



## **Phoenix Company Credit Repair Services** (ver. 03.10)

Thank you for contacting us regarding your credit repair needs. If you have received this information without contacting us, your broker, loan officer, or representative has asked us to contact you regarding your recent request for financing.

### **What is a Credit Score?**

A credit score is a number generated by a mathematical formula that is meant to predict credit worthiness. The most common of the credit score standards is the FICO score by Fair Isaac. The FICO score ranges from 350-850 and is intended as a predictor of whether or not you will be 90 days late on a loan obligation. Typically calculated as:

1. 35% - Payment History
2. 30% - Debt Ratio
3. 15% - Length of Credit History
4. 10% - Types of Credit
5. 10% - Number of Credit Inquiries

To maximize increases to your credit scores, we typically recommend adding trade lines to your credit files to improve your debt use ratio, #2 as listed above. For more information regarding trade lines, visit our website at [www.PhxFast.com](http://www.PhxFast.com)

### **Service Features**

- **No enrollment or initiation fees-** All fees are for service.
- **Toll Free support-**We include toll-free support as well as automated email updates at no additional cost to you.
- **Pay as you go** –Service are billed after having been performed. No Advance charges.
- **Surety Bonded Service-** We are Surety Bonded for your protection.
- **State Registered Service-** We are registered with the Secretary of State of Texas to perform the services listed herein.

### **Service Includes**

- **Unlimited Disputes-** No matter how many items we have to dispute, you will only be charged our low monthly fee. Dispute is only one of seven score improving actions.
- **Security locking-** Against unauthorized information release and promotional inquiries.
- **Goodwill interventions-** Recommended for mild late-pay accounts, this intervention leverages your fiscal relationship with your creditor in an effort to positively impact the record and reporting of your credit.
- **Debt validation-** Recommended for certain charged-off and collection accounts. This intervention affirms your Federal Consumer Protection Rights by demanding a complete accounting of the listing or its removal.
- **Cancel anytime-**We charge for our services one month at a time, only after work on your case has been completed. While we recommend retaining the services of our firm for at least 6 months, you are free to cancel the service at any time without penalty or further obligation.
- **New book by Mark Darner-** At your option, the new book **“Real Credit Repair”- The way the professionals do it!** 350 pages. Additional charges apply. Also available at [www.Amazon.com](http://www.Amazon.com)



## Program Selection

	Single	Couple
<b>First Month Service</b>	<b>\$99</b>	<b>\$149</b>
<b>Monthly Fee</b>	<b>\$49</b>	<b>\$89</b>
<b>Unlimited Disputes</b>	✓	✓
<b>Toll Free Support</b>	✓	✓
<b>Pay as you go</b>	✓	✓
<b>Cancel anytime</b>	✓	✓
<b>State Registered Company</b>	✓	✓
<b>Surety Bonded</b>	✓	✓
<b>Disputes with Equifax</b>	✓	✓
<b>Disputes with Experian</b>	✓	✓
<b>Disputes with Trans Union</b>	✓	✓
<b>Security Locking</b>	✓	✓
<b>Applied Fair Credit Reporting Act</b>	✓	✓
<b>Applied Fair Debt Collection</b>	✓	✓
<b>Debt Validation</b>	✓	✓
<b>Good will interventions</b>	✓	✓
<b>Escalated information requests</b>	✓	✓
<b>E-Book "Real Credit Repair"</b>	<b>372 pages</b>	<b>\$15</b>
<b>Paperback "Real Credit Repair"</b>	<b>350 pages</b>	<b>\$30</b>

## Initial the Program and Publications of your choice:

<i>JS</i>	Initial the box next to your selection	First Month Service Fee	Monthly Fee	Publication
	<b>Single</b>	<b>\$98</b>	<b>\$49</b>	NA
	<b>Couple</b>	<b>\$149</b>	<b>\$89</b>	NA
	<b>E-Book</b>	NA	NA	<b>\$15</b>
	<b>Paperback</b>	NA	NA	<b>\$30</b>
	<b>Credit Reports</b>	<b>Single \$35</b>	<b>Couple \$49</b>	NA

First Billing will occur upon receipt of the enrollment documents, and include fees for service, credit reports, and requested publications. Subsequent billing will be processed monthly on or about the same day after services have been rendered. By providing your own credit reports, you do not need to purchase credit reports from us. We highly recommend using our commercial reports to provide your service. E-Book and Paperback purchases will be mailed to the addresses provided on the Personal information page.



**Service Agreement**

**Services.** I understand that Phoenix Company is a dually authorized business in the State of Texas, and is fully bonded through the Great American Insurance Company located at 2424 W Missouri Ave, Phoenix Arizona, 85015. I understand this service communicates with all three credit bureaus Experian, Equifax and Trans-Union, to cause any negative credit information reported by said credit reporting agency which does not conform to requirements prescribed by law to be upgraded to a positive rating or deleted, as set forth in public law 91-508 (FAIR CREDIT REPORTING ACT).

**Guarantee.** I understand that Phoenix Company guarantees to continue to present my case through written correspondence until said information is upgraded to a positive rating or deleted according to the program authorization I have selected. Monthly billing after services have been rendered will continue until client cancels the program through written (includes email) correspondence.

**Power of Substitution.** I have this day made, constituted and appointed, and by these present do make, constitute and appoint Phoenix Company a dually organized business in the State of Texas, or their representative(s), true and lawful Representative(s) for me, and in my name, place and stead, to act on my behalf with any necessary credit reporting agency (ies) and/or creditor(s), hereby giving and granting said representative(s) full power and authority to do and perform any and all acts whatsoever requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said Representative(s) or his/their substitute shall lawfully do in the premises thereof.

**Time Frames.** I understand Phoenix Company is not responsible for, and does not control the duration of time that a credit reporting agency or creditor may take to respond. I understand that this may take several weeks or longer, Phoenix Company will continue to make efforts on behalf of the client until the service agreement is cancelled; written cancelation is required.

**Client Actions and Responsibilities.** I understand that I am responsible for obtaining and providing the consumer copy of my/our credit reports to Phoenix Company. I further understand it is my/our responsibility to notify Phoenix Company if a response is not received from a credit reporting agency and/or creditor within a reasonable period of time. I agree to defend, indemnify and hold Company and its members, managers, employees and agents harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of Company's provision of services to the Client under this agreement or the Client's breach of the Agreement, except for claims, depends, actions, liabilities, costs or damages arising out of Company's gross negligence or willful misconduct. I further agree to pay Company's reasonable attorneys' fees and costs arising from any actions or claims eligible for indemnification under this Agreement.

**Limitations.** I understand that Phoenix Company will extend its best efforts to cause negative information on my file to be deleted, corrected, clarified and/or upgraded to a positive rating to the total extent allowed by all federal regulations. I further understand Phoenix Company does not provide legal advice, financial planning, investment advice, tax advice or engage in any debt counseling or consolidation services under this agreement. Phoenix Company has no responsibility for any past, present, or future credit ratings assigned to the client by credit reporting agencies. I will consult an attorney for my legal needs.

**Payments.** I promise to pay Phoenix Company as agreed and described in the Payment Authorization (page 3) section herein. I understand there are no refunds once service has commenced. If any payments are dishonored by my bank, I agree to pay Phoenix Company a \$30.00 service charge and remit all future monies by cashier's check or money order, with payment in full of declined transactions required before any continuation of services shall occur.

I have read and understand all the above and hereby retain Phoenix Company to exercise my rights as prescribed by the Fair Credit Reporting Act (Public Law 91-508). **I further understand there are no refunds once service has commenced, and that this is a legal binding contract.** I understand Phoenix Company provides affiliate lenders personal information to purchase credit reports as directed, or pre-qualify, and contact me regarding my indicated areas of interest. I understand that if, for whatever reason, I stop making payments for any unpaid balance on this contract Phoenix Company can and will stop all services on my/our profile and nothing will be released to me. I would have to pay the balance in full by cashier's check or money order before recommencement of services. I hereby acknowledge receipt of a copy of this agreement, receipt of SEC 405 Disclosures, and receipt of a cancellation form upon signing. I agree that all representations and statements given are set forth in writing on this contract, and that no oral agreements are accepted. **'You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.'**

--	--	--

Client's Signature

Date

Spouse's Signature



Credit Repair Program Check List

**Return by Fax or E-Mail: (Pages 2-5)**

- 1) \_\_\_ Program Selection – Page 2
- 2) \_\_\_ Services Agreement – Page 3
- 3) \_\_\_ Billing Information – Page 4
- 4) \_\_\_ Personal Information –Page 5

**Include:**

- 4) \_\_\_ Copy Driver License (client & spouse if applicable)
- 5) \_\_\_ Social Security Card (client & spouse if applicable)  
 (Enlarge cards 150% for easy legibility)
- 6) \_\_\_ Utility bill showing current address
- 7) \_\_\_ Your Credit Reports or credit report purchase authorization

**Billing Information**

I/We hereby authorize the release of personal information to affiliated companies for the purpose of purchase of the credit reports on my/our behalf. This authorization expires 30 days from the date indicated below.

I certify that I am the authorized account holder for this credit card account and authorize billing for my credit repair services and / or credit reports as indicated by my signature or initials. Billing receipt will read "**TORCHWOOD, LLC**"

**Name on Card:** \_\_\_\_\_

**Visa MC AMEX Discover #** \_\_\_\_\_ -- \_\_\_\_\_ -- \_\_\_\_\_ -- \_\_\_\_\_

**EXP** \_\_\_\_\_ / \_\_\_\_\_

**CVC#** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 (3 #'s on back) (4 #'s on front Amex)

**Billing address of card:** \_\_\_\_\_

\_\_\_\_\_

**Authorized Card Holder Signature (required)**

**Date**



**Personal Information Form**

<u>Name</u>	<u>Client</u>	<u>Spouse</u>
First:	_____	_____
Middle:	_____	_____
Last:	_____	_____
Soc. Sec. No:	_____ - _____ - _____	_____ - _____ - _____
Date of Birth:	_____ / _____ / _____	_____ / _____ / _____

Present Address:

Street:	_____	_____
Apt:	_____	_____
City:	_____	_____
State/Zip:	_____	_____
County	_____	_____
How Long:	_____	_____

Phone & Email

Home:	(____) _____ - _____	(____) _____ - _____
Work:	(____) _____ - _____	(____) _____ - _____
Cell:	(____) _____ - _____	(____) _____ - _____
Fax:	(____) _____ - _____	(____) _____ - _____
Email:	_____	_____

Previous Address

Street:	_____	_____
Apt:	_____	_____
City:	_____	_____
State/Zip:	_____	_____

Other Information

Autos:                      Year                      Make                      Model                      Bank                      Monthly payment

Current Auto \_\_\_\_\_

Current Mortgage Company: \_\_\_\_\_ Monthly Payment \_\_\_\_\_

My planned use of good credit is for: \_\_\_\_\_ Mortgage \_\_\_\_\_ Auto \_\_\_\_\_ Credit Cards \_\_\_\_\_ Loans

What is your time line for your plans? \_\_\_\_\_ 1-3 \_\_\_\_\_ 4-6 \_\_\_\_\_ 7-12 months

Found Phoenix Company on: WEB / PRINT MEDIA / Referred By: \_\_\_\_\_

Have lenders contact me for: \_\_\_\_\_ Home Purchase/ REFI \_\_\_\_\_ Credit Cards \_\_\_\_\_ Auto Loans



**'Notice of Cancellation'**

'You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the service agreement contract is signed by you.

To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or any other written notice to Phoenix Company at PO BOX 568, Denton Texas, 76202 before midnight on

(\_\_\_\_\_).

Fill in date of third day after contract date in blank provided.

I hereby cancel this transaction,

(\_\_\_\_\_).

Fill in date of client agreement signature.

---

Client Signature

Date



**Phoenix Company**      **PO Box 568 Denton, Texas 76202**  
Toll Free: 888-601-3071 Phone: 214-227-9644 Fax: 512-366-9789  
[www.PhxFast.com](http://www.PhxFast.com)    [Admin@PhxFast.com](mailto:Admin@PhxFast.com)

## **SEC. 405. DISCLOSURES.**

### '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 3 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