



Thank you for choosing Harris Goldberg Financial! Attached is all the paperwork needed to process your Service Agreement.

1. Service Agreement
2. Budget Form
3. Creditor Information Form
4. Disclosures (please sign and initial where indicated)
5. Checking & Routing Information Sheet: To ensure that your application is processed in a timely fashion, it is very important that this information is accurate and complete.

Please note that Payday Loan Consolidation may not be suitable for all consumers. Other alternatives, such as bankruptcy, credit counseling, or debt management may be appropriate. Please contact us with any questions regarding alternative solutions.

Please complete, sign, and initial where appropriate. Then fax or email all pages indicated above to 877-972-9228 or [admin@harrisgoldbergfinancial.com](mailto:admin@harrisgoldbergfinancial.com). Please remember to keep a copy for your records as well!

We will start processing your application as soon as we receive your signed documents. If you have any questions, do not hesitate to contact us. Harris Goldberg Financial is here to help!

Sincerely,

*Processing Department*



## CLIENT INFORMATION

ADDRESS

PHONE NUMBER (        ) -        -        EMAIL

CLIENT D.O.B      \_\_\_\_ / \_\_\_\_ / \_\_\_\_      CLIENT SOCIAL SECURITY      \_\_\_\_ - \_\_\_\_ - \_\_\_\_

CO-CLIENT DOB \_\_\_\_ / \_\_\_\_ / \_\_\_\_ CO-CLIENT SOCIAL SECURITY \_\_\_\_ - \_\_\_\_ - \_\_\_\_

CLIENT SIGNATURE: \_\_\_\_\_

DATE OF SIGNITURE:            /            /

CO-CLIENT SIGNATURE: \_\_\_\_\_

DATE OF SIGNITURE:                   /                   /



### AGREEMENT FOR SERVICES

By initialing each item below, you are attesting that you fully understand the AGREEMENT; you were provided time to review each section of the Agreement, and the agreement is accurate.

1. **ENGAGEMENT:** This agreement is being entered on the \_\_\_\_\_ day of \_\_\_\_\_ by and between, \_\_\_\_\_ ("Client") whose address \_\_\_\_\_ hereby, contacted Harris Goldberg Financial ("HGF"), whose address is 3837 Hollywood Blvd, Suite A, Hollywood FL, 33021, toll-free telephone number; and requests Payday Loan Assistance to HGF the exclusive right to work with Client's payday loans, cash advances, and/or any unsecured debt. HGF does not furnish any legal advice or legal services, nor shall advise Client regarding any legal issues or as to the legal effect of any agreement with lenders. Client understands that all information provided to HGF, whether financial or otherwise, by client represents the information that HGF is authorized to use when contacting creditors. HGF relies upon Client provided information as being accurate.

2. **MONTHLY DEPOSITS:** Client will make monthly deposits of (\$ \_\_\_\_\_ ) in the Dedicated Account which will be opened following the initial processing of this application by HGF or Client. Funds will be transmitted electronically each month from Client's checking or savings account to the aforementioned Dedicated Account for the purpose of satisfying payday loan debt within approximately \_\_\_\_\_ months, with \_\_\_\_\_ installments. Estimated completion date is \_\_\_\_\_. HGF will make a good faith effort to resolve Client's debts within this time frame. The Client may accelerate payments by making additional deposits at any time. Estimated length of time to complete the Debt Relief Program is a good faith estimate, in part, on the average of a recent sampling of average percentages charged by creditors that participate in our payday Debt Relief Program. Accordingly, Members actual length of time to complete program may vary.

3. **FEES.** Client agrees to pay HGF fees, as follows, which are deducted from the Client's deposits into their Dedicated Account. HGF shall collect a total fee in an amount equal to \_\_\_\_\_ percent (%) of Client's original total debt enrolled in the program for payment arrangements made with lenders. As each account enrolled in the program has come to an agreement and funds are disbursed, HGF shall be entitled to receive fee of that account's enrolled balance. Client will also incur a \$39.99 monthly service fee to maintain accounts.

The estimated total amount of program fees will be \$ \_\_\_\_\_. The estimated amount of money needed to fund agreements made with creditors are in the amount of \$ \_\_\_\_\_.

- a) Client may incur additional fees such as: regular postage and handling, local and long distance telephone calls, photocopies, facsimile charges, bank fees, data processing and account servicing, internal audit review as well as other expenses: Next Day, 2nd Day, Overnight, Express or Certified postage. HGF has a right to invoice Client for aforementioned miscellaneous items.
- b) Client will be responsible for additional banking fees associated with their Dedicated Account. Such fees will be assessed by the bank and withdrawn from the account automatically.

**4. DEBT TO BE CONSOLIDATED:** Client has provided HGF a list of Payday Loan Debts to be consolidated by HGF totaling \_\_\_\_\_ accounts in the sum of \$ \_\_\_\_\_. For Creditor's provided for program, please refers to page 6. Client attests that these are the only payday loans, cash advances, and/or any unsecured debt to be included in the program. Client will be notified of all agreements within (1) business day of funds being disbursed.

**5. PURPOSE OF PROGRAM:** This program is designed to assist in resolving Client's debts through payment arrangements with their creditors. The HGF Debt Relief Program is only for those who foresee or can no longer meet their financial obligations of their Debts.

**5. RESPONSIBILITIES OF COMPANY AND CLIENT:** HGF will perform the services agreed upon in this contract, will make a good faith effort to keep Client informed of developments concerning their accounts, and will respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with HGF Company, keep HGF reasonably informed of developments concerning their accounts and debt, and of Client's address, telephone number, and whereabouts. Client will make/authorize any and all payments in a timely manner that is required to be made under this contract.

**7. NO GUARANTEED OUTCOME:** HGF will perform professional services on Client's behalf to the best of its ability. Company cannot make, and has not made, any guarantees regarding results. Client understands that Client's credit rating can be affected due to the nature of these arrangements. HGF's estimates about the outcome of any matter are its best professional estimates only and cannot be construed as being anything other than an estimate.

**8. IMPACT ON CREDIT RATING:** The Client understands that the purpose of Debt Relief Program is to satisfy Client's debts to the principal balance owed, and that HGF does not agree to disbursement of funds to Client's creditors until acceptable arrangements have been made with payday lenders.

**9. DEDICATED ACCOUNT:** Client acknowledges that the accumulation of funds in their Dedicated Account for the arrangements of debts does not prevent creditors from taking any further legal action to collect on debts. Client's Dedicated Account belongs exclusively to Client.

**10. TERMINATION:** HGF may withdraw from representing Client immediately if Client fails to promptly pay HGF's fees, if Client misrepresents or fails to disclose any material facts, if Client acts contrary to HGF's suggested program, if Client does not return HGF's phone calls, or otherwise fails to perform in an acceptable manner which could impair HGF's performance under this agreement. Client shall have the right to terminate HGF's services at any time, effective on written notice.

**11. DEFAULT ON CLIENT FEE PAYMENTS:** In the event that the Client fails to pay any fees earned by HGF within thirty (30) days of being invoiced, an administrative late charge of 1.5% per month will be assessed until payment is received. Furthermore, Client will be responsible to pay any and all costs of collection; Including court costs and/or attorney's fees accrued.

**12. DEDICATED ACCOUNT/CANCELLATION:** Client owns the funds held in the account. Client may cancel the program at anytime without penalty; upon cancellation Client will be refunded all funds accumulated in the account other than the fees HGF has earned. Additional fees for your Dedicated Account may apply. HGF does not charge or retain these fees. Dedicated Account fees (Bank Fees) are charged by the third party administrator, in accordance with their terms and conditions for opening a Dedicated Account. Please consult your Dedicated Account administrator for more information.

**13. CREDITOR WITHDRAWAL:** In the event of a creditor withdrawing from the program, HGF will notify Client within fourteen (14) days, identify aforementioned creditor, and inform Client of their right to modify this agreement accordingly. Should fifty percent (50%) or more of Client's creditors withdraw from the program, Client shall be informed of their right to cancel this agreement.

**14. GOVERNING LAWS:** In any suit, action, proceeding or arbitration between the parties seeking enforcement of any terms or provisions of this agreement or relating to any transaction contemplated by this agreement, the agreement shall be construed or enforced according to the Laws of the State of Florida and any dispute under this agreement must be brought to this venue and no other.

**15. CANCELLATION:** Client has the right to terminate the HGF Debt Relief Program agreement at anytime by giving the Company written or electronic notice. Termination of the Debt Relief Program becomes effective immediately upon receipt by HGF, at which time all powers of attorney granted by the Client to HGF are revoked and ineffective. Client may cancel this agreement without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the agreement. See the attached notice of rescission form for an explanation of this right. Client may also terminate this agreement at any later time, but HGF may not be required to refund fees that the Client has paid.

**16. ADDITION OR REMOVAL OF DEBT:** Client acknowledges the attached list of creditors as the complete list of creditors to be contacted by HGF. Any additions or removals of accounts will require written authorization by The Client. Addition or Removal of debt may result in the adjustment of monthly payment and program completion time. No additional fee will be charged for adding or removing debt by HGF.

**17. DISCLOSURES:**

- a) ABSENT SPECIAL CIRCUMSTANCES, COMPANY DOES NOT COLLECT A FEE UNTIL COMPANY HAS SUCCESSFULLY MADE ARRANGEMENTS WITH YOUR PAYDAY LOAN LENDER.
- b) WE ARE NOT ATTORNEYS, WE CANNOT GIVE YOU ANY LEGAL ADVICE. IF YOU HAVE ANY LEGAL QUESTIONS ABOUT YOUR CASE, YOU SHOULD SEEK THE ADVICE OF A LICENSED ATTORNEY EMPLOYED BY YOU AND REPRESENTING YOUR INTERESTS ONLY.
- c) CLIENT'S PARTICIPATION IN THE COMPANY'S PROGRAM WILL NOT, OF ITSELF, CAUSE CLIENT'S CREDITORS TO CEASE ANY COLLECTION EFFORTS. THE SUCCESS OF THE COMPANY'S PROGRAM DEPENDS UPON CLIENT'S PARTICIPATION. IF CLIENT TERMINATES THE PROGRAM BEFORE THE CLIENT HAS SAVED SUFFICIENT FUNDS IN ITS DEDICATED ACCOUNT, THEN THE PROGRAM WILL NOT PRODUCE THE DESIRED RESULTS.

I have read, fully understand and agree with all terms and conditions stated above, including all financial obligations. This agreement must be delivered or made available to the consumer upon execution.

Right to Cancel: You have the right to cancel this contract at any time with written or electronic notice. You may rescind this agreement without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the agreement. See the attached notice of rescission form for an explanation of this right.

\_\_\_\_\_  
APPLICANT

DATE OF SIGNATURE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
CO-APPLICANT

DATE OF SIGNATURE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
REPERSENTIVE SIGNATURE

DATE OF SIGNATURE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



### Creditor Information Form

Client acknowledges that the list of debts provided below is the complete list of debts to be contacted by Harris Goldberg Financial. Client reserves the right to remove a debt at any time. Removal of debt may result in the adjustment of monthly payment. While it is the good faith belief of HGF that the creditors listed below will likely participate in the Payday Loan Consolidation Program, no specific guarantee is made. Should a creditor withdraw, Client will be notified. Information below may represent an estimate and may be subject to change.

Creditor Name	Phone	Fax	Online Or Store Front	Enrolled Principal	Current Monthly Payment	Program Payment Adjustment
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
<b>TOTAL</b>				<b>\$</b>	<b>\$</b>	<b>\$</b>

## BUDGET FORM



**Harris Goldberg Financial**

3837 Hollywood Blvd, Suite A, Hollywood FL, 33021

Office: (877) 972-9228 Fax: (877) 972-9228

Monthly Income	Total Income
	\$
	\$
	\$
<b>Total Income</b>	<b>\$</b>

### Reasons for Payday Loan Consolidation Program

(Check all that apply)

Poor Money Management

Overspending

Reduced Income

Medical

Divorce / Separation

Death

Disability

Unemployment

Other \_\_\_\_\_

Mortgage/Rent Expense	
	\$
	\$
	\$
	\$
Utilities Expense	
	\$
	\$
	\$
	\$
	\$
Auto Expense	
	\$
	\$
	\$
	\$

Credit Cards/Loans	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Other Expenses	
	\$
	\$
	\$
	\$
	\$
	\$
Total Expenses	\$

<b>Total Net Income</b>	<b>\$</b>
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Taking the time to understand the benefits and the risks involved with a payday Loan Consolidation program will provide you with knowledge that can help to ensure your program will be successful. As with any debt resolution, there are no 100% guarantees as there are factors that may be beyond your control and the control of your service provider (HGF). Open communication with your service provider (HGF) is essential; please update your service provider (HGF) as soon as any pertinent information regarding your financial situation, your personal contact information or changes to the status of your enrolled accounts.

By signing this disclosure you acknowledge and state, I \_\_\_\_\_ have read the Harris Goldberg Financial Disclosure. I have read and understand both the benefits and risk that are involved when enrolling in a debt consolidation program.

\_\_\_\_\_  
**APPLICANT**

DATE OF SIGNATURE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
**CO-APPLICANT**

DATE OF SIGNATURE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### **Disclosure**

The HGF Debt Relief Program requires a long-term commitment from both you and us. It is important that you realize that there are potential benefits and potential obstacles to successfully completing any program.

Please take a moment to review the following disclosure document. It is important that you understand each item listed. Please request further explanation if you need clarification regarding any disclosure included in this document.

By Initialing each item below, you are attesting that HGF fully explained each disclosure listed, in addition you were provided time to review each disclosure, and you understand each disclosure moving forward.

1. **PROGRAM SELECTION AND ALTERNATIVES:** We determine your eligibility for a Payday Loan Consolidation program, but we do NOT evaluate your unique credit and debt situation to determine the best debt relief option for you. It is your responsibility and choice to evaluate and determine which option is best for you.
2. **CREDITOR COLLECTION ACTIVITY:** While you are enrolled in a Payday Loan Consolidation Program, late fees, penalties, and interest will likely continue to accrue on your debt until your creditor accepts an arrangement and the arrangements is completely satisfied as agreed. If you do not or cannot remit your monthly minimum payment, you will be in default of your agreement with your creditor(s) may result in an increase of your balance.

Participation In a Payday Loan Consolidation Program, Will likely increase collection activity, including increased phone calls and correspondence from the creditor or debt collector. Once we have contacted your payday loan companies these calls will slow down and or stop.

By failing to pay Payday Loans in accordance With the terms of the contractual agreements with those lenders, you may be in violation of the agreements with those lenders, which may result in litigation. If a Judgment has been obtained, a creditor may garnish your wages or seize any available assets or property. State laws regarding Judgments vary. Please consult an attorney licensed to practice in your state regarding possible Judgment consequences.

3. **LEGAL ADVICE:** Under no Circumstances have or will we provide you legal advice. We are not a law firm.
4. **FEE LIABILITY:** You may terminate the program at any time, but you may be liable for some or all of our fees under the terms of your agreement with us for debt that has been paid through arrangements made by HGF.
5. **FUNDING RESPONSIBILITY:** You understand that we cannot satisfy any debt without your authorization and it is your obligation to fund any arrangements by us. We cannot and will not make any payments of any debts on your behalf.

6. **POSSESSION OF FUNDS:** You understand that we will not take possession or control of any of your funds, other than receiving fees owed to us under the terms of our agreement with you. You or your designee is responsible for depositing and transferring any funds that are required for any arrangements and for payment of our fees under the terms of your agreement with you
7. **THIRD PARTY OBLIGATIONS:** If you are using a third party designee to transfer, deposit, withdraw or disburse funds, you may be subject to paying additional fees to the third party designee, if any, for handling your transactions. We may provide you information and forms from companies and/or banks that can act as your designee, but your use of a designee and your agreement with such a designee is separate from your agreement with us.



**\*\*Notice of Rescission\*\***

To rescind this agreement mail or deliver a signed, dated copy of this notice, or any other written notice to Harris Goldberg Financial at 3837 Hollywood Blvd, Suit A, Hollywood FL, 33021."

On the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_. I \_\_\_\_\_ rescind this agreement.

\_\_\_\_\_  
APPLICANT

DATE OF SIGNITURE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
CO-APPLICANT

DATE OF SIGNITURE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_