



**ASSIGNMENT AGREEMENT**

Collection Professionals Inc. (CPI) is a licensed debt collection agency operating in accordance with all applicable federal, state and local laws; the undersigned (hereinafter referred to as "Client") has hired CPI for the purpose of providing collection services.

**THIS DEBT COLLECTION AGENCY AGREEMENT** is made as this 29th day of September, 2020, by and between (Client Name): City of Mills, WY, and Collection Professionals Inc (CPI).

Subject to and in consideration of the terms and conditions of this Assignment, CPI and Client agree as follows:



**ARTICLE 1. GENERAL**

1.1 Contractor Relationship. Client hereby retains CPI as an independent contractor to collect its Delinquent Accounts as further set forth herein. The relationship between Collector and Client shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have any authority or capacity to make or alter any Agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other except as specifically set forth herein. Neither Collector nor Client will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as set forth herein. The respective employees, agents and representatives of each of Collector and Client shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other. CPI and Client each assume full responsibility for their own compliance with any and all applicable laws, ordinances, rules and regulations, including, without limitation, Collector's obligation to comply with the Federal Fair Debt Collection Practices Acts, and the rules promulgated thereunder, each as amended from time to time.

1.2 Term. The term of this agreement is effective only when signed by both parties and applies only to the accounts assigned by client to CPI.

1.3 Assignment. CPI has the right to assign this Agreement and its rights and obligations hereunder in whole to any corporation or other entity with or into which CPI may hereafter sale, merge or consolidate or to which the company may transfer all or substantially all of its assets.

**ARTICLE 2. COLLECTIONS**

2.1 Assignment of Accounts. Client assigns and transfers all rights and interests with all delinquent accounts assigned to CPI for collections. Client further grants to CPI the exclusive right to collect assigned accounts together with Interest thereon, with full authority to perform all acts deemed necessary as contained herein sole discretion to collect the assigned accounts.

2.2 Responsibilities of CPI. Upon receipt of the Collection Information, Collector shall use its best efforts to secure recovery on such Delinquent Accounts referred by Client in a timely manner, including, but not limited to the following: (i) contacting Responsible Parties via phone or written correspondence; (ii) reviewing Uniform Billing Forms; (iii) locating and identifying the Responsible Party, and (iv) such other duties available under Federal and state law Collector deems necessary or desirable to secure recoveries on the Client's Delinquent Accounts.

2.3 Responsibilities of Client. Client shall (i) assure that Collector receives all Collection Information on the Delinquent Accounts referred to Collector in a timely manner with the Collector assuming no liability for the failure to secure recovery on Delinquent Accounts that the Client does not refer in a timely manner, (ii) fully cooperate with Collector in its efforts to collect the Delinquent Accounts; (iii) sign all liens, releases, satisfactions, and all other documents reasonably requested by Collector promptly after Collector's request; (iv) immediately refer to Collector all inquiries and settlement offers with respect to the Delinquent Accounts; (v) comply with Collector's requests for documentation, itemized bills, and request for the Client to re-bill Delinquent Accounts to the Responsible Party and all other documents necessary or requested by Collector to collect the Delinquent Accounts; and (vi) represents and warrants that each assigned account and amount assigned represents a legal debt which is in fact due and owing to client.

2.4 Funds Received. CPI is authorized by this assignment to endorse client's name for deposit on any payments received. Client agrees to immediately notify CPI on any payment directly received from the debtor.

2.5 Authority to Settle. CPI shall not settle or compromise any account without approval from client.

2.6 Return of Delinquent Accounts. CPI shall return to Client, and shall discontinue performing any further collection services on, any delinquent account upon Client's request of same. CPI shall be entitled to retain at our sole discretion all monies related to said account under agreement herein.

**ARTICLE 3. COLLECTION FEE**

3.1 Payments. When an account is sent for legal action, client agrees that court costs and attorney fees may also be recovered by CPI, with court cost and attorney fees being paid prior to application of payments to the principle amount of the debt. Assignor agrees to notify CPI if any direct payments are received from a consumer or third party paying for a consumer after the date of the assignment. CPI shall be entitled to a portion of the amount paid according to the schedule set forth below.

3.2 Fee Schedule on Collected Accounts. In consideration of CPI's services hereunder, CPI shall be paid as described below:

<b>Assigned Accounts</b>	<b>Legal Action Accounts</b>	<b>Forwarded Accounts</b>
(Any account assigned)	(Account assigned by which legal action has commenced)	(Account forwarded to out of state agency for collection)
25%*	40%*	40%*

\*% of monies collected and applied to Principle Balance

3.3 Statements. Within fifteen (15) days of the end of any given month, CPI shall remit to client a statement showing the total collections for the past month. Itemized by patient account, and collection fees for its services with respect thereto. In addition, CPI shall remit to client a check for all sums received by CPI for the preceding collection month minus any amounts due or past due for fees as described in Section 3.2 above from this monthly remittance.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**Client Name: City of Mills, WY**

**Collection Professionals, Inc.**

Name of Client:



Signature

Signature

Printed Name:

Greg Kohn

Title

Printed Name

Sales

Title

Client Information:

City of Mills, WY

Attention:

Collection Professionals Inc.  
1736 Sheridan Ave. P.O.Box 1340  
Cody, Wyoming 82414

Business Name

Phone: 307-587-4761

800-584-9153

Fax: 307-587-4981

Contact Person

PO Box 789

Address

Mills WY 82644

City State Zip

307-439-1244

Phone # Fax #



## Authorization for Legal Assignment

The following is an agreement between City of Mills, WY hereinafter referred to as "CLIENT," and **Collection Professionals, Inc. and/or dba Check Solutions.**

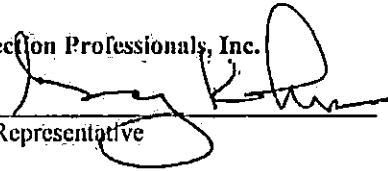
Except as herein specified, CLIENT agrees to place delinquent accounts and/or dishonored checks with Collection Professionals, Inc. for collection. Either party may terminate this agreement with thirty days written notice.

CLIENT hereby transfers, sets over and assigns unto Collection Professionals, Inc. all rights, titles and interest to claims arising from all accounts and/or dishonored checks to be assigned for collection with full power to collect, sue, compromise, endorse remittance or settle said claims in the name of Collection Professionals, Inc. for the benefit of the CLIENT.

A copy of the regularly kept business records will be submitted for each account assigned to Collection Professionals, Inc. and so noted and dated. All sums assigned to Collection Professionals, Inc. will be justly due and owing at the time each account is assigned.

In the event that said parties should enter into legal dispute, each party shall bear their own court costs and attorney fees.

Collection Professionals, Inc.

  
CPI Representative

Greg Kohn  
Printed Name

Date

9/29/2020

\_\_\_\_\_  
Client Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date