

ASSOCIATION RECOVERY SERVICES

COLLECTION AGREEMENT AND AUTHORIZATION TO COMMENCE NON-JUDICIAL FORECLOSURE AS AGENT/TRUSTEE FOR ASSOCIATION

PURPOSE OF AGREEMENT AND APPOINTMENT OF TRUSTEE

The Board of Directors for _____, (the "Association") appoints and authorizes ACCOUNT RECOVERY SOLUTIONS, LLC, D.B.A. ASSOCIATION RECOVERY SERVICES, ("ARS"), as its Agent/Trustee to initiate collections and/or non-judicial foreclosure proceedings, pursuant to Nevada Revised Statutes (NRS) 116, for the purpose of collecting delinquent homeowner association regular assessments, special assessments, construction penalties, fines and any other sums due to Association or their vendors relating to said delinquencies. The Association releases full authority to ARS as trustee to act on its behalf, execute all legal documents relating to the collection/non-judicial foreclosure process, and charge collection fees and costs for any and all issues pertaining to the collection of said delinquencies. This authority extends to, among other things, any proceedings relating to the non-judicial foreclosure process, communication with delinquent homeowners, their agents, attorneys and/or mediators and dispute resolution. ARS makes no promises or guarantees as to the success rate of its collection efforts.

FEES AND COSTS

Association shall incur all collection fees and costs at the time the collection action has been performed by ARS. All fees and costs will be billed to the delinquent homeowner while the non-judicial foreclosure process is being administered by ARS, unless: (1) the Association ultimately takes title to the property through foreclosure, (2) the Association cancels the account, or (3) the Association elects not to foreclose on the account. The attached fee schedule is part of this agreement and is subject to change.

STATUS REPORTS

Status reports will be available to the Association and their agents via a personal online login that is available 24 hours a day. Reports will be updated regularly and will include all collection activity and dates of such activity.

COMMUNICATION

All communication and correspondence regarding delinquent accounts will be managed by the Association's designated Community Manager unless ARS is instructed in writing to do otherwise by the Association's Board of Directors.

PAYMENTS

All Payments received by ARS for delinquencies will be made available to the Association upon the clearance of such funds. Average clearance time of funds is five (5) business days from the time they were deposited. ARS makes no warranties as to the clearance time of such funds from any banking institution. If less than the full amount owed to the Association is obtained from the homeowner, the funds collected will be allocated between the Association and ARS on a pro-rata basis, depending on the amount owed to Association and ARS.

PAYMENT PLANS

In the event that the delinquent homeowner is unable to pay their balance in full, ARS is authorized to negotiate a three-month payment plan. Any payment plan exceeding three-months will be submitted to the board for prior approval.

TELEPHONE (702) 405-9306

7432 W. Sahara Ave, Ste. 101
LAS VEGAS, NV 89117

www.arsnv.com

FACSIMILE (702) 485-3421

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PUBLICATION OF SALE

Once an account has reached the stage of publishing and posting sale, an "Authorization to Sell" will be sent to the board for review and approval. If the board chooses to publish sale, we will publish and post said sale.

ARBITRATION

If any dispute arises between the Association and ARS under this agreement, it must first be submitted to mediation. If mediation efforts are unsuccessful, it must be resolved through binding arbitration. This clause applies only to disputes between the Association and ARS, not to individual homeowner disputes arising from the collection process.

TERMINATION

ARS and/or the Association may cancel this contract or any individual account at any time with 30 day written notice. Terminations must be submitted in writing. If the Association cancels the contract, any active accounts will remain with ARS until completion. ARS will cancel individual accounts at no charge to the Association with valid reason and/or explanation for cancellation (e.g. the file being sent to collections in error, or changes to the account due to board decisions arising out of a homeowner dispute). ARS may decline to service any individual account presented to it by the Association. ARS may assign this Agreement to another collection entity without the express prior written consent of the Association.

REPRESENTATIONS BY ASSOCIATION

The Association represents to ARS in presenting any individual account to ARS, the Association has complied with all federal, state and local laws and regulations (including federal and state Fair Debt Collection Practices Act), and the governing documents of the Association (including CC&Rs, Bylaws, Resolutions, and Rules and Regulations). ARS is relying upon the foregoing representations in agreeing to accept any individual account.

INDEMNITY

If any legal claims or proceedings are brought against the Association, ARS will defend, indemnify and hold the Association harmless against any liability, loss, damage or expense, only if said legal claims are based on the sole acts, omissions, or negligence of ARS.

The following authorized representative of ARS agrees to the terms of this contract and has full power to bind ARS to the terms of this contract.

Print	Title for ARS	Signature	Date
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The following authorized representative of the Association agree(s) to the terms of this contract and has full power to bind the Association to the terms of this contract.

Print	Title for Association	Signature	Date
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Print	Title for Association	Signature	Date
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FEE / COST SCHEDULE

Collection fees and costs below are billed directly to the delinquent homeowner. Fees and costs are subject to change and may not be all-inclusive. Fees billed to the homeowner are capped at \$2,925 per LCB File No. R129-21, Authority of NRS 116.310313 as of 12/29/2022.

FEES (CHRONOLOGICALLY)

DEMAND OR INTENT TO LIEN LETTER	\$240.00
NOTICE OF DELINQUENT ASSESSMENT (LIEN) OR VIOLATION LIEN	\$520.00
INTENT TO NOTICE OF DEFAULT LETTER	\$145.00
NOTICE OF DEFAULT	\$640.00
INTENT TO NOTICE OF SALE LETTER	\$145.00
NOTICE OF SALE	\$440.00
INTENT TO CONDUCT FORECLOSURE SALE	\$40.00
CONDUCT FORECLOSURE SALE	\$200.00
PREPARE / RECORD TRANSFER DEED	\$200.00
RELEASE OF NOTICE OF DELINQUENT ASSESSMENT (LIEN)	\$50.00
NOTICE OF RESCISSION FEE	\$50.00

MISCELLANEOUS FEES

PAYMENT PLAN AGREEMENT (ONE TIME SET-UP FEE)	\$50.00
PAYMENT PLAN BREACH LETTER	\$40.00
BANKRUPTCY PROOF OF CLAIM AND MONITORING	\$160.00
MAILING FEE PER PIECE	\$3.20
INSUFFICIENT FUNDS FEE (CHECK RETURN)	\$30.00
ESCROW PAYOFF DEMAND	\$240.00
RUSH ESCROW PAYOFF DEMAND (WITHIN 3 BUSINESS DAYS)	\$100.00
SUBSTITUTION OF AGENT DOCUMENT FEE	\$50.00
POSTPONEMENT FEE	\$120.00
FORECLOSURE FEE	\$240.00

COSTS (ESTIMATED & SUBJECT TO CHANGE)

CERTIFIED POSTAGE PER MAIL PIECE	\$7.85
1 ST CLASS POSTAGE PER MAIL PIECE	\$0.60
NOTARY PER RECORDED DOCUMENT	\$5.00
COUNTY RECORDINGS PER DOCUMENT	\$42.00
E-RECORDINGS PER DOCUMENT	\$4.95
TRUSTEE SALE GUARANTEE/TITLE REPORTS	\$400.00
POSTING, PUBLICATION AND CRYING OF SALE	\$275.00

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