

**Family Financial Education Foundation**

724 Front Street, Ste 340 • Evanston, WY 82930

(307) 789-2010 • (888) 292-4333

**Client Number:**

# FFEF ENGAGEMENT AGREEMENT FOR CLIENTS IN THE STATE OF IOWA

Client Name:

Client Address:

Client Phone No:

The Undersigned (hereafter solely and/or collectively referred to as “Client”), and Family Financial Education Foundation, a 501c (3) non-profit foundation (hereafter “FFEF”) hereby enter into this Engagement Agreement (hereafter “Agreement”), whereby Client engages FFEF to provide debt management services to Client in accordance with FFEF’s Debt Management Program (“DMP”) and pursuant to the terms, conditions and provisions of this Agreement. FFEF and Client agree as follows:

- A. FFEF will provide to Client, DMP services and materials that include financial evaluation and analysis, a comprehensive review of Client’s debts, thorough monthly budget analysis, financial consulting and negotiation with Client’s creditors to compromise or work out a payment structure for Client’s existing obligations. At least monthly, FFEF will provide educational materials, educational courses and/or other educational resources to Client. FFEF’s services will also include educational and counseling services designed to assist Client in managing the Client’s borrowing, spending and saving habits.
- B. Client agrees to disclose to FFEF all of Client’s unsecured credit accounts and any other information relating to Client’s credit status. Client also hereby authorizes FFEF to obtain all information from Client’s creditors, credit reporting agencies, and any other source that is deemed necessary in order for FFEF to perform its services. Furthermore, Client authorizes FFEF to obtain Client’s credit rating from any credit-reporting agency.
- C. FFEF makes no warranty, promise or guarantee to Client as to the results that may be obtained for or on behalf of Client in connection with this Agreement. Client agrees to hold FFEF, its officers, directors, employees and agents harmless from any claim, suit, action or demand arising from the services provided by FFEF to Client.
- D. Client understands, acknowledges and agrees to the following:
  - 1. FFEF is a non-profit corporation acting as a debt management company to pay Client’s obligations under the payment plan agreed to in connection with this Agreement;
  - 2. FFEF is not a licensed financial institution or lending agency;
  - 3. FFEF’s services provided to and on behalf of Client do not constitute an extension of credit or other loan arrangement of any kind or nature whatsoever;
  - 4. FFEF is supported in part by voluntary contributions from Client’s creditors for services that FFEF provides to Client, and Client hereby waives any right or claim to said contributions;
  - 5. FFEF’s services in connection with this Agreement may not prevent further collection efforts taken against Client by Client’s creditors;
  - 6. Entering into a DMP may have a negative impact on Client’s credit bureau report. Client’s credit report may reflect a consumer credit counseling status;
  - 7. FFEF will make payments to Client’s creditors ONLY upon receiving the scheduled monthly payment from Client;

8. That should Client default in maintaining the DMP, the rights and interests of Client's creditors will not be altered or jeopardized;
  9. Client agrees to maintain payments to creditors during initial enrollment process;
  10. That Client remains responsible for his/her debts and obligations and agrees to make timely payments in guaranteed funds under the debt repayment plan established in connection with this Agreement;
  11. Client agrees to close all credit lines, to open no new credit lines, and to avoid incurring additional debt while on the DMP;
  12. Client has the responsibility to monitor his/her accounts including statements from creditors and from FFEF and to report any discrepancies; and
  13. Client authorizes the release of his/her non-public information by FFEF to Client's creditors and by Client's creditor's to FFEF.
  14. Client hereby attests that the information provided to FFEF over the telephone and/or data on enrollment forms, creditor data, and other financial data is accurate to the best of Client's knowledge and belief.
- E. Client also attests that he/she has personally destroyed the charge card(s) listed on the Creditor Summary.
- F. Client understands and acknowledges that FFEF has no affiliation with any third parties nor does it rely on third parties for any part of its DMP. FFEF's Credit Counselors are properly trained and they are certified through industry-approved programs i.e. National Institute for Financial Education (NIFE), Institute of Personal Finance (IPF), or other certifying body.
- G. The client understands that FFEF will not charge any more than the state regulated fees for enrollment and monthly services. The Client agrees to pay \$50.00 to FFEF for enrollment and to help cover costs of setting up the Client on the Debt Management Program and a monthly payment of \$\_\_\_\_\_ (15% of amounts applied to Client accounts) to help offset FFEF's ongoing educational and operational costs. If the Client is unable to pay these state regulated fees, he or she may ask for a reduction of the fees and/or request that the fees be waived. The total estimated charges for the services of FFEF are \_\_\_\_\_. The charges will be paid in connection with each payment that is made by Client.
- H. Client understands that if he/she has any questions or complaints, Client can call FFEF at (888) 292-4333 or his assigned team's toll-free number.
- I. If any clause, sentence, or other portion of the terms, conditions and/or provisions of this Agreement becomes illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions of the Agreement will remain in full force and effect.
- J. This Agreement, "autopay transfer of funds authorization" form, and any addendum hereto are the entire understanding of Client and FFEF and supercedes any verbal agreements of the parties; any modifications and/or changes to this Agreement must be in writing signed by Client and FFEF.
- K. This Agreement becomes a binding obligation of the parties hereto, only upon execution by all parties hereto.
- L. Client acknowledges that he/she has read, understands and agrees with the terms set forth in this Agreement.
- M. Client acknowledges that he/she has received the document entitled "Debt Management Methodology and Disclosure", an executed copy of which is attached hereto and incorporated herein as part of this Agreement.
- N. Client may elect to discontinue participation in the program without penalty at any time during the term of the program.

O. The beginning and expiration date of this contract is \_\_\_\_\_ and \_\_\_\_\_ respectively. In no event shall this contract extend for a period longer than sixty months.

P. The following is a complete list of creditors who are to receive payments under this contract:

**See Attached Client Statement**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_/\_\_\_\_\_  
*Client* *Client No.*

*Wm. Richards Cluny*  
*Family Financial Education Foundation*

\_\_\_\_\_  
*Co-Client*

BY: William Richards Cluny  
ITS: President and CEO

Client's e-mail address: \_\_\_\_\_

*Sign both copies and return one to FFEF*