



CLIENT INFORMATION				Circle One: Mr. Ms. Mrs.	Date:	
First Name		Middle	Last Name		Social Security Number	
Date of Birth		Current Mailing Address				
City	State	Zip	Mobile #		Home Phone #	
Work Phone #		Fax #		Client Email		
Credit Monitoring Service		User		Password		
Secret Question			Answer			
PAYMENT METHOD						
If Paying By Personal Check, You Must Include:				Comments:		
Make Check Payable To: FIVE STAR MANAGEMENT LLC.			Check #			
DL#			State			
If Paying By Direct Deposit:				Comments:		
FOR REP USE ONLY		FOR OFFICE USE ONLY				
Amount Due		Amount Received				
Total		Entered By				
<p>Billing and Payments</p> <p>“CLIENT” agrees to pay “AGENT” according to the terms & conditions agreed on this agreement “AGENT” shall send the client a monthly progress report, including an invoice listing the items removed or corrected in the prior month. Client agrees to pay “AGENT” the amount due within 5 business days from the invoice date. “CLIENT” understands that a late payment fee of 20% from the invoice total amount will be charged if the payment was made after 5 business days from the invoice date. Client agrees that failure to make payments on time will result in immediate release “AGENT” from any obligation and/or warranties incurred under this contract. “AGENT” shall have the right to place for collection any amount due under this contract and not paid within two months from the due date.</p>						
I hereby enroll as a “CLIENT” with “AGENT” I also agree to the Terms & Conditions set forth in the entire agreement			I hereby agree as an “AGENT” to assist my customer to immediately send out for their credit reports			
“CLIENT” Signature			Date		“AGENT” Signature	
					Date	

Limited Power of Attorney Credit Improvement Assistance

I, _____, (“CLIENT”) resident(s) of: _____

Designate **FIVE STAR MANAGEMENT LLC**, also known as “**F.S.M.**” (“AGENT”). its officers, employees and “AGENT”s, as My attorney-in-fact (referred to as “the “AGENT”) on the following terms and conditions only:

1. **Authority to Act.** I authorize the “AGENT” and its subsidiaries and sister companies, officers, employees, contractors, subcontractors, and affiliates obtain information from my creditors on my behalf. This authorization shall become effective immediately and shall continue in effect until revoked by providing written notice to the “AGENT”.
2. **Certification.** I certify under penalty of perjury, that the information given to the “AGENT” is true and correct to the best of my knowledge. Furthermore, I understand that by giving the “AGENT” authorization to obtain information and to negotiate on my behalf in no way guarantees that any item will be removed from my credit.
3. **Limited Powers of Agent.** The “AGENT” may act and exercise power, authority and control on my behalf, with regard to the assistance in disputing/challenging inaccurate, obsolete and unverifiable information on my credit bureau reports, limited to the following enumerated powers only:
 - **Signatory Rights.** Signing of correspondence addressed to the credit bureaus, signing of correspondence addressed to creditors, obtaining credit information over the telephone, fax, and internet, through written or online correspondence from credit bureaus, creditors or collection agencies.
 - **Authority to Request Information.** To requested information upon the presentation of this durable LPA for limited purposes, including but not limited to, the Custodian of records, Repository of the Court Records, Credit Bureau (Trans Union, Equifax, Experian), consumer reporting agencies, retail business establishments, lending institutions, student loan agencies (public and/or private), including whatever kind.
 - **Delegation of Authority.** If mediation of a debt is necessary, I give “AGENT”, the right to discuss information to help resolve a dispute.
 - **Mail Forwarding.** To change the mailing address for all three Credit Bureau (Trans Union, Equifax, Experian), and the creditors on our list for the consulting period. “CLIENT” will receive ALL mail communication sent from the Credit Bureau and creditors at the end of the consulting period.

Client _____

Date _____

- **Identity Theft.** I understand that the Agent provides assistance to individuals who are victims of identity theft and require assistance in the removal of erroneous harmful accounts and items reported on their credit report as a result of identity theft. I hereby authorize the “AGENT” to contact my creditors, credit reporting agencies, government agencies and law enforcement on my behalf for the sole purpose of disputing and blocking items reflected on my credit file which is incorrectly reported as a result of identity theft. I further authorize the “AGENT” to obtain and request, reports, affidavits, records, and police reports on my behalf to assist me in repairing my credit from the effects of identity theft.
4. **Reliance by Third Parties.** Third parties may rely upon the representations of the “AGENT” as to all matters regarding limited powers granted to “AGENT” herein. No person who acts in reliance on the representations of the or the authority granted under this Limited Power of Attorney shall incur any liability to me or to my heirs, family or associates, for permitting the “AGENT” to exercise any power prior to actual knowledge that the Limited Power of Attorney has been revoked or terminated by operation of law or otherwise.
 5. **Indemnification of Agent.** No “AGENT” named in this power shall incur any liability to me for acting under this limited power, except for such “AGENT”’s own misconduct or negligence. I agree to indemnify and hold harmless any “AGENT” named in this power for any court costs, civil judgments, or reasonable attorney fees that are incurred as a result of exercising the limited powers described herein.
 6. **Durability.** This Limited Power of Attorney shall expire twelve (12) months from the date of execution as set forth below.
 7. **Termination.** Irrespective of the stated term hereof, I may terminate this Agreement at any time without cause upon three (3) days’ written notice to the “AGENT”. In the event of termination, “AGENT” shall cease all activity immediately.
 8. **Binding Effect.** This Limited Power of Attorney shall be binding on and insure to the benefit of the parties to this power their heirs, personal representatives, successors and assigns except as otherwise provide in this Limited Power of Attorney.
 9. **Governing Law.** The validity, interpretation and performance of this Limited power of Attorney and any dispute connected herewith shall be governed by and construed in accordance with the laws of the State of New York.
 10. **Venue.** Any action, whether a suit at law or arbitration under the terms of this Agreement shall be brought in the Superior Court of Broward County in the State of New York. In addition, I understand that I could perform these actions on my own. However, I have elected to contract the services of the “AGENT”. It is understood that a copy of this form will also serve as authorization.

A copy, electronic, or FAX copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.

Client

Date

NOTICE OF CANCELLATION:

YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME BEFORE MIDNIGHT OF THE 3RD DAY WHICH BEGINS AFTER THE DATE THE CONTRACT IS SIGNED BY YOU. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Client Signature: _____ Date: _____

Printed Name: _____

***** No verbal communication will supersede this agreement and this agreement cannot be modified in any way. I have read and understand this document prior to signing. *****

Credit Improvement Consulting Agreement

“F.S.M.” is an entity that counsels, educates and works in conjunction with clients to assist in disputing/challenging inaccurate, obsolete and unverifiable information on their credit bureau reports, enters into agreement with “CLIENT” to offer said services. “CLIENT” agrees that “F.S.M.” Is not held liable nor can be held responsible for accurate information that is included in “CLIENT” credit report that is not removed. “CLIENT” agrees that no promises regarding actual results have been made, stated, written or implied. “I.B.M.” Will work with due diligence in representing the “CLIENT” to dispute/challenge, advise, educate and to ultimately help improve overall “CLIENT” credit worthiness. Both parties agree that effective and long term sustained credit worthiness, is based upon consistent payment of obligated loan arrangements, overall credit management, and an updated understanding of applicable laws and regulations. This Business Agreement shall be governed by the laws of the State of New York within Broward County. All parties agreed that Broward County, New York shall be the proper venue for any litigation.

1. “CLIENT” understands that any new negative information, incurred after our process begins, will negate any positive results attained by “F.S.M.” and will not be part of this contract.
2. “CLIENT” understands that if they cancel service after the “three day right of recession”, but before original reports are received, they will be subject to a \$1,500.00 fee, Per agreement, for all services rendered prior to cancellation. This includes, but is not limited to: Consultant time explaining our Services and Processes, Emailing or Faxing of information etc.
3. Any checks returned NSF (Bad Check) or for any other reason will nullify this Money Back Guarantee!

4. In the event of any dispute between the parties regarding a term or terms of the Agreement, the parties agree to use their best efforts in good faith to resolve the dispute between them. If necessary, but in the sole judgment of each party, the parties will consider using alternative dispute resolution, including mediation, before resorting to litigation. In such instance, a breach thereof shall be settled by arbitration within thirty (30) days after the arbitration is demanded by one of the parties. Any action arbitrated under the terms of this Agreement shall be brought in the State of New York within the County of Broward. A judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The prevailing party shall be entitled to all attorneys and court fees.

Small Claims Lawsuit

If we deem necessary, we may have an option for filing a small claims lawsuit against the credit bureaus and/or creditors. This option will be discussed with you and if we have grounds to do so, we will prepare the paperwork necessary. You will be responsible for the filing fees which you may get back if the credit bureau and/or creditor decides to settle.

New negative Items appear after contract

Provider does not cover any new items that may appear on your credit files after detailed sign contract. Provider will only cover negative and/or derogatory items on the original credit reports at the time we make the contract. If any new items show as derogatory on your credit report after initial startup there will be an additional fee for removal.

Pay After Deletion Program

1. This program is designed to challenge both the bureaus and creditors. "AGENT" Will consult and assist you in challenging any inaccurate, erroneous, unverifiable or outdated information contained in your credit reports, including but not limited to victims of identity theft cases. The total consulting fee will be prorated to the number of items, after the initial deposit, "CLIENT" shall make payments only after we have removed an item.
 - i) "AGENT" shall advise you about the best strategies to obtain new credit and improve your credit scores.
 - i) It is estimated that the consulting services will be provided over a period of approximately 360 days. This contract will be in effect for 12 (Twelve) months from the effective date above or until either one of the parties cancel it.

Billing and Payment

Pay after deletion program:

“CLIENT” hereby agrees to pay a consulting fee in the amount of \$ _____ with the following terms: \$ _____ down payment upon execution of this agreement, &

Pay per item, after deletion from credit bureaus. *Refer to exhibit “A” for more details.

After the initial deposit, “CLIENT” shall make payments only after we have removed an item. “AGENT” will hold the initial deposit and will credit the funds towards the deleted items at the end of the process.

****All payments shall be in the form of a cashier check payable to FIVE STAR MANAGEMENT LLC ****

***** In the event that an account is not successfully disputed, we will prorate the amount and refund client*****

Client agrees to: (please initial)

- 1) "CLIENT" agrees to initially provide "AGENT" with legible, current copies of all three credit bureau reports and the personal identification needed for our process. _____
- 2) "CLIENT" agrees to cooperate with "AGENT" in the review of your credit history and the identification of all inaccurate or questionable items on your credit reports. _____
- 3) "CLIENT" agrees to promptly notify "AGENT" of any change of your name, address and/or marital status. _____
- 4) "CLIENT" also agrees that if any new derogatory trade-lines appear (this includes new collections, new judgments and late payments) or any new credit lines and inquiries on their credit file while they are in the program that we have offered you upfront will become null and void. _____
- 5) "CLIENT" agrees NOT to communicate with the creditors without consulting with "AGENT" first. _____
- 6) "CLIENT" agrees that if they were referred to P.S.A by a mortgage company, auto dealer or any other entity that ran their credit within 12 months prior to client contacting us, that client gives us permission to send Client's referring entity updates on Client's account unless the client specifically says not to in writing. _____
- 7) "CLIENT" acknowledges and agrees that the referral to P.S.A by Client's referring entity shall not be construed as creating any duty on the part of referring entity or any other obligation charged upon such referring entity with respect to the services to be provided by us as contemplated within this agreement. Client hereby releases and holds harmless Client's referring entity against any and all claims it may have against them or it as a result of the referring entity's referral to P.S.A _____
- 8) If the "CLIENT" requires any additional services not originally discussed, those services will be contracted for separately from this agreement. _____
- 9) "CLIENT" agrees to file an application with a Commercial Mail Receiving Agency (CMRA) regarding the mail correspondence with the credit bureau and creditors. _____

Listed in the disputed items section in our system are items I wish "AGENT" To address: You have determined that all the negative items on your credit report(s) listed below are inaccurate and desire them to be set-up in the "AGENT" database using one or more of the reasons listed below to be used for disputing or telephone negotiation on your behalf by "AGENT"

Please see attached exhibit "A"

I testify that all negative items on my credit report that I wish "AGENT" to address are the results of one or more of the following reasons that pertain to the verifiability and/or lack of accuracy of those accounts: "CLIENT" Initial: _____

- I do not recall the listings as they are being reported
- I think that I may be a victim of Identity Theft
- These accounts do not belong to me
- The status of the listings are not accurate
- I do not believe these listings are verifiable
- I was never late on the dates listed on this account(s)
- The items are incomplete

You most provide the Following Forms of Identification before we can start the file:

- i. Copy of your Driver’s License or any other official picture ID.**
- ii. Copy of your social security card.**
- iii. A copy of any two bills showing your name and current address.**

I acknowledge that “AGENT” will NOT start my file without the required documents

CREDIT REPAIR ORGANIZATIONS ACT

SEC. 405. DISCLOSURES.

(a) Disclosure Required. --Any credit repair organization shall provide any consumer with the following written statement before any contract or agreement between the consumer and the credit repair organization is executed:

Consumer Credit File Rights under State and Federal Law

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years. You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations. You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur. You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau. If the credit bureau's investigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you. The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information, contact: The Public Reference Branch, Federal Trade Commission, Washington, D.C. 20580'.

I acknowledge that, **FIVE STAR MANAGEMENT LLC** “AGENT” has provided me with this statement before any contract or agreement between **FIVE STAR MANAGEMENT LLC** and me is executed, and that I have received this statement in compliance with the law.

”CLIENT” Signature: _____ Date: _____

Print Name: _____

“AGENT” Signature: _____ Date: _____

Print Name: _____