

Figeroux & Associates

CREDIT REPAIR RETAINER AGREEMENT

This AGREEMENT is made effective on _____, 2010

between _____ (Client or Husband and Wife), residing at

_____, _____, _____, and Figeroux & Associates, with offices at 26

Court Street, Suite 701, Brooklyn, New York 1242.

1. RETAINER. Client retains attorney to represent, and act on his/her behalf in the area of credit repair.

2. Nature of Services: This service to be rendered by Attorney under this Agreement include:

General Terms and Conditions:

1. This Credit Repair Service Contract between Figeroux & Associates and the undersigned "Client" (refers to both in case of a couple) is for the purpose of purchasing credit report repair and improvement services (the "Services"). The Services will include preparation of correspondence to credit bureaus to request removal of errors, misrepresentations, or unverifiable information, which the Client states appears on the credit reports which the Client has furnished Figeroux & Associates. This is not a debt consolidation or bill payment program. Federal law requires that any unverifiable, outdated or erroneous information must be removed from consumer credit reports by reporting agencies. Figeroux & Associates agrees to use its best efforts to provide the Services, and will perform them in accordance with federal and state laws.

2. The Client understands that there will be an initial Credit Report Analysis/ Audit Fee of \$70.00 for an individual or \$170.00 for a couple, billed at the time this Contract is signed and that Figeroux & Associates will analyze/audit the Client's credit reports and develop a plan to delete, correct or change those negative items which can be deleted, corrected or changed under current federal and state law during this contract. Except for the Credit Report Analysis/ Audit Fee, there will not be any fees or any other charges associated with the Services until after the completion of the first month of Services. The Client understands and agrees that after the first month of Services, a fee of \$39.00 for an individual or \$80.00 for a couple will be due, and that this fee will be charged for a total of twelve months. The monthly fee is for all costs and fees associated with the previous month's Services. There will only be twelve monthly fees associated with this Contract, but some responses to correspondence may be received after the Contract expires or is canceled. The Client understands that the monthly fee includes the continuing analysis/audit of up to three credit bureau reports (per client, up to six for couples), all correspondence associated with the credit restoration process, the review for changes requested by the Client to the Client's credit reports as a result of contacts made on the Client's behalf with each applicable credit bureau, creditor or public record holder, and the continuing planning and creation of documents for the purpose of credit report repair and improvement.

3. The Client agrees to send, via mail, all credit reports and/or correspondence received from credit

bureaus and/or creditors to Figeroux & Associates within five (5) days after the date received. If the Client has not received any credit reports or correspondence from the credit bureaus within 60 days after the date of the initial Credit Report Analysis/Audit, the Client must notify Figeroux & Associates.

4. The term of this Contract shall be one year. If the Client decides to cancel the Services and terminate this Contract at any time during the term of this Contract, Client shall give 15 days prior written notice requesting such termination to Figeroux & Associates. The Client is responsible for payment of any Services performed by Figeroux & Associates up to the date of receipt of the notice to cancel such Services.

5. By executing this Contract to obtain Figeroux & Associate Services, Client grants Figeroux & Associates during the term of this Contract, the following powers to:

a) use the Client Information that the Client provides in order to obtain from credit bureaus, creditors, collection agencies and other holders of records of Client's credit reports, Client's credit history or other creditor information for the Services;

b) sign correspondence to the record holders;

c) use Client's authority to sign correspondence addressed to creditors;

d) obtain credit information over the telephone, fax, and or through the internet from record holders;

e) to discuss information with any record holders to help resolve a debt if mediation of a debt is necessary. Figeroux & Associates acknowledges that its Authorized Representatives have been alerted to the sensitivity of the Client Information. As such, Figeroux & Associates will use its best efforts to ensure that Client Information will be handled in a responsible and professional manner. The Client shall have the right to revoke the relationship with Figeroux & Associates under this Contract at any time upon written notice to Figeroux & Associates. Otherwise, the client and attorney relationship shall terminate upon termination of this Contract. All questions pertaining to validity, interpretation and administration of this Contract shall be determined in accordance with the laws of New York. Client agrees that the client/attorney relationship is valid throughout the United States for all Client Information to be obtained by Figeroux & Associates pursuant to this Contract by the binding and enforceable signatures set forth below.

Consumer Credit File Rights Under Federal and State Law:

1. You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor a "credit repair" company or credit repair organization has the right to have accurate, current and verifiable information removed from you 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 to 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 violated 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 that 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 reinvestigation 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

Dated:

By _____
Figeroux & Associates

By _____
Client:
SS#

By _____
Client:
SS#