

# NACM MidAmerica Membership Application

Date \_\_\_\_\_

## I. Service Agreement

Member# \_\_\_\_\_

Legal Company Name \_\_\_\_\_ Fax# \_\_\_\_\_

DBA \_\_\_\_\_ Phone# \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Nature of Business or Products \_\_\_\_\_ SIC Code \_\_\_\_\_

Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_

Owner or CFO \_\_\_\_\_ Title \_\_\_\_\_

E-Mail Addresses \_\_\_\_\_

The undersigned, their agents and assigns, agree to abide by the rules and regulations of NACM Oklahoma Division, Inc. dba NACM MidAmerica. Membership shall become effective when accepted and approved and shall be for a period of one year to be renewed automatically thereafter from year to year at the current prices, subject to the members right of resignation by service of written notice not less than thirty days (30) prior to the end of a billing cycle. Unless membership dues are paid annually in advance, prices are subject to change by NACM. Any fees paid in advance are not refundable.

The undersigned understands the confidentiality of the information he will receive from NACM and acknowledges that this membership may be revoked for misuse of any credit information received from any NACM related source. All credit information received is for authorized credit personnel only. It is not to be used for sales prospecting and it should not be communicated to any report subject, non-member firm or any other party. NACM agrees to fulfill all request for credit information promptly and to the best of its ability. It is understood that the accuracy of the information furnished to members is not guaranteed. The information is gathered in good faith and sent to members as a confidential communication without liability in procuring, collecting or transcribing, communicating or failing to communicate the information gathered.

The undersigned agrees to hold NACM and all its agents harmless from all liability and expense incurred from the publishing or other disclosure of credit information by the member, their employees or agents.

The undersigned agrees to contribute accounts receivable information when requested by NACM

**Membership Dues** \$ 275.00 Per Year

**NACM Report Units** \_\_\_\_\_ Per Year \$ \_\_\_\_\_ Per Year

**Additional Units** \$ \_\_\_\_\_ Each

**Legal Service Bulletin (50 publications)** \$ \_\_\_\_\_ Per Year

**GRAND TOTAL** \$ \_\_\_\_\_ Per Year

**Industry Group(s) joining** \_\_\_\_\_

**See Reverse for Items II & III and Signature**

## II. SPECIAL SERVICE AGREEMENT FOR CONSUMER CREDIT REPORTS

THIS AGREEMENT, between NACM Oklahoma Division, Inc. dba: NACM MidAmerica (NACM), and the undersigned subscriber to its Credit Reporting Department, covers the permissible uses of consumer credit information obtained through NACM.

1. SERVICE. NACM shall furnish MEMBER upon request consumer credit data, but only in the event MEMBER certifies and agrees that the requested consumer credit data arises out of a legitimate business need and shall be used solely in business credit transactions. This certification shall become part of the members file at NACM. NACM, acting as the member's agent, will relay any and all information received from a consumer database in its entirety. NACM shall exercise reasonable care to furnish accurate and reliable data from a consumer data base, but shall not guarantee the correctness or completeness of any data.
2. CHARGE TO MEMBER. Consumer credit reports will be charged at the prevailing rate on the NACM price schedule.
3. MEMBER USE LIMITATION. MEMBER hereby certifies and agrees that its request for consumer credit information arises out of legitimate business need and that the credit data received through NACM will be used solely in connection with a business credit transaction involving the entity as to whom a credit profile is sought, and MEMBER further certifies and agrees that consumer credit data which is sought and received shall be held in strictest confidence. In the event there is a change in federal and/or state laws governing this area of reporting, MEMBER agrees to sign an amended agreement if it desires to continue receiving consumer reports.
4. LIMITATION. MEMBER will not order reports for "employee purposes" through the method provided for in this Agreement.
5. REFUSAL OF SERVICE. NACM reserves the right to refuse "Consumer Credit Report" services to any member of NACM who violates the Associations established rules or procedures or any provision of Public Law 91 - 508, known as the Fair Credit Reporting Act and other applicable laws.
6. NON-DISCLOSURE. MEMBER agrees not to disclose, under any circumstances, to the subject of the credit report, or any other party, any credit information received through NACM.
7. TERM. This Agreement shall continue in effect until either party gives the other party written notice of termination.
8. INDEMNIFICATION. MEMBER shall indemnify, defend and hold NACM harmless from and against any and all cost and liabilities which may be asserted against NACM as a result of the improper use of MEMBER, or any violation of the provisions of the Agreement by MEMBER.
9. APPLICABLE LAW. This agreement shall be interpreted in accordance with the laws of the State of Oklahoma.

In witness whereof, NACM and MEMBER have caused this Agreement to be executed by their duly authorized representatives as of the date below written.

## III. COMMERCIAL COLLECTION SERVICES

THIS AGREEMENT, between NACM Oklahoma Division, Inc., dba: NACM MidAmerica, and the undersigned subscriber to its Commercial Collection Department, agrees to abide by the Rules & Rates established by NACM.

1. I agree to notify NACM that payment in full or any part thereof has been received.
2. I agree that placing an account with NACM authorizes them as my agent to proceed at once to collect the account on the established rules and rates, to accept payments and to endorse checks, notes, money orders, drafts for deposit, the net proceeds of which you are to remit to us.
3. I agree that all accounts are not subject to withdrawal without payment of full commission.
4. I agree to notify NACM of any settlement proposed or arrangement made with the debtor. (NACM prefers that all arrangements or settlement proposals be forwarded to the collector handling your account).
5. In the event it becomes necessary to forward the claim to an attorney for legal action, we direct and authorize you as our agent, and as a convenience to us, to sent the account to an attorney in the county of the debtor or, where none is designated, to an attorney whose name or firm appears in a law list publication approved by the American Bar Association, upon prevailing rates in the area, net to him/her. Special authorization is required to file suit, compromise or grant an extension.
6. We agree to provide an itemized statement of the debtors account and will forward to you any correspondence received and/or advise you of any communication from or with the debtor.
7. We agree to report all payments received immediately to NACM in order to reflect the accurate balance at all times.

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

**For Office Use Only**

Approval \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_