

FFEF ENGAGEMENT AGREEMENT FOR RESIDENTS OF RHODE ISLAND

Client Name:

Client Address:

Client Telephone 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, 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.
- 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.
- E. 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.
- F. Client also attests that he/she has personally destroyed the charge card(s) listed on the Creditor Summary.
- G. 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.
- H. 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 consultation and setting up an account. Client agrees to a monthly fee of _____, which is the lesser of \$10.00 times the number of creditors remaining on the DMP at the time the fee is assessed or \$50.00. 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.
- I. Client will be responsible for any charges that are incurred in connection with NSF checks or drafts, in an amount not to exceed \$20.00 per incident.
- J. Client will be responsible for any charges that are incurred and/or required by creditors for credit reports in an amount not to exceed \$10.00.
- K. 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. Client may also contact the Rhode Island Department of Business Regulation, Division of Banking at (401) 222-2405 or at its website, which is www.dbr.state.ri.us.
- L. 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.
- M. 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.
- N. This Agreement becomes a binding obligation of the parties hereto, only upon execution by all parties hereto.
- O. Client acknowledges that he/she has read, understands and agrees with the terms set forth in this Agreement.
- P. The Creditor Information Section of this Agreement discloses a schedule of payments that FFEF will make to each participating creditor from Client's payments, including the amount owed to each creditor, any concessions that FFEF believes each creditor will offer, the amount of each payment and the date on which each payment will be made.

- Q. The following are the creditors that FFEF believes will not participate in a DMP and to which FFEF will not direct payment:
- R. FFEF will provide an accounting to Client on a monthly basis and upon or before cancellation or termination of this Agreement, which will include:
- i. The amount of money received from Client since the last report;
 - ii. The amounts and dates of disbursement made on Client's behalf, or by the Client upon the direction of FFEF, since the last report to each creditor listed in the DMP;
 - iii. The amounts deducted from the amount received from Client;
 - iv. Any amounts held in reserve; and
 - v. The amount and terms of any settlement, the amount of the debt when Client assented to the DMP, the amount of the debt when the creditor agreed to a settlement and the calculation of the settlement fee.
- S. FFEF may terminate this Agreement for good cause, upon return of unexpended money of the Client.
- T. Client may terminate this Agreement at any time, without penalty or obligation, by giving FFEF written or electronic notice, in which event FFEF will refund all unexpended money that FFEF has received from or on behalf of Client for the reduction or satisfaction of Client's Debt and any power of attorney that is granted by Client to FFEF is revoked and ineffective.
- U. Client authorizes any bank in which FFEF has established a trust account to disclose to the Director of the Rhode Island Department of Business Regulation any financial records relating to the trust account.
- V. FFEF will notify Client within five (5) days after learning of a creditor's decision to reject or withdraw from a plan and the notice will include (A) the identity of the creditor; and (B) the right of Client to modify or terminate this Agreement

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 send one back to FFEF

NOTICE OF RIGHT TO CANCEL

You may cancel this agreement, without any penalty or obligation, at any time before midnight of the third business day that begins the day after you agree to it by electronic communication or by signing it.

To cancel this agreement during this period, send an e-mail to or mail or deliver a signed, dated copy of this notice, or any other written notice to:

Sheldon A Smith at: sheldons@ffef.org

Family Financial Education Foundation at: 724 Front Street, Suite 340, Evanston, Wyoming 82930.

Date:

If you cancel this agreement within the 3-day period, we will refund all money you already have paid us.

You also may terminate this agreement at any later time, but we are not required to refund fees you have paid us.

I cancel this agreement,

Print your name:

Signature:

Date: