



THE LAW OFFICES OF
LESLIE H. TAYNE, P.C.

150 Broadhollow Road, Suite 213
Melville, New York 11747
Tel: (631) 470-8204 Fax: (631) 470-8211
www.attorney-newyork.com

APPLICATION
(please print clearly)

Applicant Name: _____ Social Security #. _____

Co-Applicant Name: _____ Social Security # _____

Address: _____

City: _____ State: _____ Zip Code: _____

Co-Applicant address: (If different from Applicant address) _____

City: _____ State: _____ Zip Code: _____

Applicant Home Tel #: _____ Co-Applicant Home #. _____

Applicant Work Tel. #: _____ Co-Applicant Work #. _____

Applicant Cell Phone #: _____ Co-Applicant Cell #. _____

Applicant Email Address: _____ Co-Applicant email Address: _____

Applicant Best Place to contact you: (circle one) Home Work Cell Email

Applicant Best Time to contact you: (circle one) 9-12 am est. 12-3 pm est. 3-6 pm est.

Co- Applicant Best Place to contact you: (circle one) Home Work Cell Email

Co-Applicant Best Time to contact you: (circle one) 9-12 am est. 12-3 pm est. 3-6 pm est.

Today's Date: _____

Applicant Signature: _____ Co-Applicant Signature: _____

***Please note that if there is any change to any of the above information the new information must be given to client relations either through email, phone or fax immediately.*



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Debt Program Services Agreement

1. The Office shall act as a third party intermediary between you and your creditors and for the expressed purpose of eliminating your unsecured debt over a period of time through settlement or resolution. This office is not a credit repair agency and this agreement is not for legal services.
2. You have agreed to put aside \$ (fill in amount) _____ each month. The first payment is on or before (date) _____, 2010 and with each following payment to be made on the (Date: choose 15th or 30th) _____ day of each month until completion of the final resolution of your last account to be serviced by this office.
3. The Office will automatically withdraw each month by electronic or similar methods from the bank account you have provided to us the amount as stated above in paragraph 2, unless it is otherwise agreed by the Office that you will mail a money order for the payment each month so that it is received by the Office on or before the date listed in paragraph 2.
4. Any change to paragraphs 2 and/or 3 above must be received in writing from you at least five (5) business days prior to the transaction date, otherwise the Office cannot guarantee the requested change will take effect and/or a fee will be incurred.
5. The funds will be maintained in an FDIC insured bank account and labeled by the Office with your name and maintained by the Office. This may include a non interest bearing trust bank account for your benefit and/or a bank account set up in your name. Funds will be withdrawn from this account in the amount stated above or in a different amount as provided by you in writing to this office for the purposes of paying your unsecured debts and/or for services provided by this office as agreed to in this agreement.
6. Upon completion of the program you may be entitled to a refund of remaining funds in the trust account less any fees owed to creditors and/or the Office within 60 business days of same. The first two month's payment into the program are retained by the Office and upon the final resolution of the accounts placed with this office with your application as part of the "Jump Start" incentive program you will receive all settled in full documents to prove your accounts placed with this office have been resolved completely.

Initials



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7. You will not be required to send additional funds monthly or otherwise other than what is stated in paragraph 2 above. You will **not** be billed for services as a current client or after the program if you have successfully completed. The Office earns fees when an oral or written resolution is made on one or more of your accounts. The fees for settlement or resolution of any account will taken from funds already in house only after a settlement with a creditor has been negotiated and are equal to thirty nine percent of the savings on each account. If a payoff of the current full balance is made the fee shall be ten percent of the current balance of the debt owed. In any event the minimum fee is five hundred dollars an account. An annual one time banking service expenditure for deposits and creditor payments is included in your monthly payment and thus *you will not have to send any more money a month* other than the amount stated in paragraph 2 above. You are encouraged to send additional funds at anytime during the program and may be requested to do so during particular times of the program. However your *payment responsibility is **only** the predetermined monthly* payment as stated in paragraph “2” above.
8. The Office and its staff will utilize their best efforts in resolving the accounts in order to reduce the balance currently owed on the debt. The Office may transmit electronically through facsimile or email any authorizations and/or your information to your creditor(s). Court appearances will not be made by the Office or its attorneys on your behalf unless separately agreed to in an appearance retainer even though legal collection documents may be reviewed. A specific result cannot be guaranteed. The Office has not been retained for any other purpose express or implied.
9. The Office shall be held harmless by you or anyone acting for you for any activity outside the scope or terms of the program The Office reserves the right to cease activity on a file and/or terminate services at any time for failure to meet any aspect of this agreement and a fee may be imposed. This includes payment schedule, creditor contact or payment. Written notification will be mailed regular mail. Any change or cancellation of the program will void the Jump Start aspect of the program. Ten percent of the debt owed at the time of termination or one payment for each account removed prior to resolution of that account by this office is imposed as a withdrawal fee. The Office may review and/or report to a credit reporting agency during and/or after termination of services.

initials



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- 10. In order to assist in success of these services you it is very important that you provide this office with any and all requested information in a timely manner in order to effectively resolve your accounts. The Office reserves the right to accept, reject or otherwise enter into any resolution of the debt placed with this office. You may request information on a resolution at anytime by contacting the office.
- 11. The parties herein acknowledge and agree that this agreement shall be governed and interpreted by the laws of the State of New York. The Law Office is a New York Professional Corporation. Should any dispute arise regarding fees which cannot amicably be resolved, either party may seek mediation or arbitration pursuant to the New York State Fee Dispute Resolution Program [22N.Y.C.R.R. sec. 137] with the Suffolk County Bar Association, In the event that any one paragraph or sentence is severable the entire agreement shall remain in full force and effect and binding on each party. The Office reserves the right to make changes to the program and the office will send written notification to you anytime a change is made. All notices from you to this office must be sent in writing to the Office by certified mail return receipt requested.

I/We, (print name) _____, have been informed all of all provisions contained herein and understand the complete services provided by the office with regard to the resolution of my unsecured debt accounts. I/We have had the opportunity to ask any questions prior to signing this agreement. I also understand that the Office is available for further questions during regular business hours Monday through Friday 9 am to 5 pm. Additional hours may be available but are not guaranteed. An appointment with an attorney may be made at any time through the Office staff. I/We understand that I/we are responsible to keep these appointments. *No fee is charged to speak with an attorney* from this Office regarding this agreement and the terms herein. I/we further understand that no one other than an attorney may provide legal advice and this agreement is not intended to provide legal advice.

Thank you for the opportunity to work with you in this matter and are honored that you have turned to us in this matter. This office strives to provide the highest quality debt services in the industry. Please keep a copy of this for your records.

Signature

Signature

Dated: _____

Dated: _____



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Debtor Authorization and Limited Power of Attorney

To:

Re:

I/We _____ authorize all necessary communications, including but not limited to phone, facsimile or other electronic correspondence for the purpose of negotiating a resolution regarding the above referenced matter and my/our account(s) with your firm or agency by The Law Offices of Leslie H. Tayne, P.C. (hereinafter 'The Firm') Leslie H. Tayne, Esq., and representatives from that firm.

All communication must be directed to the Firm and not to the undersigned. I/We instruct you to close any open accounts and suspend any privileges that may be available with those accounts. The firm is authorized to make payments and all staff of the firm may discuss any matters relating to my accounts with you or your representatives.

Please notate your systems with the above information.

Name Printed

Signature

Social Security Number

Name Printed

Signature

Social Security Number



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AUTHORIZATION AND NOTIICE FOR CHECK DRAFTING AND ELECTRONIC FUND TRANSFERS.

Member's Name: _____ S.S.#: _____

Address: _____ City: _____ St: _____ Zip: _____

Account Holder's Name (if other than member): _____

Account Holder's Address: _____

Bank Name: _____ Acct.#: _____

Bank Address: _____ Routing #: _____

I, _____, authorize The Law Offices of Leslie H. Tayne, P.C. and/or its
(Account Holder's Name Printed)
agents and assignees (hereinafter called "LHT") to withdraw from my above described bank account, by
ACH, Electronic Fund Transfer (EFT), check draft, or other applicable method to process a payment
pursuant to the terms of the agreement between LHT and _____.

(Member's Name Printed)

I authorize LHT to withdraw these funds on a continuing and recurring basis until I furnish LHT with
written confirmation revoking this authorization.

I authorize LHT to collect a fee of \$39 through an EFT from my account if the payment is returned unpaid.

I further authorize LHT to accept verbal instructions from me changing the date and amount of withdrawal
without the necessity of obtaining a superceding written authorization.

Account Holder's Signature

Date