



PO Box 593080.  
Orlando, FL 32859

*“Devoted to the collection of delinquent receivables”*

*www.hfholdingsinc.com  
Telephone: 877-680-6064  
Facsimile: 877-680-7749*

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## How We Recover Your Money

### INTAKE

As soon as HF Holdings receives a claim we immediately attempt to contact the debtor to secure payment. Our professional recovery agents will demand that payment be made immediately, if the payment cannot be secured in one lump sum our agent will negotiate a payment arrangement to ensure that funds are recovered from your debtor. If the information on the debtor is no longer valid our investigative unit will undertake a “skip-trace” which is a technique used to track down debtors and obtain information to contact them for payment.

### DEMAND

Once the initial demand has been made upon the debtor your claim will be entered into our database and assigned to a collector for daily demands with the debtor. At HF Holdings, Inc. our agent will attempt to contact the debtor daily through every available avenue including telephone calls, mailed letters, faxed demands and email demands. Our agents diligently demand payment from the debtors pressuring only for payment in full, we do not make compromises.

If Payment is not received from the debtor after our collector has attempted to secure payment there are 2 avenues that may be taken to recoup the funds that are owed.

### LITIGATION

If the debtor refuses to pay or is unresponsive our affiliate attorney can represent your business in a lawsuit against the debtor.

### ATTORNEY DEMAND

If the debtor refuses to pay and the balance would not warrant a lawsuit our affiliate attorney in the debtor’s jurisdiction will demand payment from the debtor.

### RESULT

**YOUR MONEY RECOVERED!**



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**ACCOUNT PLACEMENT FORM**

**CLIENT/CREDITOR INFORMATION**

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Contact Name : \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City : \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DEBTOR INFORMATION**

Debtor Company Name: \_\_\_\_\_ Debtor Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Amount Owed: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Reason for Not Paying: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date of Delinquency: \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Do you have a signed contract or agreement? Yes [ ] No [ ]  
Do you have Invoices purchase orders or other documentation? Yes [ ] No [ ]  
Are there any bad checks or chargeback's? Yes [ ] No [ ]  
Have you obtained a judgment against the debtor? Yes [ ] No [ ]  
Additional Information that will assist in collection from the debtor  
DOB \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
SSN \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Other: \_\_\_\_\_



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I. This agreement is made between HF Holdings, Inc. herein referred to as AGENT and:

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_ Herein referred to as CLIENT. On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

II. When in receipt of a claim(s) where a debtor owes monies to CLIENT, AGENT will attempt to collect the funds owed on the behalf of the CLIENT. AGENT agrees to only charge a contingency on funds actually paid, in full or part, by the debtor under the following conditions:

- (a) Payment is made directly to the AGENT;
- (b) Payment is received by the CLIENT after execution of this agreement; and/or
- (c) Merchandise is returned AND accepted by the CLIENT in consideration for the debt.

III. The CLIENT warrants that all claim(s) placed with the AGENT for collections are valid and can be substantiated with documentation to prove such. The CLIENT agrees to forward any requested documentation at the request of the AGENT on any claim placed for collection.

IV. The CLIENT may recall a claim forwarded to the AGENT only when the claim is not in legal status or in insolvency proceedings or there has been no activity on the account for 90 days. Any cancellations must be expressed in writing and mailed to PO Box 593080. Orlando, FL 32859. Upon receipt of a cancellation notice all fees due to the AGENT shall be paid prior to the case being closed. Any claims withdrawn under the following circumstances will be charged the following rate:

- (a) Claim(s) withdrawn after payment has been received, while payments are being received, or intended to be received will be charged the full contingency of the entire balance owed.
- (b) Claim(s) withdrawn that are not covered by Section II (a-c), Section V (a-b), and/or Section VI will be charged a 10% administrative fee.

\_\_\_\_\_ (*initial*) V. Subject to Sections II (a-c) & IV (a-b), if on any claim or within 90 days from the termination of this contract the CLIENT receives payments directly from the debtor, the debtors affiliate, an insurance agency, or any other means which substantiates the debt, the AGENT shall be notified within 3 business days and any contractually agreed upon commissions must be paid within 15 days. The CLIENT acknowledges and agrees that any aforementioned direct payments still legally require the CLIENT to remit said commission to AGENT and does not void the contractual, legal and/or financial obligations owed the AGENT. The CLIENT further acknowledges and agrees that failure to timely notify the AGENT of any said direct payments and remit commissions due constitutes a legal presumption of fraud and breach of contract by CLIENT.

VI. Any claim received by the AGENT from the CLIENT, regardless of previous collection efforts or nation of debtor shall be billed under the following contingency rates under Section II (a-c), Section V (a-b), and/or Section VI . Any claim under 365 days in age shall be charged a contingency of 30%. Any claim over 365 days in age shall be charged contingency rate of 40%. Any claim that is under \$1,000.00 shall be charged contingency rate of 50%. Any claim that requires the use of AGENT's affiliate law firm(s) shall be charged a contingency of 50%. Any fees paid by CLIENT do not cover defense of counter-claims. Costs to take legal action on claims are not to be considered in lieu of the agreed upon contingency percentages that will apply on all sums recovered through efforts initiated by AGENT and/or its affiliates. AGENT is not guarantor of specific result on any claim, under any circumstance. No refunds.

VII. Any claim which is placed by the CLIENT which is discovered to have been placed in error or previously paid by the debtor shall be billed at a rate of 10% of the claim as an administrative fee.

VIII. The CLIENT grants full authority to the AGENT , and any attorney firm, collection agency or subsidiary the AGENT forwards the CLIENTS case to, to endorse and negotiate any check, draft or other negotiable instrument made payable to the CLIENT for deposit in trust for distribution to the CLIENT after deducting the commission and fees due AGENT by the terms of this agreement.

IX. The AGENT is authorized to forward a case, at their discretion to an outside law firm or collection network to assist in the recoupment. In any case where an additional charge may be incurred by forwarding said claim, the AGENT must obtain expressed authority from the CLIENT prior to forwarding said claim.

X. In no event shall AGENT be liable in any respect for the inability to collect any account placed with AGENT by CLIENT for collection. It is understood and agreed that AGENT is not a guarantor of any specific result on accounts placed by CLIENT. CLIENT and AGENT each agree to indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and representatives against all liens, subrogation rights, claims, demands, actions, cause of actions or other rights, cost or judgment, including reasonable attorney fees, incurred as a result of the acts or omissions of the indemnifying party or its officers, directors, employees, agents and representatives arising from this contracted matter.

XI. This Agreement shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Florida and venue for any dispute shall lie in Orange County, Florida. In the event that any provision here of is found to be invalid or unenforceable, then that provision shall be deemed to be severed and removed and the remaining provisions shall remain valid and in full effect.

Agreed on this date \_\_\_\_/\_\_\_\_/\_\_\_\_ For CLIENT.

\_\_\_\_\_  
(Sign your name)

\_\_\_\_\_  
(Position with Company)