

DEBT COLLECTION SERVICES AGREEMENT

This Debt Collection Services Agreement (the “Agreement”) is entered into between DPS Recovery, LLC (“DPS Recovery”) and _____ (the “Client”) (together, the “Parties”) on this _____ day of _____, 2023 (the “Effective Date”).

Recitals

WHEREAS, The Client seeks to retain the services of DPS Recovery, a “consumer collection agency” within the meaning of Florida Statutes Section 559.55, in order to collect certain debt owed to it;

WHEREAS, DPS Recovery is engaged in the business of government debt collections and is willing to provide such services;

NOW THEREFORE, DPS Recovery and the Client (together, the “Parties”) hereby enter into this Agreement regarding the collections of debt owed to the Client pursuant to the terms contained herein.

Agreement

1. Acknowledgements, Representations, Warranties

The Parties hereby represent and warrant that the recitals set forth above are true and correct and hereby incorporate each as if they were set forth fully herein. Client represents and warrants to DPS Recovery that Client is not prohibited by the terms of any agreement, understanding, policy, code, law, rule, or regulation from entering into this Agreement. Client further represents and warrants to DPS Recovery that the terms and conditions of this Agreement will and do not violate or contravene the terms or conditions of any other agreement to which Client is bound, obligated, or otherwise a party to.

2. Services Provided

A. Scope of Services. DPS Recovery agrees to provide debt collection services to the Client in the form of collecting any and all past-due or unpaid debts owed to the Client. (the “Services”).

B. Term: Renewal. This Agreement shall begin on the date first set forth above and end on the date one (1) years therefrom (the “Term”). If, at the expiration of the Term of this Agreement, DPS Recovery and the Client are in full compliance with the terms of this Agreement, the Agreement shall automatically renew for additional one-year periods upon the same terms and conditions unless either party terminates the Agreement in accordance with Section 7 of this Agreement.

3. Process for Collection of Accounts

A. Duties and Obligations of DPS Recovery. DPS Recovery is responsible for the following duties and obligations:

- i. Compliance with all local, state, and federal laws and ordinances necessary to provide the Services;
- ii. Obtaining all necessary permits and fees in order to provide the Services;
- iii. Drafting, formatting, and conducting all communications relating to the Services;
- iv. Establishing a system for payment of the debt;
- v. Transmitting information relating to the collection of debt to the Client;
- vi. Maintaining a non-interest bearing trust account which retains any debts collected related to the Services;
- vii. Maintaining all records related to a debtor for a period of three (3) years after the initial request by the Client to engage in collection efforts against that debtor; and
- viii. DPS Recovery shall not settle or compromise any debt from a Referral for less than the full amount owed unless directed, in writing, by the Client. However, DPS Recovery may settle any debt from a Referral by taking either a reduced Collection Fee (defined below), or no Collection Fee at all.

B. Duties and Obligations of Client. Client is responsible for the following duties and obligations:

- i. Client shall determine, in its sole discretion, which debts and/or debtors to refer to DPS Recovery (a “Referral”);
- ii. Upon Referral, Client shall be responsible for furnishing all information available to the Client to DPS Recovery related to the Services, including, but not limited to, debtor name, address, and any information relating to the debt being collected, including that information required by applicable law, such as the Fair Debt Collection Practices Act (the “Debt Profile”) within three (3) business days in the method and manner to be agreed upon by the Parties, and Client will use all reasonable efforts to provide accurate information as required above and as to the amount of the debt owed;
- iii. Each Referral shall contain a unique identifier by which DPS Recovery and Client may identify the debt and/or debtor;

iv. Upon Referral, Client shall immediately cease and desist from any further collection efforts, including forwarding billing statements and demand letters and making phone calls;

v. After Referral, Client shall direct any and all communication regarding a debt to DPS Recovery;

vi. After Referral, until revocation of the Referral, Client shall not accept any money from that debtor or collect on any such debt, and instead shall direct the debtor to make all payments to DPS Recovery; and

vii. Client shall cooperate in good faith with DPS Recovery efforts to provide the Services and/or otherwise collect debts on behalf of Client.

viii. If Client collects on a debt after a Referral to DPS Recovery, it must collect DPS Recovery Collection Fee and remit that Collection Fee to DPS Recovery within five (5) business days of collection.

C. Suspension of Collection. If the Client wishes to suspend the collection of any Referral, it must notify DPS Recovery in writing at least five (5) business days before any collection efforts will cease. If written notice is properly provided, DPS Recovery will cease all collection activity and acceptance of payment(s) on that Referral. In addition, DPS Recovery will not charge the Client for the Collection Fee on that Referral, to the extent of Collections made after the providing of the written notice (provided that DPS Recovery shall be entitled to receive its Collection Fee on Collections made prior to the providing of the written notice)

4. Compensation and Payment

A. Compensation to DPS Recovery. DPS Recovery shall receive a fee for the Services equal to the table below;

Please Check all that apply

30%	All Municipal Utilities	
30%	All Traffic & Court Collections	
30%	All Emergency Medical Service (EMS)	
30%	All Property Tax	

Unless otherwise agreed to by the parties in writing, the 30% fee for all Utility Collections will be in addition to any amounts owed to the client. This 30% fee is at NO COST to the client.

The 30% fee for all Court Collections, Property Tax, and EMS will be in addition to any amounts owed to the Client. The 30% fee is at NO cost to the client.

5. Indemnification

A. Indemnification of the Client. DPS Recovery shall indemnify, defend, and hold Client and each of its officers, directors, employees, affiliates, and agents harmless from and pay any and all losses, costs, damages, claims, obligations, liabilities and expenses (including, without limitation, all reasonable attorneys' fees and costs), whether known or unknown, contingent or vested, matured or not matured, whether or not resulting from third-party claims, directly or indirectly, resulting from, relating to, arising out of or attributable to (i) any breach, violation or default by DPS Recovery of any term, covenant, warranty, representation, agreement, provision, or obligation set forth in this Agreement or (b) any violation or breach of any rule, regulation, statute, or law governing the Services unless such violation is the direct or proximate result of Client's (i) breach, violation or default of any term, covenant, warranty, representation, agreement, provision, or obligation set forth in this Agreement or (ii) act or omission, including Client's negligence.

B. Indemnification of DPS Recovery. Client shall indemnify, defend, and hold DPS Recovery and each of its owners, officers, directors, employees, affiliates, and agents harmless from and pay any and all losses, costs, damages, claims, obligations, liabilities and expenses (including, without limitation, all reasonable attorneys' fees and costs), whether known or unknown, contingent or vested, matured or not matured, whether or not resulting from third-party claims, directly or indirectly, resulting from, relating to, arising out of or attributable to any breach, violation or default by Client of any term, covenant, warranty, representation, agreement, provision, or obligation set forth in this Agreement.

C. Notification of Claim. Each indemnified party under this Section 5 will promptly, but no later than ten (10) business days after notice to such indemnified party of any claim as to which it asserts a claim for indemnification, notify the indemnifying party of such claim and the amount thereof; provided, however, that the failure to give such notification shall not relieve the indemnifying party from any liability which it may have pursuant to the provisions of this Section 5 as long as the failure to give such notice within such time does not materially prejudice to the indemnifying party. Notice to an indemnified party for the purpose of the preceding sentence shall mean the provision of written notice or demand from the indemnified party, filing of any legal action, or receipt of any claim in writing by the indemnifying party or similar form of actual notice to the indemnifying party.

D. Defense of Claim. For any claim for indemnification by an indemnified party hereunder, the indemnifying party may, by written notice to the indemnified party, undertake to conduct any proceedings or negotiations in connection therewith or necessary to defend the indemnified party and take all other reasonable steps or proceedings to settle or contest such claim, including without limitation, the engagement of counsel; provided, however, that the indemnifying party shall reasonably consider the advice of the indemnified party as to the defense and settlement of such claim and the indemnified party shall have the right to participate, at its own expense, in such defense, but control of such litigation and settlement shall remain with the indemnifying party. The indemnified party shall provide all reasonable cooperation in connection with any such defense by the indemnifying party. Counsel and auditor fees, filing fees and court fees of all proceedings, contests or lawsuits with respect to any such claim shall be borne by the indemnifying

party. If any such claim is made hereunder and the indemnifying party elects not to undertake the defense thereof by written notice to the indemnified party or otherwise fails to undertake the defense thereof, the indemnified party shall be entitled to undertake the defense and demand and receive payment from the indemnifying party to cover the full cost of the defense of the claim(s) paid by the indemnifying party as provided for in Section 5 of this Agreement. If the indemnifying party undertakes such defense, and the indemnified party requests the right to assume control of such defense by providing written notice to the indemnifying party, the indemnified party's right to indemnification shall terminate and the indemnified party shall bear all costs, expenses, and fees associated with such defense, as well as any losses, costs, damages, claims, obligations, liabilities and expenses associated therewith.

E. Cost of Defense; Advancement. Any payments owed to the indemnified party from the indemnifying party pursuant to this Section 5 shall be affected by wire transfer of immediately available funds from the indemnifying party to an account designated in writing by the indemnified party within twenty (20) days after request by the indemnified party.

6. Insurance Requirements

A. Insurance Requirements of DPS Recovery. During the Term, DPS Recovery shall maintain insurance as specific in **Exhibit B** to this Agreement. All policies shall be specifically endorsed to provide that the coverages provided pursuant to this provision will be primary and that any insurance carried by the other party shall be excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the other party.

7. Termination

A. Termination by Either Party. Either party may terminate this Agreement with or without cause at any time upon written notice (a "Notice of Termination"). Once a Notice of Termination has been received by the non-terminating party, the Agreement shall continue in effect for a period of ninety (90) days (the "Termination Period"). During the Termination Period, both Parties shall continue to comply with all obligations and duties under this Agreement. After the Termination Period has expired, both Parties shall be relieved of all obligations and duties under this Agreement, except for those described in Section(s) 7.B and 9.G of this Agreement.

B. Payment Received After Termination. If DPS Recovery receives a payment from a debtor after the termination of this Agreement, it shall be entitled to withhold its Collection Fee and remit the remainder of the payment to the Client in accordance with Section 4.B of this Agreement. Likewise, if the Client receives a payment from a debtor related to a Referral after the termination of this Agreement, it shall collect and remit DPS Recovery Collection Fee within five (5) business days of collection.

C. Non-Renewal of Term. Should either party wish to avoid the automatic renewal of this Agreement as detailed in Section 2.B, that party must provide written notice to the other party at least ninety (90) days prior to the expiration of the Term (or any subsequent Term should it be renewed for one (1) or more terms).

8. Notice

Any notice, request, or consent required or given pursuant to this Agreement shall be in writing and sent by same-day hand-delivery, recognized overnight courier, charges prepaid, or by certified mail, return receipt requested, postage prepaid to the addresses below. A notice, request or consent so given under this Agreement is effective upon delivery of same or the refusal to accept delivery thereof. The Parties agree to use reasonable efforts to send copies of all notices simultaneously by facsimile or electronic mail transmission for their mutual convenience. Any party may change his address by giving ten (10) day’s prior written notice thereof to the other party.

If to DPS Recovery, LLC:

3626 Quadrangle Blvd. Ste 100
Orlando, FL 32817
Attn: Anthony Dahlbeck

If to Client:

9. Miscellaneous

A. Independent Contractor. DPS Recovery shall at all times be acting as an independent contractor of the Client. Nothing in this Agreement shall be construed so as to create an agency, employment, partnership, or joint venture relationship between DPS Recovery and the Client.

B. Entire Agreement. This Agreement expresses the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, negotiations, and discussion on the matters covered herein. Each of the Parties affirms that there are no contemporaneous oral promises, representations, or agreements not set forth herein inducing entry into this Agreement and all prior negotiations, discussions, statements, and representations are merged herein. The Parties acknowledge and agree that neither of them relied upon any oral statement or agreement in making the decision to execute this Agreement. Reliance by the Parties on verbal communication accordingly is unwarranted.

C. Amendments. This Agreement shall only be modified or amended by written agreement of both of the Parties.

D. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, overbroad, or otherwise unenforceable in any respect, whether in whole or in part, then the Parties agree that it is their intention that (i) the offending provision be modified and/or reduced in scope and term so that it is enforceable; (ii) such invalidity, illegality, over breadth, or unenforceability does not affect any other provisions of this Agreement; and (iii) this Agreement shall be construed as if such invalid, illegal, over broad, or unenforceable provision had never been contained herein.

E. Waiver. No waiver of a breach of any provision of this Agreement shall be construed as a waiver of the ability to declare a breach of that provision, or any other provision, of this Agreement. Failure by either of the Parties to enforce any terms of this Agreement shall not be deemed as a waiver of the right to enforce any of the terms of this Agreement.

F. Assignability. Neither of the Parties may assign their obligations under this Agreement, without written consent of the other party, to any other person or entity.

G. Restrictive Covenant. During the Term (and any renewal thereof) and for a period thereafter of one (1) year, Client agrees that it will not, directly or indirectly, (i) solicit, induce, influence, offer to provide or provide employment, whether with Client or any third-parties to any person, member, or entity that is or was an employee, a regular or full-time independent contractor, or consultant to DPS Recovery during the Term (and any renewal thereof) (collectively, the “**Work Force**”); (ii) use, hire, retain, or consult with the Work Force; and/or (iii) solicit, induce, or influence any person, member, or entity in the Work Force to alter, modify, or terminate their relationship or any agreement or business expectancy with DPS Recovery.

H. Governing Law. This Agreement shall be governed by, construed, and enforced under the laws of the state where the Client is located.

I. Counterparts and Signatures. This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. Signatures by facsimile or electronic means shall be deemed an original and shall be valid and enforceable.

J. Advice of Counsel. The Parties acknowledge, agree, represent, and warrant that they were advised to seek independent legal counsel before deciding to enter this Agreement and that they were provided an opportunity to do so and have done so and waive any claim or defense based upon their failure to seek advice of counsel.

K. Construction. This Agreement was prepared after negotiations between the Parties hereto, and if any ambiguity is contained herein, then in resolving such ambiguity no weight shall be given in favor of or against any party on account of its drafting this Agreement. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

L. Time is of the Essence. Time is of the essence with respect to the Parties’ performance and observation of each of the terms and conditions of this Agreement.

M. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN THE PARTIES, INCLUDING ANY AND ALL CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS, AND WHETHER SOUNDING IN CONTRACT, TORT, EQUITY, OR OTHERWISE REGARDLESS OF WHETHER SUCH CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS OR THIRD PARTY CLAIMS ARE BASED ON UPON OR ARISE OUT OF, UNDER, OR ARE RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, OUT OF ANY ALLEGED CONDUCT OR COURSE OF CONDUCT, DEALING OR COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN, ORAL, OR OTHERWISE).

IN WITNESS WHEREOF, the Parties have executed this Debt Collection Services Agreement as of the Effective Date.

DPS Recovery.

By: _____

Name: _____

Title: _____

Date: _____

Client: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – SERVICES PROVIDED

EXHIBIT B – INSURANCE REQUIREMENTS