AGREEMENT FOR COLLECTION

Keynote Consulting Inc. hereinafter called “KCI”, and Pacific Media Workers Guild hereinafter called “The Client”, hereby agree:

1. KCI will provide and undertake collection efforts on certain of The Client’s accounts receivable.

2. KCI will be entitled to a fee of (25%) Twenty five percent of all money collected, including payments made directly to The Client, on first placement accounts assigned to KCI. The contingency fee will be (35%) Thirty five percent for accounts that KCI has received authorization for legal suit. **Client will advance the necessary court costs**, and will be reimbursed for the advanced court costs from the first monies collected on said account.

3. KCI will not refer an account to an attorney without written authorization from The Client. Such authorization, when granted, applies only to the specific account mentioned in the authorization.

4. KCI will account and report to The Client monthly on all payments received from The Client’s accounts. This accounting will include a complete alpha listing by account of all payments. Any settlement check accompanying the accounting statement will be the net after KCI’s collection fee.

5. The Client agrees to report to KCI all payments received directly by The Client on accounts assigned to KCI in a timely manner and agrees to KCI’s collection fee for said payments.


7. The Client warrants that each account assigned to KCI shall be due and owing by the debtor or debtors specified, and for the amount assigned.

8. KCI will maintain an Errors and Omissions insurance policy. KCI agrees to **indemnify and hold harmless The Client** from and against any and all claims, actions, losses, or expenses, including reasonable attorney’s fees suffered by The Client as a result of KCI’s actions or inactions with respect to any account including any violation of federal, state, or local law, or any negligent or unauthorized act or omission by KCI or its officers and/or its employees.

9. The Client agrees to indemnify and hold harmless KCI from and against any and all claims, actions, losses, or expenses, including reasonable attorney’s fees
suffered by KCI as a result of The Client’s actions or inactions with respect to any account including any violation of federal, state, or local law, or any negligent or unauthorized act by The Client or its officers and/or its employees except for claims, actions, losses or expenses that result from KCI's misconduct or negligent acts or omissions.

10. This agreement may be terminated by either party with or without cause upon (60) sixty days of written notice to the other party. Concurrent with the date such termination becomes effective, all accounts are to be returned to The Client and no additional claim may be made by KCI on these returned accounts. The agreement may be terminated by either party for cause (defined as violation of the terms of the agreement not cured within five (5) days written notice to the violating party) upon (5) days of written notice to the other party.

11. KCI has The Client’s authorization to settle accounts 70% (or greater) of an account’s placement balance.