

# NORTHWEST CONTRACT COLLECTIONS, INC.

P.O. Box 1478 Shelton, WA 98584

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

[ncci@hcc.net](mailto:ncci@hcc.net) [www.nwcontractcollections.com](http://www.nwcontractcollections.com)

## CONTRACT COLLECTION AGREEMENT

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

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

Name(s):

Address:

Phone: (h) (other)

Email:

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

Name(s):

Address:

Phone: (h) (other)

Email:

(Parties should 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, Request for Reconveyance  
Real Estate Contract, Warranty Fulfillment Deed  
Security Agreement or UCC1 Filing, and associated personal property title(s)  
Other:

### **ACCOUNT COLLATERAL TYPE:**

Raw Land

Commercial

Residential

Other/None

### **TERMS:**

Per original Note/Contract (copy attached) - **ONLY** if no payments made to date and no interest adjustments at closing

\_\_\_\_\_  \_\_\_\_\_  
Buyer initials Seller initials

**OR,**

Original Principal Balance \$ Note/Contract Date:  
Interest Rate (annual percentage rate) %  
Payment (principal plus interest only) \$ Monthly, **or**  
Current Principal Balance \$ as of (Interest Paid To Date)  
First/Next Payment Due Date

Late Charge \$ or % if payment not received within days after due date.

Additional Payment Amt. (Reserves) \$ Addendum for Reserves attached  
**or,** Passthrough to Seller

### **ALLOCATION OF SERVICE CHARGES:**

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 (email no charge) to Buyer Paper payment notices (email no charge) 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 if in the form of a wire transfer or certified check. Normally payments received by NCCI will be disbursed pursuant to the instructions of SELLER/HOLDER within one (1) business day following receipt; however, disbursements may be delayed until confirmation by NCCI that it is in receipt of "good funds". NCCI will notify SELLER/HOLDER of each payment received *via electronic notice (email)*; additional notices requested by SELLER/HOLDER will be subject to the terms of NCCI's then current fee schedule. 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 executed 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 such time as NCCI determines that all of the obligations and conditions 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 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 unreconcilable.

**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:

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