

# **"FIRST CHOICE CREDIT REPAIR"**

**FAX COVER PAGE  
(888) 590-0002 PH  
(310) 626-9994 FAX**

<b>First Choice Credit Repair</b>	
<b>ATTN:</b>	<b>FROM:</b>
<b>RE:</b>	<b>DATE:</b>
<b>FAX:</b>	<b>PHONE:</b>

## **First Choice Credit Repair Information Statement**

### **TO ALL CLIENTS:**

Please carefully read the following before deciding to do business with us. We are committed to your satisfaction, as well as your full understanding of the California and Federal laws that regulate our conduct towards you.

### **SERVICES PROVIDED**

First Choice Credit Repair will provide you with services designed to improve your credit record, history, or rating, or to assist you to obtain a loan or other extension of credit. We will assist you in the correction and removal of erroneous, disputable and/or obsolete credit information that appears on your public issued credit reports. While we are confident in our ability to perform the tasks listed above, there cannot be any assurances that we will be 100% successful. For your protection, First Choice Credit Repair agrees to refund the Fee actually paid by you, less the reasonable value of the services we performed the full terms and conditions of our guarantee are set forth in the Credit Services Contract attached hereto.

### **RIGHTS AGAINST SURETY**

First Choice Credit Repair has acquired a surety bond in the principal amount of \$100,000 from:

You have a right to bring a civil action for damages against First Choice Credit Repair and against the surety bond if First Choice Credit Repair violates any provision of the Credit Services Act of 1984. A copy of our Bond has been filed with the Secretary of State of California.

### **NONPROFIT CREDIT COUNSELING SERVICES**

If you wish, you may obtain further information about your credit file rights by contacting Credit Counseling Service, a nonprofit credit counseling service. The easiest way to locate non-profit counseling services is through your local Yellow Pages, under the heading *Credit and Debt Counseling Services*.

### **FALSE STATEMENTS**

Please make certain that the information you provide to us is accurate. It is a violation of California law to make any statement which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, to a consumer credit reporting agency. In addition, it is illegal for you to make, or for a company like First Choice Credit Repair to assist you to create, a new credit record by using a different name, address, social security number, or employee identification number.

**CONSUMER INFORMATION STATEMENT**  
**CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW**

You have a right to obtain a copy of your credit file from a consumer credit reporting agency. You may be charged a reasonable fee not exceeding eight dollars (\$8). 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 consumer credit reporting agency must provide someone to help you interpret the information in your credit file.

You have a right to dispute inaccurate information by contacting the consumer credit reporting agency directly. However, neither you nor any credit repair company or credit services organization has the right to have accurate, current, and verifiable information removed from your credit report. Under the Federal Fair Credit Reporting Act, the consumer credit reporting agency must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy information can be reported for 10 years.

If you have notified a credit reporting agency in writing that you dispute the accuracy of information in your credit file, the consumer credit reporting agency must then reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the consumer credit reporting agency.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the consumer credit reporting agency to keep in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about disputed information in any report it issues about you.

You have a right to cancel the contract for any reason within five working days from the date you signed it. If for any reason you do cancel the contract during this time, you do not owe any money. You have a right to sue a credit services organization if it misleads you.

I hereby acknowledge that I have read and received a copy of this Information Statement.

**Print Name:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# **First Choice Credit Repair**

First Choice Credit Repair  
Credit Services Contract

Date of Execution:

## **IDENTIFICATION OF PARTIES**

**1.A** This credit services agreement is entered into between First Choice Credit Repair, 24910 Las Brisas Rd Murrieta, CA. 92562, and the Individual(s) noted in the signature block at the end of this Agreement (hereinafter, You or Client).

**1.B** The agent for service of process in California for First Choice Credit Repair, at 24910 Las Brisas Rd Murrieta, CA 9262.

## **SERVICES TO BE PROVIDED**

### **2.A FCCR' Obligations**

FCCR will negotiate directly with Client's creditors to attempt to correct erroneous, disputable and/or obsolete information from Client's Credit Reports as provided herein below, which shall result in an increase in Client's FICO® score. In most instances, FCCR will complete all of its services to Client within fifteen to thirty working days from the time that Client executes this Agreement. In all cases, FCCR agrees that it will not take more than six months from the date of execution of this Agreement to execute any of the individual items selected by Client, otherwise, Client shall receive a prompt refund in accordance with FCCR' "Guarantee of Performance" as set forth below.

### **2.B Client's Obligations**

Client hereby agrees to provide FCCR with Credit Reports from each of the three Credit Agencies. Those Credit Reports can only be mailed to Client, not FCCR. When Client receives those Reports, Client agrees to forward them immediately to FCCR at the following mailing address: 24910 Las Brisas Rd Murrieta, CA 92562. Client understands that the failure to forward these reports will significantly impede FCCR' ability to perform its obligations hereunder. Additionally, we need Client(s) to sign the Authorization to Release Information attached as Exhibit A. Client must further warrants that he/they are current on all debts to be serviced by FCCR.

Misrepresentation by client in this regard, will hinder FCCR' ability to effectively raise Client's credit score.

\_\_\_\_\_  
Client's Initials

## **PAYMENT TERMS AND CONDITIONS**

### **3. Manner of Calculation of Fees**

The fees FCCR charges to remove and/or modify certain erroneous, disputable and/or obsolete information that appears on Client's credit reports are based upon the number of matters Client seeks to remove. A copy of FCCR' current Rate Services Guide is hereto attached as Exhibit B. FCCR will work with Client to identify those matters that should be corrected on Client's Credit Reports to achieve the desired FICO® Score, and those choices will be entered on the Creditor List attached hereto as Exhibit C. The total fees payable by Client to FCCR will be determined by aggregating the fees chargeable for each of the individual matters selected by Client. The total amount of service fees payable to FCCR will be listed on the Creditor List, Exhibit C.

### **3.A Timing of Payment of Fees**

None of Client's Service Fees shall be payable until FCCR has completed the specific tasks that it agrees to complete. FCCR has divided its work into two service milestones as set forth below. Upon completion of each milestone, FCCR will use a pre-approved authorization from your debit card, credit card or checking account to pay itself fifty percent (50%) of the total Service Fees.

#### **3.A.1 First Milestone**

The first service milestone is the initial client intake and informational interview, usually held by phone. We will explain to you how the credit repair process works, what we believe we will be able to do for you and how you can benefit from our services. You will also receive our contract and Informational Statement. You will complete your Creditor List, providing us with accurate and complete information supporting a correction or removal. We will advise you as to the most effective method of achieving your desired FICO® score. This will form the basis for filling out your Creditor List, which you must verify and send back to us. This completes your first milestone.

#### **3.A.2 Second Milestone**

FCCR will next contact all of Client's creditors and receive a response from them. At this point, FCCR will either have received a favorable response, or we will be engaged in further negotiations with the creditor to get the selected items corrected or removed from Client's credit reports. The final step of

this Milestone is when FCCR has submitted all updated and corrected information to the Credit Bureaus for final updating and correcting. Thereafter, the Credit Bureaus will send updated credit reports to you.

#### **4. Guarantee of Performance**

We cannot guarantee that we will be able to remove every specific credit-related item that Client desires, or that we can obtain any specific FICO® score that Client may desire. However, we do offer the following guarantee: If we are unable to get a standard trade item deleted or amended, or if we are unable to get two out of the three credit bureaus to clear that item so that your mid-score improves, then we will refund 100% of all of the fees you paid for that line item, unless either of the following occurs: (a) the information you provide conflicts with information obtained from the creditor, and the creditor's information is verified as factual (i.e. change of address, amount of late times, etc.); or (b) we negotiate a settlement of your claim with the creditor to get it removed from your report, and you fail to pay the agreed-upon settlement amount. With regard to "Public Record" line items (i.e., a recorded judgment, or a tax lien), if they are not removed you will still receive a 50% refund, which takes into account our out-of-pocket expenses in investigating the matter, obtaining the underlying documentation, and contacting and negotiating with the creditor. With Regard to "Disputed" line items, FCCR has no control or influence with the credit bureaus and cannot in any way guarantee cooperation. To qualify for this guarantee, Client must submit to FCCR copies of the final credit reports from all three major bureaus.

\_\_\_\_\_ **Client's Initials**

#### **4.A No other Guarantee**

EXCEPT AS OTHERWISE PROVIDED IN SECTION 4, FCCR SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

#### **4.B Indemnification**

Client recognizes and understands that from time to time, when creditors and/or credit bureaus are contacted in the process of attempting to correct information that has been represented by Client to be erroneous, disputable and/or obsolete, the creditor and/or credit bureau, upon conducting its own investigation, may uncover additional negative information about Client and, instead of deleting information which Client believed to be erroneous,

disputable and/or obsolete, the creditor may report to the credit bureau additional negative information concerning Client that will have a negative impact upon Client's credit rating and FICO® score. Client represents that it understands the foregoing, and agrees to hold FCCR harmless from this unintentional occurrence.

#### **4.C Limitation of Liability**

EXCEPT TO THE EXTENT OF THE LIMITED GUARANTEE PROVIDED IN SECTION 4, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO EACH OTHER OR ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM**

**5.A** This Agreement will become effective as of the Effective Date and shall, unless sooner terminated as provided below or as otherwise agreed, remain effective for an initial term equal to six months from the date of inception.

#### **TERMINATION**

##### **5.B.1 Termination within (5) Five Days**

Client may terminate this Contract, without penalty or obligation within five (5) days from the date the Contract is signed. A Notice of Cancellation Form is provided herein as Exhibit D.

##### **5.B.2 Upon Default**

Either Party may terminate this Agreement in the event the other Party is in default of a material obligation hereunder by delivery to the other Party of a written notice of termination containing a reasonably complete description of the alleged default. If the Party against whom the default is alleged fails to cure such default within five (5) days following the delivery of such notice, then this Agreement shall be deemed automatically terminated as of the sixth day after delivery of such notice without the need for further action on the part of either Party.

\_\_\_\_\_ **Client's Initials**

##### **5.B.3 Upon Non-Payment**

Notwithstanding the other provisions of this Section, in the case where the notice of termination is based upon an alleged default in payment by Client due to the non-honoring of any pre-approved payment, then

such notice need only specify a three (3) day period within which to make such payment.

\_\_\_\_\_ **Client's Initials**

**5.B.4 Extension**

Notwithstanding the foregoing, either Party has the option to deliver to the other Party a Notice of termination that provides a period of time to effect a cure of the alleged default that is greater than any time period specifically delineated elsewhere in this Section.

**6. Prevailing Party**

If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation, or in a separate suit shall award reasonable costs and expenses, including attorneys fees to the prevailing party. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorney fees paid or incurred in good faith.

**7. Additional Provisions**

This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign this Agreement, in whole or in part, without the other Party's written consent, which consent shall not be withheld unreasonably. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void. This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to conflict of laws rules, and without regard to its location of execution or performance. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force. The Parties hereto are independent contractors, and neither this Agreement, nor any terms and conditions contained herein may be construed as creating or constituting a partnership, joint venture or agency relationship between the Parties. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. This Agreement and its exhibits are the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both Parties. This Agreement may be executed in any

number of counterparts, all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Print:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**First Choice Credit Repair**

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# "FIRST CHOICE CREDIT REPAIR"

Client Print Name\_\_\_\_\_

Date\_\_\_\_\_

Spouse Print Name\_\_\_\_\_

Date\_\_\_\_\_

I understand that I will be receiving Credit Reports every 30 to 45 days from Transunion, Equifax and Experian and that each and every time I receive them, I will First Choice Credit Repair @ 1-888-590-0002. These reports will be mailed to the processing center for them to cross check the file. I also understand that if I at any given time do not receive credit reports within 45 days of each other, I will call First Choice Credit Repair to notify them.

Initial\_\_\_\_\_

Initial\_\_\_\_\_

I understand that I need to open a minimum of 2 new trade lines (credit cards) as explained by First Choice Credit Repair. \*\*If applicable.

Initial\_\_n/a\_\_

Initial\_\_\_\_\_

I understand that any letters or correspondence I get in the mail from any of the credit reporting agencies or any of the enrolled creditors will be forwarded to the Processing Center for First Choice Credit Repair.

Initial\_\_\_\_\_

Initial\_\_\_\_\_

I understand that for this program to be successful, I need to do my/our part and work in conjunction with First Choice Credit Repair and do all of the above.

Initial\_\_\_\_\_

Initial\_\_\_\_\_

# **"FIRST CHOICE CREDIT REPAIR"**

24910 Las Brisas Rd  
Murrieta, CA. 92562

Last:	First:	M.I.	Mother's Maiden Name:
Date of birth:	SSN:	Driver's License#:	
Current Mailing address:			
City:	State:	ZIP Code:	
E-Mail:	Home Phone#:	Work#:	
Cell Phone#:	Fax #:		
Spouse's Last:	First:	M.I.	Mother's Maiden Name:
Date of Birth:	SSN:	Driver's License#:	
E-Mail:	Work#:		
Cell Phone #:	Fax#:		
Notes:			
Signature			Date
Signature			Date

## AUTHORIZATION TO RELEASE INFORMATION

I/WE, \_\_\_\_\_ hereby authorize the release of any credit information and records to First Choice Credit Repair for the sole purpose of obtaining my loan .

Creditors and others are hereby authorized to disclose information relative to any loans, accounts, or other financial transaction, past present, or future.

This authorization will expire 6 months from the date of signature or cancellation of agreement. I understand that I have a right to receive a copy of this authorization. I also understand that this authorization may be revoked buy me, in writing, at any time, except to the extent that action has already been taken.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT C  
CREDITORS LIST**

	<b>Creditor</b>	<b>Account Number</b>	<b>Status</b>	<b>Reason for Status</b>	<b>Processor Comments</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					
<b>6</b>					
<b>7</b>					
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<b>17</b>					
<b>18</b>					
<b>19</b>					
<b>20</b>					

**Total Service Fees Payable to FCCR: \$ \_\_\_\_\_**

By executing this Creditor List, Client(s) represents to FCCR that the information listed above is accurate to the best of Client(s)'s information and belief. Client(s) affirms that it has been advised that it is a violation of California and Federal law to make, or counsel or advise any one else to make, any statement which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, to a consumer credit reporting agency.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT D  
NOTICE OF CANCELLATION**

You may cancel this contract, without any penalty or obligation, within five (5) days from the date the contract is signed.

If you cancel, any payment made by you under this contract must be returned within fifteen (15) days following receipt by the seller of your cancellation notice.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice of cancellation, to

First Choice Credit Repair  
24910 Las Brisas Rd  
Murrieta, CA. 92562

You must either deliver this notice personally, or assure that FCCR receives it at our offices with address listed above, not later than midnight on this date: \_\_\_\_\_.

We have provided two copies of this document for your assistance. Please keep a copy of what you have sent to us for your own records.

I hereby cancel this transaction.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DO NOT SIGN OR SEND IN THIS FORM UNLESS  
YOU WANT TO CANCEL YOUR SERVICE**

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First Choice Credit Repair  
24910 Las Brisas Rd  
Murrieta, CA. 92562

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We have provided two copies of this document for your assistance. Please keep a copy of what you have sent to us for your own records.

I hereby cancel this transaction.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DO NOT SIGN OR SEND IN THIS FORM UNLESS  
YOU WANT TO CANCEL YOUR SERVICE**

