



RecoverHoaDues.com

A Simple Solution for Delinquent HOA Dues

The '*Simple Solution*' HOAs and POAs
Have Been Looking For
"Credit Reporting Works"

RecoverHoaDues.com

52.4 % Success Rate

Exclusively endorsed by the ***National Homeowners Advocate Group*** as, "*The most equitable way to recover delinquencies and prevent foreclosures, while preserving your relationship with homeowners.*"

Some of the Benefits our HOAs are Receiving:

- "I've got residents paying their late dues and we haven't had a single complaint. This is reconnecting me with my neighbors, and we're recovering the funds we need so we don't have to foreclose." - Shelton Lee, Versage HOA, NC
- "I thought credit reporting would never work with POA dues. *Boy was I ever wrong!*"
- Comptroller, Michigan POA
- "We have a Homeowner that owed close to \$2,400.00 for two associations. The association received payment in full yesterday. Without a company like yours, we probably would never have been able to collect this as easily as we did. To anyone having issues regarding HOA collections, I strongly urge you to use this program. *It really works!*"
- Hema Patel, Paragon Property Management
- "RecoverHoaDues.com has helped our law firm increase collections, and keep costs down for our HOA clients. They have provided an excellent and easy to use service that frees up our time and allows us to focus on other parts of our business." - Atlanta Law Firm



Thank you for your interest in this unique process which is changing the landscape of the HOA industry by reducing foreclosures and recovering assessments across the nation. Our system provides you and your Board with the level of clarity and transparency long sought-after in delinquent dues recovery.

You'll now have instant access to your own web-based portal, bringing everything in our process into clear view. You'll see exactly what everyone is doing – from your homeowner's actions, to our internal efforts, to your management firm's compliance. We help you and your Board get back in control of the recovery process, and provide you with access to oversee the activities of all parties involved.

Credit reporting works so well, because it affects the property owner personally — not the property. We recover dues in a manner which restores communication with your neighbors who are behind, and collects their delinquent dues without using liens or foreclosure, or burying families in unnecessary legal fees. Property owners are always instructed to pay your Association (or its management firm) directly — we never touch your money.

The [Recover Hoa Dues.com](http://RecoverHoaDues.com) process uses skip tracing, a phone and letter campaign, and an attorney written demand to communicate to homeowners the importance of making arrangements with you, so they can avoid being credit reported to Experian, Equifax, and TransUnion. Credit reporting is at the discretion of your HOA's Board, and is done in compliance with all Federal Fair Debt Collection Practices Act and Federal Fair Credit Reporting Act regulations. All this is performed for a flat fee of only \$25 per delinquent account, with no hidden fees. Each step instructs members to pay you or your agent directly:

- Skip Tracing – this process determines the whereabouts and/or most accurate contact information for delinquent homeowners, assuring the highest probability of communication with them.
- Four Letter Campaign – each letter is different; for example, one comes like a Telegram (as a Mailgram).
- Phone Call Campaign – three to six phone calls on days, nights, and Saturdays.
- Attorney Written Demand – on letter head, advising delinquent members of imminent credit reporting.
- Credit Reporting – if you wish, we credit report unpaid accounts to TransUnion, Experian, and Equifax at no additional charge.
- Thank You Letter – And we send a *"Thank You"* letter on your behalf to homeowners who get current.

Our system is a very simple one. We work with you much like you would with other contractors you might hire – we do a given service, at a set price, for a specific duration. In addition, your Association retains all ownership and rights to your accounts, because your accounts are not 'assigned or pledged' to us. Our service works like purchasing prepaid vouchers to run delinquent accounts through our process. These vouchers (claims) are available in increments of 50, 100, 250 or more (unused prepaid claims do not expire, and we've been in business since 1984, incorporating in 2006).

Enclosed you will find a sample Service Agreement for your reference. If you and your Board have any questions, simply send them to us at [Service@Recover Hoa Dues.com](mailto:Service@RecoverHoaDues.com) or call us at (800) 441-6005 x4.

Thank you for the opportunity to help resolve your Community's delinquent dues.

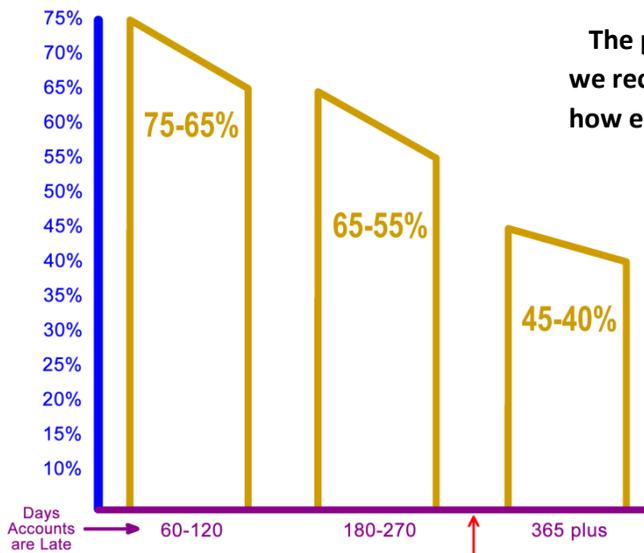
RecoverHoaDues.com

We Want To Assure You Have Realistic Expectations

"Our Simple Solution is Very Effective"

Our process is designed to be used early, and to *prevent* delinquent accounts from becoming liens and foreclosures. However *we're still very effective on older accounts when the property owner still owns the property* (and are ignoring their obligation). This form will help you assess how much you'll benefit from our service.

You must fill out this form, *which is a requirement on your first Order*, so that you clearly understand where our process will help you - and where it won't.



The percentage of HOA accounts we recover is in direct proportion to how early you submit your accounts

* Estimates reflect our experience, based on how old accounts are when they're submitted to us, and that the Association is pursuing homeowners who are still living in (or own) the home.

Our process should *not* be used for homeowners your Association has already foreclosed upon.

Here is where collectability of accounts begins to fade
 • POAs have good success even with older accounts

How many accounts* are
 (*accounts - not balances)

2 to 4 mos. old:	_____	x	70%	=	
6 to 9 mos. old:	_____	x	60%	=	
12+/- mos. old:	_____	x	40%	=	
			total	=	

Number of accounts we should recover in our 120 day process*

*more accounts may recover over time

Signature

Date

(Signor must be the same as on the Service Agreement)

RecoverHoaDues.com – FAQ

“How can you do HOA and POA collections for such a small cost of only \$25?”

We're not a Co-op, but we operate like a co-op in that we handle hundreds of thousands of accounts per month. So you get the discounts associated with that amount of volume of services, but only pay for that small portion which you use.

“How do we pay for your services, since there are no commissions involved?”

Ours is a prepaid service. It's like buying vouchers (we call them 'claims') to run delinquent accounts through our process. Unused prepaid services do not expire.

“Do we assign or pledge our accounts (or our rights regarding accounts) to you?”

No. Our HOA collection agency service only entails our Phase I dunning-based process wherein your HOA/POA retains all rights to and ownership of its accounts.

“How long have you been in business?”

33 years. NCSPlus is owned and operated by the same individuals who started the firm back in 1984 (however the Principles did incorporate in 2006).

“Do you file liens, or foreclose?” (And is your Phase II Service mandatory?)

No. *We do not file liens and we never foreclose on homeowners.* We do have a phase two of collections, *but it is not relevant for HOAs* as it does not file liens or foreclose on properties. Phase II is not mandatory, and is not intended for HOAs.

“Is credit reporting HOA dues and POA dues lawful?”

Yes. The Federal Fair Debt Collection Practices Act clearly allows for consumer debts (which is what it classifies HOA and POA dues as) to be credit reported.

“Is credit reporting mandatory? And do we have to pay for credit reporting?”

No. Credit reporting is not mandatory. And we cover all credit reporting costs.

“Do we need the homeowner's Social Security Number to credit report them?”

No. To credit report a debt you only need a name, an address, and amount owed; however you do need a full SSN to see someone's credit. Credit reporting without a SSN is common practice for hospitals, courts, collection agencies, and utilities.

“What if there's a mistake in credit reporting?”

The Federal laws governing credit reporting have established a clear and prompt path to resolve occasional errors in reporting: including the eOscar system, and procedures for permanent removal from the magnetic tapes repositories use.

“What do you say in your phone calls?”

All our phone calls and letters direct homeowners back to you (or your agent) to make their payment or arrangements directly with you – or face credit reporting.

“What does your Attorney Written Demand letter say?”

Our Attorney Written Demand does not compel your HOA or POA to any specific course of action. It’s merely to add veracity to the fact that (at that point) credit reporting is imminent. We’ve found that this is one of our most effective letters.

“How often do we get Progress Reports?”

You can log into your online web portal 24 hours a day, 365 days a year to review individual account details, or to print a detailed full Progress Report on demand.

“Do we get skip tracing results (to update homeowners’ contact information)?”

Yes. You get full access to all skip tracing results, as well as all our internal notes (including all notes from phone conversations with your Members, which letters we’ve sent and when, and when your agent enters payments into your system).

“Can we change the balance owed, to cover monthly late fees or new dues?”

No. However our communications do direct your members to call you (or your agent) at the phone number you provide, to confirm their current balance.

“What do we need to validate the debt if a homeowner disputes their account?”

Typically all that is necessary is a print-out showing their payment history, and a copy of the Declarations page of the CC&R’s, which they signed at their closing.

“What if we're concerned with sending our neighbors to a collection agency?”

We're not commissioned collectors, so no pressure is felt or applied. Our service approaches your neighbors as consultants; to help them avoid credit reporting.

“What is the \$60 annual ‘Service Maintenance Fee’ (SMF)?”

We only charge the SMF if there are *unused* claims in your system, and there is no activity on your account in a given year. Simply order and use the number of claims you need, or use one claim per year, and the SMF will not apply.

“Why do you need the Board President and Treasurer’s contact information?”

The HOA Board legally owns their accounts. As such, we require the names and contact information of the Board’s primary financial representatives of record.

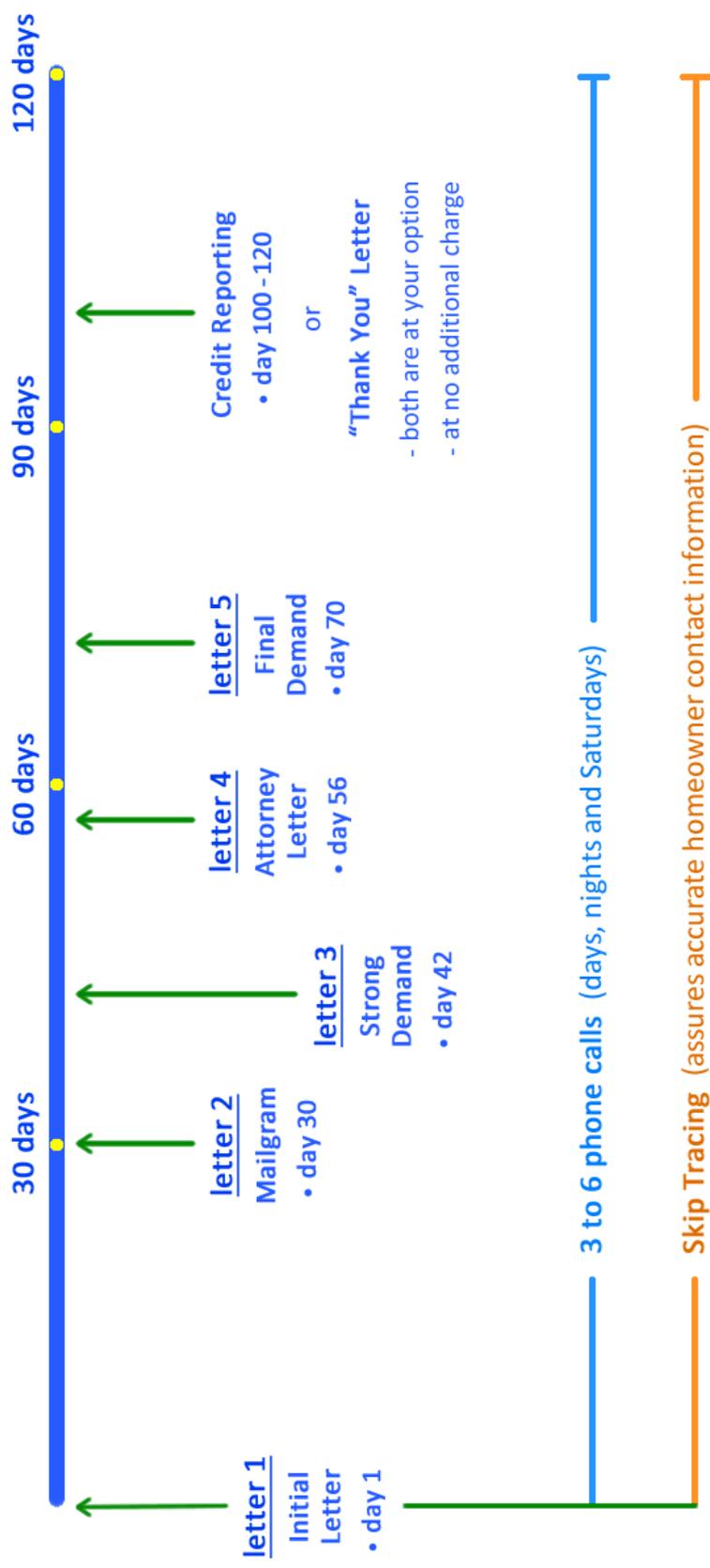
Please let us know if you have any further questions.

Service@RecoverHoaDues.com



We Use the Consequence of Credit Reporting to Motivate Homeowners to Pay Delinquent Dues Homeowners Pay Your Board or Its Agent Directly

The most effective options available are utilized in communicating with homeowners



Primary Financial Representatives for the HOA

Board President

Name: _____

Phone: _____ (best day time number)

eMail: _____

Board Treasurer

Name: _____

Phone: _____ (best day time number)

eMail: _____

This information is for internal NCSPlus records
only and is held in the strictest confidentiality.



SERVICE AGREEMENT PRINT ORDER

COMPLETE • SCAN • and EMAIL to: Service@RecoverHoeDues.com

Please Call With Any Questions:
(800) 441-6005 x201
NCSPlus Incorporated
RecoverHoeDues.com

Client (System) Number		Report Order <input type="checkbox"/> A <input type="checkbox"/> N	Today's Date [service agreement date]
Initial Password		Type of Business [of purchaser]	No. Y
New Order <input checked="" type="checkbox"/>	Reorder	Rewrite	Print Trans. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Telephone Calls to NCS (Primary)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CLIENT NAME [purchaser's business name]

ADDRESS [purchaser's business address]

CITY [purchaser's city] STATE [purchaser's state] ZIP [purchaser's zip]

TELEPHONE NUMBER [number to call to make payment arrangements] FAX [purchaser's fax number]

SYSTEM USER [person to make arrangements with] TITLE [contact person's title] EMAIL [contact@purchaser.com]

PRIMARY PHASE	Make Checks Payable to: NCSPLUS Incorporated	CLAIM FORMS PER SYSTEM	SALES TAX \$ N/A
Service Description	Level I	FULL SYSTEM PRICE	AMOUNT RECEIVED \$

TRANSFER AUTHORIZATION SECONDARY PLACEMENT - AMERICAN CREDIT MANAGEMENT DIVISION (ACM) SERVICE

NCSPLUS Incorporated (NCS) agrees that any account completing the Cash Recovery System's Primary Phase (approximately 120 days of pursuit) uncollected, will automatically be transferred to the company's ACM Division for intensive workout recovery service (including litigation, when warranted, at NCS's expense). ACM will service transferred accounts as second placements in accordance with the terms and conditions stated on page one and two of this agreement.

Client Must Initial **YES N/A** **ACM Transfer Declined** (*)Client maintains the right to decline assignment to ACM on all accounts, for thirty (30) days from the Notice of Transfer date, which will be sent after the Program's Primary Phase is completed. — OR — **Primary Phase Only** **Phase II Service Declined**

ACM STANDARD CONTINGENT COLLECTION FEE SCHEDULE 50% As specified on the reverse side of this agreement

Client Must Initial YES NO	Client Authorizes NCS To Report Unpaid Accounts To The Three National Credit Bureaus	Client Must Initial YES NO	Please indicate whether you will litigate consumer collections, if needed, in accordance with the Federal Fair Debt Collection Practices Act.
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REMARKS _____

ACH AUTHORIZATION

I Hereby Authorize NCS to ACH my Checking Account for any current outstanding invoices due NCS.

Authorized Signature _____

Account # _____ Routing # _____

Please attach copy of check (File Copy)

Charge to my credit card:

Visa M/C AMEX

Card No. _____

Expires _____ CSV _____

Signature _____

Copy of Credit Card MUST Accompany All Credit Card Orders (File Copy)

Client's Association _____

Client Authorization: NCS shall provide complete collection services on every account submitted. If an account is transferred to NCS's ACM Division, the company shall negotiate, secure and process payments on submitted accounts and forward recovered funds monthly net of contingent collection fees in accordance with ACM fee schedule detailed above. There is no time limit on the Primary service as long as the annual \$60.00 Service Maintenance Fee has been remitted at the end of each twelve (12) month period following the date of purchase. There is no time limit on the Secondary Phase of Service (ACM). All payments and rearrangements must be communicated directly to NCS headquarters in New York, NY. Collection forms, services and procedures may be changed from time to time due to applicability, availability, and/or to comply with state and federal regulations. ALL ORDERS ARE FINAL ONLY AFTER ACCEPTED AT NCS NEW YORK, NY.

I have read page two of this agreement and fully understand the terms and conditions of the services performed and the guarantee. This written agreement constitutes the entire agreement between the parties and cannot be changed except in writing signed by the parties.

Signed by Client Theresa Board-Member Primary Rep **Olivan Inc.** 25 01 4752
Name Reg. Dist. Number

Secondary Rep _____ Name Reg. Dist. Number

THE CASH RECOVERY SYSTEM – PRIMARY PHASE – TERMS AND CONDITIONS

NCS will provide our full service of five letters and a minimum of three live telephone contacts on each account placed into the Cash Recovery System for collection. All written and telephonic contacts are fully FDCPA compliant.

NCS will provide a secure web portal for use by the client in placing claims, updating claims and checking the status of claims.

At the client's option, all claims that remain unpaid at the end of the Phase One of the Cash Recovery System will be reported as due and unpaid to the three national credit reporting bureaus and NCS will maintain all demographic and payment records for all claims reported. NCS will respond to inquiries regarding claims reported and will update the credit bureaus with payment information as required under FCRA. Client agrees to report all debtor payments, settlements, accounts placed in error, deceased and bankrupt accounts in a prompt and timely manner.

THE CASH RECOVERY SYSTEM'S PRIMARY PHASE 400% ROI GUARANTEE

NCS guarantees that you will recover four times (400%) your paid-in-full system purchase price during the Cash Recovery System's Primary Phase, or NCS will continue to work additional accounts for free until the 400% return on investment is achieved. A request for free claims may be submitted one hundred eighty (180) days from the date NCS receives the last of all qualifying claims (as defined below) covered by this service agreement. The total of cash collections, rewritten contracts, installment agreements, notes, returned merchandise, and/or settlements made with debtors will be credited toward the guarantee.

Free claim eligibility terms require that the total system price shall have been paid in full, and any other invoices rendered to the client including the \$60 annual Service Maintenance Fee (SMF) must also be paid when due to prevent system expiration. Client shall have complied with all terms and conditions herein and on page one of this agreement. If the system is allowed to expire due to non-payment of the annual SMF or any other invoice then all guarantees shall be null and void. Client must also submit to NCS qualifying accounts equal to the total number of Claim Forms in the system. NCS reserves the right to verify free claim eligibility.

Qualifying claims must be (1.) persons or companies that legally owe at least ten times the NCS fee per Claim Form, (2.) accounts that are not contested at the time of placement, and (3.) primary collection accounts (i.e. accounts that have never been worked by a collection agency or collection attorney before). Non-qualifying claims are those where prior legal action was taken or accounts where judgments have been obtained, known bankruptcies, or claims which are past due twelve (12) months or more since last payment or charge.

Client warrants that all claims placed for collection are legally due and owing. This guarantee applies only to the client's initial order. This guarantee applies only on orders of 100 claims or more. Client agrees to report all debtor payments, settlements, accounts placed in error, deceased and bankrupt accounts in a prompt and timely manner.

PHASE TWO – AMERICAN CREDIT MANAGEMENT (ACM) – TERMS AND CONDITIONS

Accounts remaining uncollected after completion of the Cash Recovery System's Primary Phase (approximately 120 days of pre-litigation collection efforts), will be transferred to Phase Two – American Credit Management (ACM) for comprehensive hard-core collection service (including litigation, when warranted) as a second placement if Client has authorized transfer to ACM on page one of this agreement.

ACM will process all debtor payments and remit a check or present an invoice for payment each month to Client (net of collection fees as specified) along with a statement detailing all transactions processed. ACM is entitled to full commissions on all monies recovered, whether paid directly to ACM or directly to Client. Client agrees that ACM may deduct its collection fees from debtor payments, including those paid directly to Client. Client further agrees to promptly notify ACM of all payments received from debtors. Client authorizes NCS to process any Client credit card and or ACH information on file in payment of any fees that may become due and payable as a result of NCS Primary Phase Services and/or Phase Two American Credit Management (ACM) Services rendered herein. Notwithstanding the Standard Contingent Fee Schedule on page one of this agreement, ACM will charge a 50% fee on accounts forwarded to a collection attorney for litigation, skip mail, NSF checks, accounts with balances less than \$500, accounts previously worked by another collection agency (secondary placements), and accounts past due over twelve (12) months since latest payment or charge.

Client hereby authorizes NCS to endorse and deposit any remittances received from debtors made payable to Client. When litigation is warranted, ACM may advance costs associated with the filing of legal action on authorized accounts and as prescribed by law. ACM shall be reimbursed for such costs from the first monies collected. ACM will retain all interest and legal fees collected during Phase Two. Client agrees to promptly report all payments received. It is agreed and understood that if an account is settled directly with Client or withdrawn by Client for any reason, Client will immediately send ACM its full fee as if the account had been collected in full. Client agrees that the full ACM fee must be paid to effect the withdrawal of any claims. ACM is authorized to sue, settle or adjust any claims.

MISCELLANEOUS PROVISIONS

This agreement constitutes the entire agreement between the parties and cannot be changed except in writing by the parties. This Agreement shall be governed exclusively by, and construed exclusively in accordance with the laws of the State of New York without regard to its conflicts of law provision. The state and federal courts located in New York County, New York, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forum. NCS shall indemnify and hold harmless the Client from and against any and all loss cost damage, claims or injury on account of any matter of thing made, done, permitted or neglected by NCS in connection with its attempts to collect debts forwarded to NCS by client provided however that this agreement shall not apply with any respect to any erroneous information furnished to NCS by Client.



When you're ready to move forward, simply let us know and we'll prepare a Service Agreement for your Board.

You can reach us at [\(800\) 441-6005 x4](tel:8004416005) or by email at Service@RecoverHoaDues.com

We look forward to solving your delinquent dues.

[Recover Hoa Dues.com](http://RecoverHoaDues.com)
[Poa Dues.com](http://PoaDues.com)