

**CONSULTING CONTRACT**

This Consulting Contract ("Contract") is made and entered into to be effective as of [REDACTED] (The "Effective Date"), by and between:

BCR Consulting, a Texas company whose primary business office is located at 3921 Steck Ave. Suite A114, Austin TX 78759 ("BCR Consulting," "We," "Us," or "Our") and [REDACTED], an individual whose primary residence is located at [REDACTED], ("Client," "You," "Your," or "Yours").

**RECITALS:**

WHEREAS, You propose to engage BCR Consulting to provide credit consulting services and to assist You challenging errors that may be present in Your credit reports; set forth by the Federal Fair Credit Reporting Act. Title 15 Chapter 41.

WHEREAS, BCR Consulting has agreed to provide credit consulting services to You in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

**1. Service Description**

You have engaged BCR Consulting to perform credit repair services and We agree to perform services that include setting up Your account, collecting information from You, reviewing Your credit reports, auditing negative items in Your credit reports and consulting with You to identify inaccurate, incomplete or obsolete information in Your credit report and preparing and mailing disputes or other letters on Your behalf and in Your name to the credit bureaus, as well as preparing and mailing debt validation or other letters on Your behalf and in Your name to collectors, creditors, or others, and other systematic disputes and legal challenges to credit bureaus and creditors for trade lines you identify as outdated, misleading or inaccurate. The consulting services will also include recommendations from BCR Consulting on steps You can take to improve Your credit standing, obtain new credit and reduce Your debt. ("Service"). The amount and frequency of letters sent on Your behalf in performing the credit repair services is within the sole discretion of BCR Consulting.

**2. Service Fees**

a.) You agree to pay BCR Consulting \$119.00 immediately upon notice that the initial Services are complete.

b.) There will be no charge for the first two items that We get deleted for You. Then You agree to pay BCR Consulting \$39.00 per derogatory item deleted per bureau and \$75.00 per public record deleted per bureau, such as Bankruptcies, Tax Liens, Judgments, Child Support and Foreclosures. There will be no charge for removing personal information such as incorrect spellings of names, addresses and social security number variations.

c.) BCR Consulting will advise You on how You can obtain free copies of Your credit reports from Equifax, Experian and Transunion or at Your discretion BCR Consulting shall request such initial reports in Your name and have them mailed to You. BCR Consulting will provide this service at no additional cost to You.

d.) It is estimated that the consulting services will be provided over a period of approximately 180 days. We require that you maintain a three-bureau credit monitoring service that provides updated credit reports every 30 days, for the duration of this contract, which will be in effect for six (6) months from the effective date above or until either one of the parties cancel it. (See paragraph 5).

**e.) You agree to pay to BCR Consulting the amount due every month within seven (7) business days from the invoice date. You agree that Your failure to make on-time payments as required under this contract to BCR Consulting will result in the effective and immediate release of BCR Consulting from any obligations and/or warranties incurred under this contract. BCR Consulting shall have the right to place for collection any amounts due under this Contract, which have not been paid within sixty (60) days from the due date.**

**3. Power of Attorney**

You hereby appoint BCR Consulting and each of its employees, agents and contractors as Your agent and attorney in fact for the limited purpose of communicating with the credit reporting agencies, government agencies and creditors in order to challenge any inaccurate, erroneous, and obsolete information in Your credit files. This power of attorney is coupled with interest and shall survive Your incapacity, disability or death. This power of attorney shall constitute authorization to obtain Your credit information for purposes of section 611 of the Federal Fair Credit Reporting Act.

**4. Your Obligations**

You recognize that although You are receiving consulting services from BCR Consulting, You will be ultimately responsible for improving Your own credit status. You agree that during the period of time that You are receiving consulting services, You will do the following:

a.) Provide BCR Consulting with copies of all correspondence, which You receive from Credit Reporting Agencies, Creditors, Collection agencies, Attorney General Offices, Better Business Bureau, Federal Trade Commission and Comptroller of the Currency within ten (10) business days after You receive any such items.

b.) Make all scheduled payments on Your debts on or before the due dates.

c.) Notify BCR Consulting any time You experience any change of address, or any other new contact information, including telephone numbers or email addresses, within three (3) business days of such change. Additionally, You agree that You will not incur any new debt or obtain any new credit cards without prior written notice to BCR Consulting.

d.) Refrain from contacting credit bureaus or creditors directly concerning your collection accounts, unless directed to do so by BCR Consulting. Unauthorized direct contact may interfere and impede the strategy that BCR Consulting is executing on Your behalf.

~~g0~~ Pay within seven (7) days the invoice that BCR Consulting sends to You when results are obtained.

**5. Cancellation**

In addition to Your Special Rights of Cancellation, as set forth in this Contract, and on the attached Notice of Special Cancellation, You shall have the right to terminate this Contract at any time on written notice to BCR Consulting. This cancellation will be effective and will not void any warranties when all of the following conditions are satisfied:

a.) Your Notice of Termination is received by BCR Consulting at its office set forth at the top of this Contract.

b.) You forward to us an updated credit report from the three reporting agencies, Equifax, Experian and Transunion. BCR Consulting shall use the credit reports provided by You only for the purpose of preparing Your final invoice. If credit reports are not provided within seven (7) days after Your cancellation notice, You agree to pay a fee of \$39.00 per each item that BCR Consulting had disputed, regardless of the final outcome of the disputes.

c.) You complied with all of Your obligations under this Contract.

**6. Warranty**

If any of the items that BCR Consulting have deleted or corrected on any of Your credit reports are listed back or re-listed in its original form, at any time, while this contract is in effect, or at any time after the end of this Contract, if You have complied with all your obligations, BCR Consulting shall attempt to correct or remove again that item at no charge for You. If BCR Consulting is unable to correct or remove that item within ninety (90) days, then BCR Consulting shall issue You a refund on the amount You previously paid for that item.

**7. Choice of Law and Miscellaneous**

This Contract shall be governed and construed in accordance with the laws of the state of Texas. This Contract constitutes the entire agreement between the parties and replaces any prior agreement or undertaking, whether written or oral. This Contract can be amended only by an agreement in writing executed by both parties. No amendment to this Contract shall be effective against BCR Consulting unless it shall be in writing and approved by a representative of BCR Consulting at its office in Texas. If any provision of this Contract shall be found to be illegal, invalid or unenforceable, the remaining provisions of this Contract shall remain in full force and effect, and in lieu of such provision there shall be inserted automatically into this Contract provisions that are as similar as possible to the those deemed to be illegal, invalid or unenforceable provisions and remain legal, valid and enforceable.

**By execution of this Contract, You acknowledge that You have received two copies of the Notice of Cancellation and one copy of Credit Repair Organizations Act (C.R.O.A.) Disclosure Statement from BCR Consulting as mandated by the C.R.O.A.**

**SPECIAL RIGHTS OF CANCELLATION**

**YOU, THE CLIENT, MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD DAY AFTER THE EFFECTIVE DATE. SEE THE ATTACHED NOTICE OF SPECIAL CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signed and executed by

\_\_\_\_\_  
by BCR Consulting Representative



## 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 7 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 cancel your contract with any credit repair organization for any reason within 5 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 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.

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

## **NOTICE OF CANCELLATION**

You may cancel this contract, without any penalty or obligation, at any time before midnight of the fifth business day which begins after the date this contract is signed by you.

If you cancel, payment made by you under this contract must be returned within 15 days following receipt by BCR Consulting 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 to: BCR Consulting, 1712 East Riverside Dr #227, Austin, TX 78741 before midnight on \_\_\_\_\_.

I hereby cancel this transaction:

\_\_\_\_\_ (date) \_\_\_\_\_

**Do not sign this form unless you wish to terminate this contract**