). NCCI's service fees may be changed upon 40 days prior notice.

**8. LIMITATION OF DUTIES:** NCCI shall be responsible for the performance of only those duties expressly stated in this agreement. NCCI shall exercise reasonable care to collect, account for, and disburse all funds received pursuant to the instructions contained in this Agreement. The SELLER/HOLDER shall be responsible for the collection and payment of any taxes due on their proceeds from this account. Unless the Agreement states otherwise, NCCI is not required to report to the SELLER/HOLDER ownership changes, cancellation or other lapse of insurance, outstanding real estate taxes and other assessments, or any other matters or conditions which may affect the agreement(s) between BUYER/MAKER and SELLER/HOLDER, and/or the collateral described therein. NCCI may elect, at NCCI's option, to provide notice of any such matters which come to its attention, however, no such election shall create a continuing obligation on the part of NCCI to provide any other notice(s) not specifically provided in this Agreement.

**9. TRUE ESCROW:** For accounts designated as "True Escrow", being those accounts wherein original documents are delivered to NCCI for distribution upon satisfaction of the contingencies set forth therein, the parties hereto understand that, upon acceptance by NCCI, the delivery of the original documents identified herein is irrevocable, except as expressly set forth herein. Such delivery is binding upon the SELLER/HOLDER, their heirs, successors, representatives and/or assigns. NCCI makes no representations or warranties as to the adequacy of the documents delivered to its control. If the interest of any party is conveyed, sold, assigned or otherwise transferred, the new holder shall promptly execute and deliver to NCCI such document as are necessary to meet the intent of the escrow.

The original documents will be held by NCCI until NCCI determines that all of the obligations of the BUYER/MAKER under said documents are satisfied in full, at which time NCCI will transfer such documents for reconveyance, recording or as may otherwise be deemed appropriate by NCCI for the particular original document(s) held. NCCI is also authorized to deliver the original documents to third party escrow closers with a payoff demand, provided such delivery is accompanied by written instructions to the closer making such delivery contingent upon tender to NCCI of all funds necessary to satisfy the obligations set forth therein.

Except in the event of a default, as hereinafter defined, express written instructions from all necessary parties (as determined by NCCI) are required to alter or terminate the escrow. In the event of a default by the BUYER/MAKER and written request of the SELLER/HOLDER, NCCI may return the original documents previously delivered, but shall not be obligated to do so until it is satisfied that the default is irreversible.

**10. LITIGATION/DISPUTES:** No legal action may be brought against NCCI, its shareholders, officers, employees, and/or agents for actions taken reasonably and in good faith in fulfilling the specifically stated responsibilities of NCCI under this Agreement. NCCI reserves the right to obtain a determination from a court of competent jurisdiction as to the ownership of funds and/or documents in its possession in the event it receives conflicting instructions, instructions which are, in the opinion of NCCI, inconsistent with this Agreement, or if NCCI fails to receive instructions which NCCI concludes that it requires to fulfill its duties under this Agreement.

NCCI shall be entitled to reimbursement for all costs, including reasonable attorney's fees and court costs/expenses incurred by NCCI in connection with obtaining any such determination, and/or in defending any claim made or legal action taken in connection with this Agreement or the agreement(s) between BUYER/MAKER and SELLER/HOLDER which are the subject matter of this collection, except as otherwise specified herein. SELLER/HOLDER hereby gives to NCCI a continuing lien on the proceeds to which they are otherwise entitled under this Agreement to cover such fees, costs and/or expenses.

**11. AMENDMENTS/TERMINATIONS/LAW:** This Agreement may be modified, amended or canceled by written instructions mutually agreed to between the SELLER/HOLDER and BUYER/MAKER which are accepted by NCCI, or as may be permitted by the underlying agreement(s) which are the subject of this Agreement. NCCI reserves the right to cancel this Agreement and terminate this account upon 30 days written notice to the parties to this Agreement. This Agreement shall be governed by laws of the State of Washington. In the event of any lawsuit filed in connection with this Agreement, venue shall be in Mason County, Washington. This Agreement may be executed in counterparts, all of which together shall constitute one and the same original Agreement.

**We, the undersigned, have read the above and agree to be bound thereby. This Agreement shall be binding on our heirs, successors, representatives and/or assigns.**

**BUYER/MAKER:**

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

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

**SELLER/HOLDER:**

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

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

~FOR OFFICE USE ONLY~

ACCEPTED THIS _____ DAY OF _____,
BY: _____ FOR NORTHWEST CONTRACT COLLECTIONS INC.

**BUYER/MAKER PAYMENT OPTIONS**

Contract No. \_\_\_\_\_

**BUYER/MAKER PAYMENT OPTIONS:** Unless otherwise instructed in writing, BUYER/MAKER will make payments as follows:

- Pay by check/money order/cash; please mail payment coupons annually to the address on cover page.
- Electronic Payment (ACH Debit): Please debit my payment in the amount of \$\_\_\_\_\_ (minimum required payment, including fees, unless a greater amount specified) from my bank account on the:
  - 1<sup>st</sup>       5<sup>th</sup>       10<sup>th</sup>       15<sup>th</sup>       25<sup>th</sup>

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

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

Routing/ABA Number: \_\_\_\_\_ Account Number: \_\_\_\_\_  checking  savings

(Please attached cancelled check for verification of account information.)

ACH Authorization: I (we) hereby authorize NCCI to initiate debit entries to my (our) account identified above, hereinafter called BANK, to debit the same to such account.

This agreement will further act as an authorization for NCCI to withdraw funds from a future specified BANK for payments initiated by phone. This authorization shall remain in full force and effect until NCCI has received written notification from me (or either of us) of the termination of the authorization. I/We understand that termination requires receipt by NCCI of written notice at least three (3) business days in advance of any scheduled ACH debit in order for the termination to be implemented by NCCI, BANK, and NCCI's bank. **BUYER/MAKER also understands that NCCI has the right to terminate this Addendum at any time, for any reason.**

**BUYER/MAKER** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Substitute W-9**

**Request for Taxpayer  
Identification Number and Certification**

**BUYER/MAKER:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

or

**Employer Identification Number:** \_\_\_\_\_

Certification - Under penalty of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. citizen or other U.S. person, and
- (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**BUYER/MAKER** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SELLER/HOLDER DISBURSEMENT OF PAYMENTS**

Contract No. \_\_\_\_\_

**SELLERS/HOLDERS DISBURSEMENT OF PAYMENTS:** Unless otherwise instructed in writing, Seller/Holder payments will be disbursed by check, forwarded by regular mail.

I (we) hereby authorize NCCI to initiate electronic funds transfer (ACH credit) entries to my  checking  savings (check one) account at the depository named below, hereinafter called BANK, to credit the same to said account.

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

Routing/ABA Number: \_\_\_\_\_ Account Number: \_\_\_\_\_  
(Please attached cancelled check for verification of account information.)

Disburse 100% by check to the address on page 1.

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

The undersigned SELLER/HOLDER understand that if they elect to have NCCI disburse their proceeds directly to a third party (such as to the payee on an existing SELLER/HOLDER loan or other obligation), that such disbursements shall be dependent upon the amount and timing of the payments made to NCCI on SELLER/HOLDER'S behalf under this Agreement. NCCI shall not be liable for any late charges or other consequences of the failure of the disbursements made from the payments received by NCCI to be adequate or timely to avoid a default by SELLER/HOLDER on any such third party obligation. This authorization shall remain in full force and effect until NCCI has received written notification from me (or either of us) of the termination of the authorization. I/We understand that termination requires receipt by NCCI of written notice at least three (3) business days in advance of any scheduled ACH transaction in order for the termination to be implemented by NCCI, BANK, and NCCI's bank.

**SELLER/HOLDER** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
**Substitute W-9**

**Request for Taxpayer  
Identification Number and Certification**

.....  
**SELLER/HOLDER:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

or

**Employer Identification Number:** \_\_\_\_\_

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(3) I am a U.S. citizen or other U.S. person, and

(4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**SELLER/HOLDER** Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
.....