

DEBT MANAGEMENT AGREEMENT

Please read the following statements carefully so that you will understand the provisions of the Debt Management Plan. Initial the line next to each section to indicate your understanding of that provision. For simplification the singular is used even when the plural may apply.

AGENCY FUNDING DISCLOSURE

CCCS's Debt Management Plans (DMP) serve the dual role of helping you repay your debts and helping creditors collect the money owed them. Some of CCCS's funding comes from voluntary contributions from creditors who participate in Debt Management Plans. Since creditors have a financial interest in getting paid, most are willing to make contributions to help fund our agency. These contributions are usually calculated as a percentage of the payments you make through your Debt Management Plan – up to fifteen percent (15%) of each payment received. However, your accounts with your creditors are to be credited with one hundred percent (100%) of the amount you pay through us and we will work with all your creditors regardless of whether they contribute to our agency.

_____ I engage the professional services of Consumer Credit Counseling Service of the Savannah Area, Inc. (hereinafter referred to as CCCS) to provide debt management counseling services in negotiating a repayment plan hereinafter referred to as the Debt Management Plan or "DMP" with my creditors. I freely volunteer to abide by the provisions of this agreement, which includes the following:

_____ I understand that I am responsible for disclosing to CCCS accurate information, to the best of my knowledge, about all of my creditors and sources of income. In consideration of and in furtherance of services to be provided by CCCS, I hereby expressly authorize CCCS, its employees, agents/volunteers to:

1. 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 creditor(s) listed by me unless otherwise required by law, and to provide any information that I have given to you that may be requested by any creditor(s) to whom I owe money and who will be considering me for a Debt Management Plan, and;
2. Obtain whatever financial information concerning me from any creditors as CCCS deems necessary, and;
3. Obtain a copy of my credit report, if needed, in order to enable CCCS to better assess my financial situation and thereby increase its ability to assist me in the liquidation of my debt. I understand that said credit report will be the sole property of CCCS and I will not receive a copy of my credit report. All information contained in my credit report will be considered confidential and used for legitimate business purposes under the Fair Credit Reporting Act.
4. Use a third party to transfer my funds, and to receive/send information about my accounts to/from my creditors.
5. I agree to a Monthly Fee of six and one-half(6.5%) percent (not to exceed \$40.00) of my Debt Management Plan monthly payment.

_____ **Beginning _____, 20___, I agree to deposit with CCCS \$_____ each month (\$_____ deposit, \$_____ fee) under the repayment plan negotiated by CCCS. I agree to make all deposits by bank check, electronic transfer (if available), certified check or money order made out to CCCS of the Savannah Area, Inc. I understand that CCCS will not accept cash or personal checks. For the purpose of the accounting for and the disbursement of my funds, I expressly agree to permit CCCS to combine my funds with the funds of other clients being serviced by CCCS in a Trust Account.**

_____ **With respect to my credit history,** I understand that my participation in the DMP may change information which is already on my credit report. If my credit report reflects that I have paid creditors as agreed in the past, I understand a DMP could have a negative impact on a credit worthiness decision by a potential creditor, landlord, or employer in the future. In addition, creditors may report that I am on a DMP and am not paying as originally agreed although they have accepted a reduced payment. I am aware that debts to creditors I repay on a DMP may be able to be discharged through bankruptcy, and that CCCS staff members cannot provide legal advice.

_____ **With respect to additional creditor charges and duration of the DMP,** I understand that estimated finances charges, fees or penalties imposed by creditors may increase my overall indebtedness as well as the length of time required to fully pay my creditors over and above the estimates provided by CCCS. I further understand that increasing my DMP deposit may have a favorable impact on these charges, reducing the amount of time estimated to achieve completion of my DMP. Therefore, as it is in my best interest, I will make every effort to increase my deposit whenever possible. CCCS will provide as precise an estimate as possible for the duration of the DMP. At its inception, the estimated time to complete my DMP should not extend more than 60 months, unless otherwise stated.

Termination of agreement:

1. I understand that CCCS reserves the right to discontinue my Debt Management Plan if I fail to make my initial payment, if I fail to make two consecutive monthly deposits in full or if I make more than four (4) partial deposits in a year's time totaling less than 50 percent of my required deposit. Creditor cooperation depends on consistent payments through CCCS. A Debt Management Plan cannot be re-opened without re-counseling.
2. I understand that 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 I fail to comply with any other provisions, terms, or conditions of this agreement. I understand that I can terminate this agreement for any reason by providing written notice to CCCS. If this agreement is terminated by CCCS or me, any money left in my account will be paid to my creditors, unless otherwise required by law. I understand that if my DMP is terminated, it is my responsibility to notify my creditors.
3. I understand that my creditors voluntarily cooperate with CCCS in this debt repayment plan. I further understand that if I miss one or more deposits or make partial deposits, or for any other reason they deem appropriate, my creditors reserve the right to discontinue any concessions made to me under the DMP with respect to interest, penalties, and fees.

Other provisions:

1. CCCS agrees to send me periodic statements of payments made through CCCS. I agree to monitor my statements from creditors to verify that payments have been received and to notify CCCS of significant differences between the balances on creditor statements immediately. I understand that I have the right to review my file in the presence of a CCCS staff member during regular business hours.
2. I understand that though a counselor may answer questions about Bankruptcy, CCCS does not provide legal advice. If legal advice is needed, I will seek the appropriate assistance.
3. I understand that CCCS, in its discretion, may make changes to this agreement, including increases in monthly service charges, by giving me thirty- (30) day's notice.
4. I understand that authorized CCCS staff or agencies with legitimate authority to monitor CCCS practices may review my file for quality assurance compliance and research. If such a review should occur, I understand that my identity will be kept confidential in any findings.
5. I hereby agree to hold CCCS, its employees, officers, directors, and agents harmless from any claim, suit, action or demand made by any of my creditors and any other person, which in any manner may arise from any action or inaction taken by CCCS, or my creditors, in connections with any services rendered by CCCS for me.

Usage of credit:

I hereby certify that all of my credit cards have been returned to the creditor, lost, destroyed or turned into agency for disposal. I voluntarily agree that no further charges will be made on the accounts. In the event that there is no balance on an account, I will request that the creditor close the account. 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 prior CCCS approval.

Agreement to Contribute:

For partial reimbursement of costs of administering the debt management plan, and to assist in the funding of the work done for others in my community by CCCS, a non-profit community service, the undersigned agrees to a **\$25.00** per month to CCCS for processing, envelopes, checks, postage, etc.

Initial Analysis Contribution:

I agree to make a one-time contribution in the amount of **\$25.00** to assist CCCS to offset some of the initial cost involved to process the proposed plan of debt repayment.

I acknowledge that I have read, understand and initialed each of the above provisions, terms, and conditions of this agreement. Both CCCS and I have received a copy of this agreement. CCCS and I agree that there are no other agreements, promises, or representations, unless executed in writing between CCCS and me other than those contained in this agreement.

Applicant

Counselor

Applicant

Date