



# Your Collection Solution

## INDEPENDENT REFERRAL CONTRACTOR AGREEMENT

THIS AGREEMENT IS MADE THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 201\_\_

**BETWEEN:**

**YOUR COLLECTION SOLUTION, Inc.**

**(Florida Corporation)**

**Hereinafter referred to as “Collections”**

**and**

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**Hereinafter referred to as the “Independent Referral  
Contractor (IRC)”**

Your Collection Solution, Inc, a Florida Corporation doing business in Plantation, Florida hereinafter referred to as (Collections) requires the services of an Independent Referral Contractor to recommend business for (Collections) of account receivables from active corporations and entities of all types. This recommendation shall be communicated online, and should include referencing (Collections) website: [www.ycscollects.com](http://www.ycscollects.com) for collections, asset investigations or lawsuits, and / or the website: [www.yjscollects.com](http://www.yjscollects.com) for judgment collections or asset investigations.

WHEREAS, \_\_\_\_\_ hereinafter referred to, as “IRC” is an Independent Referral Contractor residing in the United States has represented that “IRC” has the ability to recommend business accounts for (Collections).

It is mutually understood and agreed between parties as follows:

## **STATUS AND LOCATION OF COLLECTIONS**

(Collections) is a corporation carrying on business at  
1776 North Pine Island Road, Suite 208  
Plantation, Florida 33322

## **STATUS AND LOCATION OF INDEPENDENT REFERRAL CONTRACTOR**

**The “IRC (Independent Referral Contractor)” is an individual, which resides in the United States**

(Collections) primary service is the collection of business accounts receivables.

The “IRC” carries on business, as the referrer of commercial business accounts, for (Collections), inclusive of Lawsuits, Judgments & Asset Investigations. Referrals should be directed to either [www.ycscollects.com](http://www.ycscollects.com) or [www.yjscollects.com](http://www.yjscollects.com), depending on whether or not a judgment will be involved.

**The Independent Referral Contractor expressly warrants and represents that:**

“IRC” has the knowledge and ability to recommend client prospects online. These recommendations will fully and completely enable “IRC” to provide referral services to (Collections).

“IRC” is solely responsible for any and all tangible or intangible costs, charges or expenses incurred by “IRC” in the performance of client referral services hereunder, unless so authorized in writing by (Collections).

All services hereunder will be performed at the “IRC” residence or place of business. “IRC” will promptly forward to (Collections), in e-mail or writing, all inquires, communications or offers to contract for (Collections) services.

## **("IRC" Agreement Continued)**

All agreements for servicing of business account receivables shall be subject to the final approval of (Collections). All files submitted to (Collections) must be in excess of \$2,500.00.

"IRC" shall solely be responsible for reporting of all commissions earned from (Collections) to any and all State or Federal Government agencies.

"IRC" shall immediately notify (Collections) of all inquiries and or complaints from the client in regards to (Collections) services.

"IRC" shall supply (Collections) with "IRC" social security number or Federal Tax ID number.

## **WARRANTIES AND REPRESENTATIONS OF COLLECTIONS**

(Collections) warrants and represents that the aforementioned collection business activities are duly licensed with appropriate Local, County, Municipal, State or Federal Governmental agencies.

## **RETENTION OF THE SERVICES OF THE INDEPENDENT REFERRAL CONTRACTOR**

In accordance with the terms of this agreement, (Collections) hereby retains the "IRC" for the following services:

The marketing and promotion of (Collections) business services.

Marketing and promoting online traffic to either [www.ycscollects.com](http://www.ycscollects.com), [www.yjscollects.com](http://www.yjscollects.com), or both.

The recommendation of businesses and entities of all kinds that are desirous of utilizing (Collections) business services subject to (Collections) approval.

## **DUTIES OF THE INDEPENDENT REFERRAL CONTRACTOR**

In accordance with the terms of this agreement, the independent referral contractor covenants and agrees that "IRC" will, to the best of his/her skills and abilities; provide the following services to (Collections):

The marketing and promotion of (Collections) business services.

The recommendation of businesses and entities of all kinds that are desirous of utilizing (Collections) business services subject to (Collections) approval.

## **COMPENSATIONS PAYABLE TO THE INDEPENDENT REFERRAL CONTRACTOR**

### **(NEW CLIENT BONUS)**

For and in respect of services performed in accordance with the terms of this agreement, Your Collection Solution, Inc. covenants and agrees to remit to "IRC" Fifty Dollars \$50.00 for each new business Client that (Collections) approves as a client. The client must submit a business to business matter where the debtor is an active corporation. The debt that is submitted must be in excess of \$2,500.00.

In the event that the client's initial case that is submitted is a lawsuit, (Collections) agrees to remit \$100.00; for Judgments \$75.00 and for Asset Investigations \$75.00. All lawsuits, Asset Investigations and Judgments require an upfront fee paid by the (Client).

In the event that "IRC" and (Collections) terminate their business relationship, all written service retention agreements between (Collections) and the third party are the property of (Collections) and the accounts are owned by (Collections).

### (MONTHLY BONUS)

(Collections) agrees to remit a monthly bonus to "IRC" of \$250.00  
When "IRC" submits in excess of (20) Twenty new approved clients  
to (Collections) during a calendar month.

(Collections) agrees to remit a monthly bonus to "IRC" of \$600.00  
When "IRC" submits in excess of (30) Thirty Five new approved  
clients to (Collections) during a calendar month.

(Collections) agrees to remit a monthly bonus to "IRC" of \$1,300.00  
when "IRC" submits in excess of (50) Fifty new approved clients to  
(Collections) during a calendar month.

One weekly bonus based on the monthly aggregate of all new clients  
that are submitted and approved during a calendar month will apply.

### (RESIDUAL BONUS)

(Collections) agrees to remit to "IRC" a residual bonus to "IRC" of  
\$50.00 for each approved Lawsuit; \$50.00 for each approved  
investigation; \$50.00 for each approved investigation for a judgment.  
All lawsuits, Asset Investigations and Judgments require an upfront  
fee paid by the (Client).

Commissions will be paid weekly once said funds have cleared  
(Collections) trust account. Commissions will be paid to the 'IRC'  
Indefinitely as long as "IRC" is employed as an independent referral  
contractor for (Collections), is acting in good faith and abides by the  
terms and conditions set forth in this agreement.

In no event shall any commissions be payable to the 'IRC' without an  
executed retention agreement between (Collections) and the third  
party, signed and approved by (Collections) pursuant to the terms  
herein.

## **TERRITORY**

The “IRC” shall only perform the recommendation of commercial accounts on behalf of and for the benefit of (Collections) in the United States.

## **TERMINATION DETAILS**

In the event that ‘IRC’ and (Collections) terminate their business relationship, the following statement will apply. All written service retention agreements between (Collections) and the third party are the property of (Collections) and the accounts are owned by (Collections).

## **ANTI-SPAM POLICY**

The use of unsolicited commercial email (UCE) or SPAM campaigns are expressly forbidden by (Collections), and any use of such techniques will immediately render this agreement between (Collections) and “IRC” null and void. (Collections) reserves the right to terminate any “IRC” agreement in violation of this policy without notice or compensation.

Any “IRC” found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages to recipients that do not want the information or any other abusive action contravening SPAM/UCE legislation will be met with immediate termination as a result. Legal action may also be pursued if any punitive damages, either monetary or otherwise, are incurred as a direct or indirect result of violating Anti-SPAM Policy.

## **NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS**

The "IRC" will not, at any time, in any fashion form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information of any kind, nature or description, the name of any of the customer, the prices it obtains or has obtained, its manner of operation, its plans, processes or other data of any kind, nature or description without regard to whether any or all the foregoing matters would be deemed confidential, material or important.

The parties hereto stipulate that, as between them, the foregoing matters are important, material and confidential and gravely affect the effective and successful conduct of the business of (Collections) and its goodwill and that any breach of the terms of this section is a material breach of this agreement.

## **NON COMPETE SOLICITATION**

"IRC" agrees that for a period of two (2) years after the termination of this agreement "IRC" will not contact any of (Collections) clients, investigators and attorneys. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from "IRC" breach of this provision. Accordingly, for each breach of this agreement "IRC" shall pay \$2,500.00 to (Collections) as liquidated damages.

## **TRADEMARKS AND COPYRIGHTS**

All content on (Collections) websites [www.ycscollects.com](http://www.ycscollects.com) and [www.yjscollects.com](http://www.yjscollects.com), including but not limited to, images, phrases, forms and documents, are the express property of (Collections) and will not be copied, modified or utilized out of context of the Referral Agreement. The “IRC” will only use such items in the form, size, content and appearance as provided on (Collections) websites, and only for the express purposes of Marketing and Promotion as outlined in this agreement.

Use or copy of any materials or content on either [www.ycscollects.com](http://www.ycscollects.com) and / or [www.yjscollects.com](http://www.yjscollects.com) in any way that is damaging, defamatory, disparaging, derogatory, negative, or in any other way that is out of context and abusive to this agreement is strictly prohibited. Violation of this provision will result in immediate termination as well as possible legal action.

## **INDEMNIFICATION**

The “IRC” hereby agrees to indemnify, defend and hold harmless (Collections) it’s officers, directors and agents against any and all claims, demands, liabilities of damages, of whatever source or nature, including, without limitations, attorneys fees, which are suffered or incurred by or which are asserted against (Collections), as the result of any negligence or willful act of “IRC”.

## **NOTICES**

Any and all notices or other communication required by this contract or by law to be given or served on either party shall be in writing; mailed certified return receipt requested and shall be deemed duly served when personally delivered to a party or to an officer of such party.

**YOUR COLLECTION SOLUTION, Inc. (Jeffrey S. Rosner),  
President  
1776 North Pine Island Road, Suite 208  
Plantation, Florida 33322**

### **INDEPENDENT REFERRAL CONTRACTOR:**

Either party may change their address for service as hereinbefore set forth by notice to the other party.

### **RELATIONSHIP OF THE PARTIES**

It is the intention of the parties hereto that the "IRC", while performing services hereunder, shall act as an independent contractor and "IRC" shall have absolute control over her work and the manner in which it is to be performed.

The parties mutually acknowledge and agree that the relationship between (Collections) and "IRC" is not as an employer/employee, a partnership or a joint venture. This agreement specifically does not appoint the "IRC" as the agent or the legal representative of (Collections) for any purpose whatsoever. "IRC" is not granted any rights or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of (Collections) or to bind it in any manner whatsoever.

## **ARBITRATION**

Each party to this agreement agrees and acknowledges that the laws of Florida shall govern the validity, construction, interpretation and effect of this agreement. Venue shall be proper in Broward County, Florida. In the event that it is necessary to remedy any breach of this agreement, each party will select an arbitrator and be responsible for the costs associated with their arbitrator. In the event that the two arbitrators are unable to resolve the matter, the arbitrators will mutually select an umpire. Each party will be responsible to share in the cost associated with the umpire.

## **ACKNOWLEDGMENT**

The "IRC" further acknowledges that "IRC" services, as performed hereunder, are not subject to the direction and control of (Collections). It is mutually understood and agreed that the Florida labor code, or the labor code of any State where "IRC" services will be performed and any rules, orders or regulations promulgated there under or any United States Government labor code or the fair labor standards act will be performed.

The relationship between the parties being that of a principal and an independent contractor, "IRC" is excluded from the operation of the Florida labor code, any Florida wage orders, any State labor laws or the Federal fair labor standards act. "IRC" is not entitled to either minimum wages, overtime, vacation days, personal days, federal holidays, medical, health or life insurance benefits. Furthermore, no withholding taxes, deductions or payments shall be made by (Collections) for or in respect of any income tax, unemployment insurance or social security withholding or any other applicable Federal or State tax.

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**YOUR COLLECTION SOLUTION, Inc,**  
**Jeffrey S. Rosner, President**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**IRC Signature**

\_\_\_\_\_  
**DATE**

**SOCIAL SECURITY #** \_\_\_\_\_

**FEDERAL TAX #** \_\_\_\_\_