



**DEBT FREE**  
**AMERICA.COM**

Mail this agreement, the Debt Sheet, and a money order to:  
DebtFreeAmerica.com  
P.O. Box 9228  
Virginia Beach, VA 23450

### Debt Management Agreement

This Debt Adjuster Agreement (hereinafter the "Agreement") entered into on \_\_\_\_\_ (today's date) is made by and between \_\_\_\_\_ (your name) (hereinafter "You" "Your" "I" "We") who reside(s) at \_\_\_\_\_ (your address) and DebtFreeAmerica.com, (hereinafter "DFA") a licensed non-profit debt adjuster agency operating business at 101 North Lynnhaven Road, Suite 300, Virginia Beach, Virginia 23452 It is understood that DFA will provide debt management services to you and act on your behalf in negotiating a Debt Management Plan (hereinafter the "DMP") with your creditors. It is also understood that DFA may disclose information concerning your financial situation and status, including but not limited to all sources of income and amounts, assets, and personal and work addresses to creditors listed in the DMP unless otherwise prohibited by law. You hereby authorize DFA to obtain any and all financial information concerning you from any and all creditors listed in the DMP as deemed appropriate. It is understood that it is your responsibility to provide any and all information requested by HCCS and hereby affirm that any and all information provided to DFA, orally or verbally, is complete and accurate to the best of your knowledge. It is further understood that it is your responsibility to notify DFA of any changes of home and work addresses, bank account information, and phone numbers. *Please note that the first three (3) months are considered a transition period to allow DFA to negotiate with your creditors, allow creditors sufficient time to review and respond to proposals that outline the terms of your DMP, and to update their records and statements accordingly.* The debt management services offered by DFA do not include secured debt, federal and state income tax liabilities, or federally guaranteed student loans.

*My (our) monthly total amount includes a donation of \$50.00\* to HCCS, a non-profit organization. All other funds are to be disbursed to our (my) creditors*

Initial Setup Fee.....	\$ _____
Monthly Amount.....	\$ _____
Monthly Fee.....	\$ _____
Total Monthly Amount	\$ _____

We (I) affirm that the payment arranged is within our (my) ability to pay. This declaration based on the following Budget Analysis.

Monthly Income.....	\$ _____
Minus Monthly Expenses..... (Not including HCCS total monthly amount)	\$ _____
Funds available to pay HCCS total monthly amount. (Should be no less than Total Monthly Amount in above section)	\$ _____

**Insufficient Funds:** HCCS is authorized to determine what obligations shall be paid in the event of insufficient funds should there not be an amount readily available to satisfy the agreed upon DMP monthly payment amount. Should there not be any funds available, creditors will not receive disbursements and your DMP will be terminated.

**Returned Checks:** In the event any check tendered by you to HCCS is returned by your financial institution for insufficient funds, HCCS will impose a \$0 NSF fee, unless otherwise prohibited by law.

**Excess Funds:** It is understood that in the event you remit funds in excess of your required minimum monthly payment to HCCS, HCCS will not retain these funds but will disburse them to those creditors who will most benefit your overall DMP.

**Disbursements:** HCCS will promptly disburse funds to creditors upon receipt of initial payment and every month thereafter.

**Prepayment of DMP:** If you choose to pay off your DMP before the expiration date, HCCS will NOT impose a prepayment penalty.

**Monthly Statements:** HCCS will generate monthly detailed statements to you reflecting the creditors participating in the DMP, the amount disbursed to your creditors, the DMP balance, the date of disbursement, and the total month disbursement.



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### Provisions

**Trust Account Authorization and Disclosure:** By executing this Agreement you the consumer authorize the federally insured institution to disclose financial records relating to the trust account in which your funds are held under to the Commissioner during the course of any examination of DFA by the Commissioner. DFA will maintain your funds in a trust account separate from its operating account. The financial institution where funds remitted by you for payment to creditors will be held in a trust account is:

**Bank of America, 6610 Rockledge Drive, Bethesda, Maryland 20817**

**Complaints:** You may call DebtFreeAmerica.com toll-free at 1-800-403-3287 with any inquiries or complaints regarding your debt management plan.

**Method of Dispute Resolution:** In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties will attempt to resolve the matter through DFA by discussions between the Account Advisor concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Account Advisor concerned and more senior levels of management as appropriate. If a dispute in relation to a matter arising under the agreement is unable to be resolved at DFA, and all agreed steps for resolving it have been taken, the dispute may be referred to **Bureau of Financial Institutions, 1300 E. Main Street, Suite 800, P.O. Box 640, Richmond, Virginia 23218-0640** for resolution.

**Examination of Files:** I/We understand that I/we have the right to review my/our file(s) in the presence of an DFA authorized representative during regular business hours.

**Alternatives:** DMPs are not suitable for all consumers and consumers may request information on other options, including, but not limited to, bankruptcy. An DFA credit counselor may discuss or answer general questions you may have regarding bankruptcy, but DFA does not provide any type of legal advice regarding any matter and recommends that you seek independent legal counsel from a licensed attorney.

**Proposals to Creditors:** DFA shall send proposals to your creditors, verify account balances, and notify you of any changes in your minimum payment, acceptance of proposals from your creditors, terms and conditions thereof, and proposal denials from your creditors.

**Monthly Payment Alterations:** It is understood that the total monthly payment may increase or decrease in the event that creditors are added to or removed from the DMP during the transition period or in mid-stream or if account balances are updated. DFA will notify you of any monthly payment changes.

**Incurrence of Indebtedness:** It is understood that while under the DMP, the use of any credit cards and any other types of revolving accounts is prohibited and all existing accounts are to be closed, unless needed for business purposes. It is also understood that any other type of indebtedness shall not occur while enrolled in the DMP.

**Purchases and Solicitations:** As a condition of entering into this DMP, DFA may not require you to purchase any product or service, nor solicit or offer to sell any other product or service to you during the term of the DMP.

**Voluntary Contribution:** DFA may not require a voluntary contribution from you for any services provided, other than the monthly donation/fee referenced above.

**Please note that the provision of debt pooling and distribution services may have a derogatory effect upon your credit report and credit scores.**

