

# AGREEMENT

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This agreement is in response to the undersigned's (hereby referred to as "Client") desire to hire **Blue Water Credit, LLC** (also referred to as **BWC**). By signing this agreement, the Client agrees that they have read and fully agree with all terms contained in this contract. This agreement covers all representations made by **Blue Water Credit, LLC** and the Client and can only be modified in writing by both parties. If the Client has any addendums or changes, Client must contact BWC with modifications before signing this contract. **Blue Water Credit LLC** designated agent for services of process: Jeff Sipes, 300 Harding Blvd., Suite 206 Roseville, CA 95678.

This contractual agreement is by and between the Client and **Blue Water Credit, LLC 300 Harding Blvd. Suite 206 Roseville, CA 95678 (916) 315-9190**

By signing this agreement, Client acknowledges that Client has read and fully agrees with all items of this contract.

*Client understands and agrees as follows:*

- Client has read and understands SEC 405 of the Credit Repair Organizations Act, attached to this package.
- Client agrees to specify which credit report items BWC should challenge with Bureaus, as applicable, and the basis for such actions.
- Client agrees that all of the information is true to the best of your knowledge.
- Client understands that the credit agencies will require proof of mailing address and identity. Client must provide BWC legible copies of:
  - ❖ Proof of address: (Provide 2 forms) current driver's license, current utility bill showing Client's name and mailing address (water, gas or electric) or a current bank statement.
  - ❖ Proof of Social Security number (Provide 1 form): Copy of a social security card, W-2 or 1040 tax return
  - ❖ Proof of date of birth (Provide 1 form): Driver's license, passport or birth certificate.
- Client agrees to immediately notify BWC of any change in address or other client contact information.
- Client understands that debt negotiation and debt settlement are not a part of the program and are considered separate services.
- Client agrees that if they were referred to us by a mortgage company, auto dealer or any other entity that ran their credit within six months prior to Client contracting us, that Client gives us permission to send Client's referring entity updates on Client's account unless client specifically says not to in writing. Client acknowledges and agrees that the referral to us by the 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. The Client hereby releases and holds harmless the Client's referring entity against any and all claims Client may have against them or it as a result of the referring entity's referral to us.
- Client agrees to fax or mail legible copies of all credit reports and/or correspondence received from Equifax, TransUnion, Experian and any creditors listed on Client's credit report to BWC within 3-5 days of receipt. 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, Client must notify BWC. It is our recommendation that the Client agrees to communicate with the credit reporting agencies and creditors only through BWC written correspondence during the time that this agreement is active and in place.
- Client authorizes BWC to discuss your case with your spouse, if you have a spouse.
- BWC's prepared letters may include your account number and/or Social Security number as required by creditors and credit bureaus in order to reference your account.
- To assist BWC in obtaining your credit report(s) from an online provider. This may include BWC creating an account on your behalf with an online provider. Your assistance may be necessary in answering certain security questions regarding your identity and credit history if BWC is unable to obtain your report(s).
- Client agrees and acknowledges that BWC may communicate private and confidential information with you via unencrypted email at the address you provide and Client will update BWC if email address changes.

The agreement is deemed to have been executed and performed exclusively in the State of California. California law governs the application and enforcement of the Agreement.



## DESCRIPTION OF SERVICES

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This Consulting Agreement between Blue Water Credit and the undersigned Client is for the purpose of purchasing credit report audit/analysis, investigation and improvement services (the "Services"). The Services will include preparation of correspondence to credit bureaus and or creditors to request removal of erroneous, incomplete, outdated, misrepresented, or unverifiable information, which the Client states appears on the credit reports which the Client has furnished Blue Water Credit. Because these letters contain personal information such as, but not limited to, social security number, date of birth, home address and creditor account information, it is not recommended they ever be transmitted via email. These letters BWC created for Client will be available monthly for Client to view or download from a secure site BWC provides to client. Throughout the program BWC will be contacting the Client by phone and email monthly to review actions items BWC suggests for Client to take to improve credit rating, updating Client on results of the program as well as credit education.

This is not a debt consolidation or bill payment program. Federal law requires that any unverifiable, outdated, incomplete or erroneous information must be removed from consumer credit reports by the credit reporting agencies. Blue Water Credit agrees to use its best efforts to provide the Services, and will perform them in accordance with federal and state laws.

When BWC receives legible copies of credit reports from you, it will draft, sign and send letters to the three major credit bureaus on your behalf and in your name. If BWC does not receive any results from you in 45 days, BWC will presume nothing has been updated and send out letters again to all three credit bureaus. This retainer agreement does not include litigation services. BWC cannot guarantee a specific outcome or accurately predict how long the process will take.

BWC's services are billed on a month-to-month basis. You are only charged for services previously rendered. You understand and agree that you are billed by BWC for services rendered on your behalf, **not for a specific case outcome.**

### BWC Programs:

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#### **A.) LIMITED**

This program is for a Client with less than four accounts needing repair services for a single and eight for a couple. The Client understands that there will be a Credit Report Analysis/Audit Fee of ~~\$249.00~~ for an individual and ~~\$399.00~~ for a couple. This fee will be billed after these services are performed: a consultation, which includes but is not limited to, education on the FICO scoring model, analyze/audit the Client's credit reports and develop a plan to investigate, validate, and delete, correct or change those negative items which can be deleted, corrected or changed under current federal and state law during this contract. We will give you a detailed outline of our process to the Client's and educate the Client's on understanding the credit scoring model (Debt Ratio, Payment History, Length of Credit History, Types of Credit, and Credit Inquires). The client is given a login and password to access the status of their account. Excluding this Credit Report Analysis/Audit Fee, there will be no 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 ~~\$159.00~~ for an individual, and ~~\$259.00~~ for a couple will be due, and that this fee will be charged on a month to month basis. The monthly fee is for all costs and fees associated with the previous month's Services. The Client understands that the monthly fee includes the continuing analysis/audit and investigation/dispute of up to three credit bureaus, all correspondence associated with the credit report audit, investigation, and improvement 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 improvement. This program does not include advanced credit repair tactics such as, but not limited to: sending certified requests to creditors, good will request, and debt validation. There is an additional fee for us to negotiate debt.

**You will be charged a fee of \$20.00 for either of the following: (i) if your payment for BWC is not honored upon first presentment by BWC to your Credit Card Company or bank and (ii) if you change your billing date.**

**B.) STANDARD** This program is for Client with four to nineteen accounts needing repair services for a single and eight to thirty-nine accounts for a couple. The Client understands that there will be a Credit Report Analysis/Audit Fee of ~~\$249.00~~ for an individual and ~~\$399.00~~ for a couple. This fee will be billed after these services are performed: a consultation, which includes but is not limited to, education on the FICO scoring model, analyze/audit the Client's credit reports and develop a plan to investigate, validate, and delete, correct or change those negative items which can be deleted, corrected or changed under current federal and state law during this contract. BWC will give the Client a detailed outline of BWC's process and educate the Client on understanding the credit scoring model (Debt Ratio, Payment History, Length of Credit History, Types of Credit, and Credit Inquires). The Client is given a secure login and password to access the status of their account. Excluding



this Credit Report Analysis/Audit Fee, there will be no 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 \$199.00 for an individual, and \$299.00 for a couple will be due, and that this fee will be charged on a month to month basis. The monthly fee is for all costs and fees associated with the previous month's Services. The Client understands that the monthly fee includes the continuing analysis/audit and investigation/dispute of up to three credit bureaus, all correspondence associated with the credit report audit, investigation, and improvement 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 improvement. There is an additional fee for us to negotiate debt.

The Client will be charged a fee of \$20.00 for either of the following: (i) if the Client's payment to BWC is not honored upon first presentment by BWC to the Client's Credit Card Company or bank and or (ii) if the Client changes the billing date.

**C.) DEBT NEGOTIATION** Blue Water Credit can also be retained to negotiate and settle a legitimate collection or debt between Client and any entity which remains on Client credit report. The Client will be billed \$85 per hour for accounts negotiated less than \$15,000 and a flat fee of \$600 for those accounts negotiated greater than \$15,000. These services will include but not limited to: telephone calls, email communications, office visits, locating the debt, drafting and reviewing offers and or correspondences as well as time on the phone with creditors. Time will be calculated to the nearest one-tenth (1/10) hour. Payment for any additional services such as debt negotiation shall be deducted after the service has been completed or provided to the client. If the Client chooses not to pay the negotiated amount, the fees for this service will still be due after the work has been performed. Payment for these services will be due within 10 business days of the date invoiced or considered late. A late fee of \$20 may be applied to past due invoices.

**D.)** By executing this contract to obtain Blue Water Credit Services, the Client grants Blue Water Credit during the term of this contract, a limited power of attorney, by and through its authorized representatives, to: 1) use the Customer Information that the Client provided in order to obtain from credit bureaus, creditors, collection agencies and other holders of records of Client credit reports, Client's credit history or other creditor information for the Services; 2) use Client's name to sign correspondence addressed to creditors, record holders and credit bureaus; 3) obtain credit information over the telephone, fax, and or through the internet from record holders; 4) to discuss information with any record holders to help resolve a debt if mediation of a debt is necessary. Blue Water Credit acknowledges that its Authorized Representatives have been alerted to the sensitivity of the Customer Information. As such, Blue Water Credit will use its best efforts to ensure that Customer Information will be handled in a responsible and professional manner. The Client shall have the right to revoke or terminate the limited power of attorney provided under this contract at any time upon written notice to Blue Water Credit. Otherwise, the limited power of attorney 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 California. Client agrees that the Client's limited power of attorney is valid throughout the United States for all Customer Information to be obtained by Blue Water Credit pursuant to this contract by the binding and enforceable signatures set forth below. This contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**E.)** The contract is on a month to month basis lasting up to six months with payments automatically made as described above. Blue Water Credit will attempt to remove all inaccurate, obsolete, unverifiable, misleading, and erroneous information from the Client's credit reports. In order to comply with the Credit Repair Organizations Act (CROA), BWC may only charge for services rendered. Therefore, BWC shall not require or collect first payment prior to a consultation, which includes but is not limited to, education on the FICO scoring model, analyze/audit the Client's credit reports and develop a plan to investigate, validate, and delete, correct or change those negative items which can be deleted. When the "Client" finds it necessary to cancel the Services and terminate this contract, the Client shall give 30 days prior written notice requesting such termination to Blue Water Credit LLC. The Client is responsible for payment of any Services performed by Blue Water Credit LLC up to the date of receipt of the notice to cancel such Services.

## WARRANTIES

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For items we are retained to set up, **Blue Water Credit LLC** agrees to refund all fees for Services performed **excluding** Credit Report Analysis/Audit Fee (Set up) to the Client if we do not improve the Client's credit. "Improve" shall be defined as removing at least 25% of negative items we are hired to remove from the three major credit bureaus: Trans Union, Equifax, and Experian, within six months from the date of contract when client hires us for full credit restoration services. The Client must have contracted us to have four or more negative items removed in order to qualify for this Warranty. The Client must have not used a "Credit Repair Company" in the past two years for the



warranty to be in effect and the Client may not have attempted to repair his/her credit on his/her own in the past two years. The Client also agrees that collections and charge-off accounts with balances are not included in the warranty. The Client must mail an updated credit report from each of the three major credit bureaus: Trans Union, Equifax, and Experian, every 45 days for the warranty to apply. The warranty only applies to items we are contracted to remove by the Client. Any negative items on the credit report added after we are retained are not included in the warranty and will require an additional fee for us to attempt to remove.

**Challenging** - BWC challenges the items that you identify as being inaccurate, technically accurate but misleading, incomplete, outdated or unverifiable. To do this, it drafts letters on your behalf and in your name that are then mailed to the credit bureaus. The credit bureaus are required by law to delete or correct listings that are found to be inaccurate, misleading or unverifiable. This may or may not cause a “dispute” to be placed on your credit report for that trade line. This “dispute” verbiage may need to be removed to be eligible for a loan. We can assist you in removing the “dispute” verbiage from your credit report or you can contact the creditor directly to request this. You help advance your case by sending BWC new legible copies of your credit reports at least every 45 days whether or not the bureaus have sent have updated copies, and by prompting forwarding copies of all correspondence from the bureaus and others.

**Dispute Letters** – When creating dispute letters for the credit bureaus or your creditors (credit agencies), BWC will draft letters on your behalf and in your name that will then be mailed to them. Your relationship with BWC will often not be disclosed to the credit agencies during normal dispute activities. This is because challenges sent on our letterhead are often disregarded by the credit agencies. Therefore, the most common and effective method of contacting the credit agencies will be to draft a letter (based on your directions) in your name, on your behalf and signed on your behalf by BWC.

**Cannot Guarantee – By Law:** BWC cannot guarantee any specific outcome for using its services. Because each case has so many factors, making such a guarantee would be improper and misleading. Nobody can honestly guarantee or control what the credit bureaus or other furnishes response will be to a letter.

**Predict, More or Less** – You are retaining BWC to perform services on your behalf. You are not purchasing a specific result. These services begin the moment you complete application process. Some clients are satisfied with the results of these services after six months, and some clients are satisfied with the results after 12 or more months. You may cancel the Agreement at any time.

**Pay BWC** – In compliance with Federal and California law, BWC charges for services that have already been performed. Within the first One to 15 days after you provide your signature to the Agreement, BWC will perform your initial case setup. Your first payment covers the work performed in that initial period. Thereafter, you will make regular monthly payments to pay for services performed the previous month. You will not be charged until after the monthly work has been performed.

**Amount of Work Required for Your Case Will Vary Over Time.** We often perform more work than the fee covers. However, you will not be charged for the additional work. Your monthly retainer fee is fixed. Here for illustrative purposes only, is a description of the typical minimum work performed in the first two weeks and the typical minimum work performed in a month. Before your first payment, BWC will perform the consultation/education on the FICO scoring model, all intake work, including but not limited to welcome/orientation communication via email and telephone, client data input and verification, payment arrangement set up and case assignment. While the sum of these activities may exceed \$199.00 worth of work (if billed by the hour), BWC does not charge the higher amount. Each month thereafter that your case remains open, BWC will continue to work on your case. If you are faithful about sending in legible copies of your credit reports and correspondence, we will be creating and mailing letters on your behalf. In other months while we are waiting for a response from the bureaus or furnishers, at a minimum, we will maintain and review your case. To minimize accounting and collection costs, all payments must be made via a direct bank draft or credit card draft. If a payment is dishonored by your bank or credit card Company, BWC will redraft the payment automatically about 48 hours after the first draft. If that payment does not clear, BWC will contact you to make arrangements for payment. Each dishonored payment will result in a \$20.00 fee.



**Mail** – Occasionally, the credit bureaus may fail to conduct an investigation or may fail to send a credit report at the completion of an investigation. More often, the client may put the credit report away and forget to forward legible copies of the report to BWC. In these cases, the work on your case will slow down. To prevent this slow down, you must make sure that a credit report from each one of the credit bureaus arrives at your home address at least every 45 days. If it has been longer than 60 days since your last credit report, please call our office for assistance.

ACKNOWLEDGMENT OF PROGRAM GUIDELINES

- A. You understand that throughout the program you will from time to time receive standard form letters from the three major credit bureaus that include, but are not limited to: Letters telling you that you do not have to use a credit repair company, letters telling you that you have to send proof of identification if the credit bureaus feel you cannot be identified with the documents submitted, etc. These are standard letters and you should not be alarmed. Simply mail these letters to us along with any updated credit reports you receive from each of the three credit bureaus
- B. You understand that you must fax or mail any paperwork you receive from the three credit bureaus (TransUnion, Experian and Equifax) or creditors listed on your credit report to Blue Water Credit as soon as you receive it. Do not hold paperwork. As soon as you receive it, either fax or mail a copy to us. Do not send us your only copy. Blue Water Credit will not be responsible for delays if you do not forward the paperwork in a timely manner.
- C. You understand that we do not keep copies of all of the paperwork you forward to us. Due to confidentiality and security reasons, a very limited amount of information is kept in your physical file. All other paperwork is shredded. It is your responsibility to keep copies of any paperwork that you may want to reference at a later date.
- D. You understand that you should not send original court documents or collection notices to us. Only send COPIES of documents that will support your case (i.e. proof of payment, court dismissal documents, etc.). We are not acting as your legal advisor in any way and it is your responsibility to seek outside legal assistance if the need ever arises for an attorney to protect your rights.
- E. You understand you will not be charged for any service or work regarding credit correction until after the service has been performed. Every 30 days, following the date of your initial billing, you will be debited automatically from the account you provided for work and costs related to the prior month’s credit report dispute and verification.
- F. You agree to obtain, maintain and grant access to Blue Water Credit LLC to any credit monitoring service throughout the duration of the credit restoration process.
- G. You agree to maintain on time monthly payments of your current credit obligations (i.e. – Car loan, utility bills, mortgage payments, credit cards, etc.). Failure to maintain those payments will result in severe damage to the progress and improvements made by Blue Water Credit, LLC and will forfeit any guarantees.

**ARBITRATION:** All claims and disputes arising under or relating to this Agreement are to be settled either by filing a Small Claims Action in a Small Claims Court or by binding arbitration in the State of California or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys’ fees. Any such arbitration shall be conducted by an arbitrator experienced in credit repair disputes or any associated claims thereof and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Blue Water Credit LLC designated agent for services of process: Jeff Sipes, 300 Harding Blvd., Suite 206, Roseville, CA 95678. 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., 20508. This contract is month to month. Either party may cancel this at any time with a 30-day notice, sent in written format. Notice shall not be considered received unless confirmation of receipt has been received by all parties. You will be billed for work and costs to the prior month. Fees are not billed in advance, only after services are performed.

**NOTICE TO CLIENT: You may cancel this contract without penalty or obligation at any time before midnight of the fifth day after the date on which you signed the contract. See Notice of Cancellation form for an explanation of this right.**

Date

Signature of Client

Client Printed Name



**CLIENT INFORMATION**

Full Name: (First, Middle, Last)	
Current Mailing Address: (Street, City, State, Zip)	
Previous Mailing Address: (Street, City, State, Zip)	
Home Phone	Cell
Email	
SSN	Date of Birth

**CLIENT 2 INFORMATION**  
*ONLY IF RETAINING US ALSO.*

Full Name: (First, Middle, Last)	
Current Mailing Address: (Street, City, State, Zip)	
Previous Mailing Address: (Street, City, State, Zip)	
Home Phone	Cell
Email	
SSN	Date of Birth

How did you hear about Blue Water Credit? \_\_\_\_\_ BWC Advisor \_\_\_\_\_

Loan Officer \_\_\_\_\_ Real Estate Agent \_\_\_\_\_

BWC prefers communication through e-mail. How often do you check your e-mail? (Check/Circle One)

*Hourly                  Daily                  Weekly                  Rarely                  Don't Have One*



## POWER OF ATTORNEY

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### I. PRINCIPAL AND ATTORNEY-IN-FACT

I hereby appoint the following person to serve as my attorney-in-fact, to act for me in any lawful way with respect to the subjects indicated below.

Name: **Blue Water Credit, LLC**

Address: **300 Harding Blvd., Suite 206 Roseville, CA 95678**

### II. EFFECTIVE TIME

This Power of Attorney shall become effective immediately and shall continue to be effective for 6 months or until I give written notice of cancellation to the address listed above.

### III. POWERS OF ATTORNEY-IN-FACT

My attorney-in-fact shall have the power to act in my name, place and stead in any way which I myself could do with respect to the following matters to the extent permitted by law:

**The power to: Act on my behalf in negotiating payment terms with my creditors and also the power to submit letters on my behalf to all credit bureaus and receive documents that relate to my credit and credit history; that shall include credit reports, prior dealings with creditors and settlement offerings made by creditor. Obtain, maintain and grant access to credit monitoring service.**

My attorney-in-fact is empowered to take all further action, including the payment of expenditures and the preparation and execution of all documents, as the attorney-in-fact deems necessary or appropriate in order to fully effectuate these matters.

**IN WITNESS WHEREOF**, the undersigned has executed this Power of Attorney on the date set forth below.

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Date

Signature of Client

Client Printed Name



# Credit Card Authorization

I hereby authorize **Blue Water Credit, LLC** to charge my credit card account in the amount of \$\_\_\_\_\_ dollars for initial set up. The monthly payments of \$\_\_\_\_\_ dollars will begin one calendar month from date set up is charged. This contract is month to month and can be cancelled with a 30-day written notice.

*CANCELLATION PROCEDURE: Cancellation prior to 6 months will require a 30-day written notice. You may cancel anytime. Like a utility bill, because billing is for services already received, you will be charged a final payment.*

<b>INITIALS</b>

PAYMENT AUTHORIZATION				
<b>VISA/MASTERCARD Card number</b>	_ _ _ _ _	_ _ _ _ _	_ _ _ _ _	_ _ _ _ _
<b>EXPIRATION DATE</b>	/	<b>CVV Code (3 digits on back):</b>		
CARD HOLDER INFORMATION				
<b>NAME</b>				
<b>BILLING ADDRESS</b>				
<b>CITY</b>		<b>STATE</b>		<b>ZIP</b>
<b>SIGNATURE</b>				<b>DATE</b>

<b>Enrollment Fee</b>	\$ _____				
<b>Monthly</b>					
<b>Month 1*</b>	\$	<b>Month 2</b>	\$	<b>Month 3</b>	\$
<b>Month 4</b>	\$	<b>Month 5</b>	\$	<b>Month 6</b>	\$

\*Billed 30 days after Enrollment





## INFORMATION STATEMENT

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### CREDIT REPAIR ORGANIZATION 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 seven 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 sue a credit service organization if it misleads you.

You have the right to cancel your contract with any credit repair organization for any reason within five 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. You also have the right to contact a nonprofit to assist you with your credit.

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; 1-877-FTC-HELP (877 382-4357); [www.ftc.gov](http://www.ftc.gov).

#### DESCRIPTION OF SERVICES

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**BWC Programs:**

- A. **Limited:** This program is for a Client with less than four accounts needing repair services for a single and eight for a couple. The Client understands that there will be a Credit Report Analysis/Audit Fee of \$249.00 for an individual and \$399.00 for a couple. This fee will be billed after these services are performed: a consultation, which includes but is not limited to, education on the FICO scoring model, analyze/audit the Client's credit reports and develop a plan to investigate, validate, and delete, correct or change those negative items which can be deleted, corrected or changed under current federal and state law during this contract. We will give you a detailed outline of our process to the Client's and educate the Client's on understanding the credit scoring model (Debt Ratio, Payment History, Length of Credit History, Types of Credit, and Credit Inquires). The client is given a login and password to access the status of their account. Excluding this Credit Report Analysis/Audit Fee, there will be no 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 \$159.00 for an individual, and \$259.00 for a couple will be due, and that this fee will be charged on a month to month basis. The monthly fee is for all costs and fees associated with the previous month's Services. The Client understands that the monthly fee includes the continuing analysis/audit and investigation/dispute of up to three credit bureaus, all correspondence associated with the credit report audit, investigation, and improvement 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 improvement. This program does not include advanced credit repair tactics such as, but not limited to: sending certified requests to creditors, good will request, and debt validation. There is an additional fee for us to negotiate debt.

You will be charged a fee of \$20.00 for either of the following: (i) if your payment for BWC is not honored upon first presentment by BWC to your Credit Card Company or bank and (ii) if you change your billing date.

- B. **Standard:** This program is for Client with four to nineteen accounts needing repair services for a single and eight to thirty nine accounts for a couple. The Client understands that there will be a Credit Report Analysis/Audit Fee of \$249.00 for an individual and \$399.00 for a couple. This fee will be billed after these services are performed: a consultation, which includes but is not limited to, education on the FICO scoring model, analyze/audit the Client's credit reports and develop a plan to investigate, validate, and delete, correct or change those negative items which can be deleted, corrected or changed under current federal and state law during this contract. BWC will give the Client a detailed outline of BWC's process and educate the Client on understanding the credit scoring model (Debt Ratio, Payment History, Length of Credit History, Types of Credit, and Credit Inquires). The Client is given a secure login and password to access the status of their account. Excluding this Credit Report Analysis/Audit Fee, there will be no 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 \$199.00 for an individual, and \$299.00 for a couple will be due, and that this fee will be charged on a month to month basis. The monthly fee is for all costs and fees associated with the previous month's Services. The Client understands that the monthly fee includes the continuing analysis/audit and investigation/dispute of up to three credit bureaus, all correspondence associated with the credit report audit, investigation, and improvement 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 improvement. There is an additional fee for us to negotiate debt.

The Client will be charged a fee of \$20.00 for either of the following: (i) if the Client's payment to BWC is not honored upon first presentment by BWC to the Client's Credit Card Company or bank and or (ii) if the Client changes the billing date.

- C. **Debt negotiation:** Blue Water Credit can also be retained to negotiate and settle a legitimate collection or debt between Client and any entity which remains on Client credit report. The Client will be billed \$85 per hour for accounts negotiated less than \$15,000 and a flat fee of \$600 for those accounts negotiated greater than \$15,000. These services will include but not limited to: telephone calls, email communications, office visits, locating the debt, drafting and reviewing offers and or correspondences as well as time on the phone with creditors. Time will be calculated to the nearest one-tenth (1/10) hour. Payment for any additional services such as debt negotiation shall be deducted after the service has been completed or provided to the client. If the Client chooses not to pay the negotiated amount, the fees for this service will still be due after the work has been performed. Payment for these services will be due within 10 business days of the date invoiced or considered late. A late fee of \$20 may be applied to past due invoices.



- D. By executing this contract to obtain Blue Water Credit Services, the Client grants Blue Water Credit during the term of this contract, a limited power of attorney, by and through its authorized representatives, to: 1) use the Customer Information that the Client provided in order to obtain from credit bureaus, creditors, collection agencies and other holders of records of Client credit reports, Client's credit history or other creditor information for the Services; 2) use Client's name to sign correspondence addressed to creditors, record holders and credit bureaus; 3) obtain credit information over the telephone, fax, and or through the internet from record holders; 4) to discuss information with any record holders to help resolve a debt if mediation of a debt is necessary. Blue Water Credit acknowledges that its Authorized Representatives have been alerted to the sensitivity of the Customer Information. As such, Blue Water Credit will use its best efforts to ensure that Customer Information will be handled in a responsible and professional manner. The Client shall have the right to revoke or terminate the limited power of attorney provided under this contract at any time upon written notice to Blue Water Credit. Otherwise, the limited power of attorney 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 California. Client agrees that the Client's limited power of attorney is valid throughout the United States for all Customer Information to be obtained by Blue Water Credit pursuant to this contract by the binding and enforceable signatures set forth below. This contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- E. The contract is on a month to month basis lasting up to six months with payments automatically made as described above. Blue Water Credit will attempt to remove all inaccurate, obsolete, unverifiable, misleading, and erroneous information from the Client's credit reports. In order to comply with the Credit Repair Organizations Act (CROA), BWC may only charge for services rendered. Therefore, BWC shall not require or collect first payment prior to a consultation, which includes but is not limited to, education on the FICO scoring model, analyze/audit the Client's credit reports and develop a plan to investigate, validate, and delete, correct or change those negative items which can be deleted. When the "Client" finds it necessary to cancel the Services and terminate this contract, the Client shall give 30 days prior written notice requesting such termination to Blue Water Credit LLC. The Client is responsible for payment of any Services performed by Blue Water Credit LLC up to the date of receipt of the notice to cancel such Services.

**CONSUMER RIGHTS:**

Blue Water Credit, LLC has posted a bond in favor of the State of California, issued by International Fidelity Insurance Company, One Newark Center, 20<sup>th</sup> Floor, Newark, NJ 07102, for the benefit of any person who is damaged by any violation of this title. The bond also is in favor of any individual damaged by those practices.

Any person claiming against the bond for a violation of this title may maintain an action at law against the organization and against the surety. The surety shall only be liable for actual damages and not punitive damages permitted under Section 1789.21 of the Credit Organizations Act (a copy of this act may be obtained at the State of California Attorney General website or Blue Water Credit LLC can provide you with one). The aggregate liability of the surety to all persons damaged by a credit services organization's violation of this title shall in no event exceed the amounts of the bond. Blue Water Credit LLC designated agent for services of process: Jeff Sipes, 300 Harding Blvd., Ste 206, Roseville, CA 95678.

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**Date**

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**Signature of Client**

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**Client Printed Name**



## NOTICE OF CANCELLATION

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You may cancel this contract, without any penalty or obligation within five days from the date the contract is signed.

“If you cancel, any payment made by you under this contract must be returned within 15 days following receipt by **Blue Water Credit, LLC** of your cancellation notice.

To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or any other written notice to **Blue Water Credit LLC at 300 Harding Blvd., Ste 206 Roseville, CA 95678.**

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**Date**

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**Signature of Client**

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**Client Printed Name**

I hereby cancel this transaction,

Sec. 393.203 Issuance of contract and other documents. A credit service organization shall give to the consumer, when the document is signed; a copy of the completed contract and any other document the organization requires the consumer to sign.



DUPLICATE COPY OF SEPARATE NOTICE OF CANCELLATION (Pursuant to Federal and State Statutes)

You may cancel this contract, without any penalty or obligation within five days from the date the contract is signed.

“If you cancel, any payment made by you under this contract must be returned within 15 days following receipt by **Blue Water Credit, LLC** of your cancellation notice.

To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or any other written notice to **Blue Water Credit LLC at 300 Harding Blvd., Ste 206, Roseville, CA 95678.**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signature of Client**

\_\_\_\_\_

**Client Printed Name**

I hereby cancel this transaction,

Sec. 393.203 Issuance of contract and other documents. A credit service organization shall give to the consumer, when the document is signed; a copy of the completed contract and any other document the organization requires the consumer to sign.

