

Debt Management Program (DMP) Agreement for Services

Client Name (s): _____ Effective Month/Year: _____

I hereby authorize Consumer Credit Counseling Service (CCCS), a program of The HomeOwnership Center, a non-profit agency, its employees, agents and volunteers to counsel and advise us on its money management and budgeting pertaining to our financial situation. I hereby hold CCCS, its employees, officers, directors, agents and volunteers harmless from any claim, suit, action or demand of our creditors, ourselves or any other person arising from any action or inaction taken by agency or my creditors, in connection with any services rendered by CCCS for me. Furthermore, I understand that bankruptcy may be an alternative. CCCS does not give legal advice but may recommend we seek legal counsel. Nothing herein shall apply to actions or claims under the provisions of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. For simplification, the singular is used even when the plural may apply. I freely volunteer to abide by the provisions of this agreement, which are as follows:

I hereby consent to and authorize CCCS, a non-profit agency, its employees, agents and volunteers:

1. To make necessary arrangements with my creditors to aid in the repayment of unsecured debts. All associated attachments including Income Statement, Budget Analysis, and Enumeration of Debts including balance and payment schedule, Action Plan pages are incorporated herein as part of this agreement by reference. The term of this Release of Information and Agreement for Services is 60 months barring unforeseen developments or the duration of the DMP and becomes effective on the date that I sign it and make a payment to CCCS.
2. To communicate with my creditors, asset holders and others for the purpose of obtaining information about my accounts, including, but not limited to verifying balances, payments, interest rates and fees charged.
3. To disclose any information concerning my financial condition and status, including but not limited to income, debts, credits, earnings, assets and residential and work addresses to creditors listed by me unless otherwise required by law.
4. To combine my funds disbursement with other clients being served; to use a third party to transfer my funds and to receive/send information about my account to/from my creditors.

I further agree:

1. To abide by CCCS program guidelines and that I am responsible for disclosing accurate information, to the best of my knowledge, about all of my creditors and sources of income.
2. Payment amounts are based on the total debt owed as disclosed by the client. Your counselor will notify you if payment amounts change upon verification of debt totals. For the first month only, I agree to deposit with CCCS \$ _____ which includes a \$30 one time set-up fee, by the _____ of the month my DMP is to begin. All future monthly payments of \$ _____, includes a \$25 monthly service fee, and will be paid by the _____ of each month. Estimated program fees for 60 months are \$1530. I agree to make all deposits payable to Consumer Credit Counseling (CCCS) by money order, certified check, bank check or electronic transfer. I understand that CCCS will not accept cash, personal checks or internet bill payment services.
3. That all of my credit/charge cards have been closed or destroyed and I am fully aware that the creditor(s) has the right to close the account(s). I agree to destroy all cards associated with the lines of credit on the Debt List. I further understand and agree that I will not apply for, nor will I ask anyone for more credit or assume any new debts without agency approval.
4. That CCCS acting as my agent in negotiating arrangements with my creditors is free to exercise its own judgment in making such arrangements; may provide full financial information to creditors involved; and shall not be responsible or liable for any action taken by my creditors. I understand that creditors may assess finance charges or fees that may increase the total indebtedness and that CCCS has no responsibility or obligation for my past, present, or future credit.

I understand that:

1. This agreement can be terminated immediately by CCCS if it is found that I have provided any false information to CCCS, or if I have paid creditors on my own, or if fail to comply with any other provisions, terms, or conditions of this agreement. CCCS reserves the right to discontinue my DMP if I fail to make two monthly deposits in full or repeatedly make partial payments. Creditors reserve the right to discontinue any concessions when payments are not made as agreed.
2. I understand that I can terminate this agreement for any reason by providing written notice to CCCS. If CCCS or I terminate this agreement, any money left in my account will be paid to my creditors, unless otherwise required by law. I understand that if my program is terminated CCCS will inform me in writing, and notify my creditors providing them with my name, account number and reason.
3. CCCS in its discretion may make changes to this agreement including increases in monthly service charges, by giving me thirty (30) days notice.
4. I understand that my records are protected by federal, state, and local regulations governing confidentiality of client records and cannot be disclosed without my written consent unless otherwise provided for in the regulations.

I have received copies of the Counseling Disclosure, Privacy Notice and Client Rights. I understand and agree to abide by the CCCS Client Agreement and CCCS Client Guidelines.

Signature: _____

Counselor: _____

Signature: _____

Date: _____