



# CONSUMER AGREEMENT GENESIS PROGRAM

(CLEAN SWEEP)

Date: \_\_\_\_\_

**Name/Address of Applicant** (*Please Print*)

| First Name        | MI             | Last Name | Social Security Number | ər    |
|-------------------|----------------|-----------|------------------------|-------|
| Current Address:  |                |           | <u> </u>               |       |
| City:             | State: Z       | ZIP: Pho  | ne: V                  | Work: |
| Cell Phone:       | E-mail Address | s:        |                        |       |
| Previous Address: |                | City:     | State:                 | ZIP:  |
| SSN:              | DOB:           | D         | )L#:                   |       |

#### **Credit Information** (Check All That Apply)

| Charge-Offs   | Judgments     | Student Loans         |
|---------------|---------------|-----------------------|
| Child Support | Late Payments | Tax Liens             |
| Collections   | Medical Bills | Bankruptcy            |
| Evictions     | Repossession  | Date of<br>Bankruptcy |
| Foreclosure   |               |                       |

# Brief Description of Current Credit Status (100 Words or Less)

| Rate Your Credit<br>(Check one from the list below) |
|---|
| Poor:   |
| Fair:   |
| Good:   |
| Excellent:  |

## **GENESIS PROGRAM (Clean Sweep)**

The consumer attests that he or she understands and acknowledges the purpose of the Genesis Program is to target all reporting items on the consumer's credit report to determine accuracy and any unverified item may be deleted. If all items on the consumer's report are deleted, he or she understands this may return the consumer's credit worthiness to the infancy stage of credit history reporting.

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#### CONSUMER CREDIT IMPROVEMENT AGREEMENT

This is an agreement between Trinity Enterprises, LLC and \_\_\_\_\_\_. This agreement is good for a period of \_\_\_\_ months. The agreement becomes effective on \_\_\_\_\_\_\_ at which time all credit restoration services offered by Trinity Enterprises will cease. Trinity Enterprises, LLC offers credit restoration services to both consumer and commercial customers. Results vary based upon each individual's personal credit profile. Improvement may be seen as early as 60 days; however, a specific date cannot be projected or guaranteed.

A failure to pay your existing bills in a timely manner will cause this agreement to become null and void. Also, failure to meet deadlines in the credit action plan or dispute strategy will cause this agreement to become null and void. Failure to provide your credit repair specialist with updated information from your creditors, credit reporting bureaus, or other entities as requested will cause this agreement to become null and void.

There will be an additional charge to the client of \$50 for any of the following:

- Late Payments per occurrence
- Cancelled / Returned Check
- Cancelled / Returned Credit Card Charge

# **METHOD OF PAYMENT**

| Cash:                | Check Number: | Money Order: | Credit Card: |
|----------------------|---------------|--------------|--------------|
| Amount:              | Amount:       | Amount:      | Amount:      |
| Name on Credit Card: |               |              |              |
| Card Type:           | Card Number:  | Expirat      | ion:         |
| CVV:                 | Zip Code:     |              |              |

#### Initial Retainer Payment Amount: \$\_\_\_\_\_.

Does the initial retainer payment match the cost of the credit restoration package?  $\Box$  Yes  $\Box$  No **If no**, please complete the Authorization for Automatic Payment Plan for Collection of Retainer.

#### AUTHORIZATION FOR AUTOMATIC PAYMENT PLAN FOR COLLECTION OF RETAINER

I authorize Trinity Enterprises, LLC to automatically deduct the balance of my retainer on the payment plan schedule below. The balance of my retainer is \$\_\_\_\_\_.

| Payment | Date of Payment | Amount |
|---------|-----------------|--------|
| 1       |                 |        |
| 2       |                 |        |
| 3       |                 |        |

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| Payment | Date of Payment | Amount |
|---------|-----------------|--------|
| 4       |                 |        |
| 5       |                 |        |
| 6       |                 |        |
|         | Total Payments  |        |

The total payments must equal "the balance of my retainer."

The payments will be drafted from the checking and or charged to the credit card account referenced above. I understand any returned and or declined charges will be resubmitted up to two attempts. If charges are not authorized after resubmission, a retainer account will not be established and or maintained on my behalf and credit restoration services will not begin and or may be stopped until the escrow account is funded.

I understand that as services are completed and as hard costs are encumbered, my escrow account will be charged. At the completion of all services, the balance, if any, of the escrow account will be refunded to me.

If my account remains unpaid after 60 days, I understand it may be forwarded to collections.

## SCHEDULE OF SERVICES AND FEES

I understand that my escrow account will be charged for the services referenced below as the services are rendered.

| Service                                      | Fee                   | Deemed Rendered   |
|--|-----------------------|---|
| Credit Report                                | \$45.00               | During client on-boarding and shared with client  |
| Credit Research and Reporting                | \$100.00              | A scrub of the dark web was completed for evidence<br>of identity theft and or activity using the client's<br>personal information (e.g., name, e-mail, phone<br>number, etc.), document review (e.g., bankruptcy,      |
|  |                       | letters from creditors), review of customer supplied<br>documents for identity verification, and or a search of<br>the clerk of the court records.  |
| Credit Report Review and Plan<br>Development | \$75.00               | During client on-boarding after initial phone<br>consultation to determine client goals, timeframe,<br>and budget   |
| Account Setup                                | \$50.00               | Client profile created, plan entered, and plan initiation with processors   |
| Supplemental Credit Education                | \$100.00              | After onboarding, clients receive credit educational communications. Anytime during the contract period, clients may setup consultations with a credit coach for an in-depth review.                                    |
| Materials Costs                              | Monthly @<br>\$25     | Forms, envelopes, printed letters, stamps, etc.<br>prorated across processing rounds. Generally, client<br>file experiences two-to-three rounds.  |
| Monthly Maintenance                          | monthly @<br>\$50 ea. | Review client credit monitoring to develop breakdown<br>and monitor progress of plan and conduct monthly<br>client communication to review results and discuss<br>next steps. The initial communication will be a phone |

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| Service                   | Fee          | Deemed Rendered   |
|---------------------------|--------------|---|
| Credit Restoration: Clean | Balance of   | call. If phone is unsuccessful, a second attempt will<br>be made via e-mail. If client agrees, monthly<br>maintenance will be electronic for the duration of the<br>contract.<br>If 80% of plan is completed, TEP earns 100% of   |
| Sweep                     | Retainer, if | Credit Restoration: Clean Sweep fee.  |
|                           | earned       | The sliding scale for retainer earned is:   |
|                           |              | 70-79%: 90% of Credit Restoration: Clean Sweep fee<br>60-69%: 80% of Credit Restoration: Clean Sweep fee<br>50-59%: 70% of Credit Restoration: Clean Sweep fee<br>40-49%: 60% of Credit Restoration: Clean Sweep fee<br>30-39%: 50% of Credit Restoration: Clean Sweep fee<br>20-29%: 40% of Credit Restoration: Clean Sweep fee<br>10-19%: 30% of Credit Restoration: Clean Sweep fee<br>01-09%: 20% of Credit Restoration: Clean Sweep fee<br>0%: 0% of Credit Restoration: Clean Sweep fee |
|                           |              | If 81-100% of plan is completed, TEP has exceeded<br>industry standard and retainer. Hence, the services<br>rendered are greater than the retainer. <b>The client</b><br><b>will NOT be charged an additional fee.</b>  |

#### EARLY TERMINATION OF SERVICES

If the consumer terminates services after the five-day buyer's remorse period and more than 30 days before the contract end-date, a \$50.00 reconciliation fee will be charged to bring the consumer's account to a close and reconcile services provided against retainer available.

#### AUTHORIZATION TO RELEASE INFORMATION

I authorize Trinity Enterprises, LLC to obtain information regarding my credit file. I understand that any information obtained will be used by Trinity Enterprises, LLC and its agents, employees to attempt to improve my credit and will be kept confidential. I further authorize Trinity Enterprises, LLC to make changes on my credit file without prior notice during the time of this agreement.

## SERVICE DISCLAIMER

TEP services focus on the deletion of incorrect, negative items on your credit history. TEP cannot guarantee a specific point increase in your credit score calculated and provided by the credit bureaus.

Services are on a retainer basis, and Trinity Enterprises, LLC collects payment against retainer deposit after each service is rendered (i.e.: initial consultation, plan development, processing, postage, etc.).

In order for Trinity Enterprises, LLC (TEP) to provide optimal services, occasionally, TEP will need to share client information with lenders, realtors, and other third party entities and correspond (e.g., via e-mail, facsimile, phone, or written letter) with mortgage brokers and the referring source. By signing this consumer application, the consumer gives TEP the authority to share information with lenders, realtors, and other third party entities and correspond (e.g., via e-mail, facsimile, phone, or written letter) with mortgage brokers and the referring source. By signing this consumer third party entities and correspond (e.g., via e-mail, facsimile, phone, or written letter) with mortgage brokers and the referring source as TEP deems necessary to provide credit restoration services.

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# **GENESIS PROGRAM**

Moreover, by signing this consumer application, the consumer gives Trinity Enterprises, LLC (TEP) the authority to share the results and successes of services provided by TEP to mortgage brokers, referring source, lenders, and other third party entities that TEP deems necessary in providing services.

#### CONSUMER SERVICE ACKNOWLEDGE

The consumer understands that he or she has retained TEP for credit restoration services. It is advised that the consumer shall not add or remove disputes to his or her credit file while TEP is performing credit restoration services. If changes are made by the consumer during his or her six-month contract with TEP, said changes shall be counted as work TEP has done because there is no way to tell who requested the removal.

Printed Name of Applicant

SIGN

SIGN

Signature of Applicant

Date of Applicant's Signature

#### DISPUTE RESOLUTION, RELEASE OF INFORMATION, AND MEDIATION CLAUSE

If the consumer is dissatisfied with TEP services and a breakdown comparison of services performed has been provided and the consumer continues to be dissatisfied, the consumer agrees to settle the dispute in mediation.

The consumers understands that if he or she has a complaint with TEP and files a complaint with a third party (e.g., media, Better Business Bureau, financial institutions, etc.), the consumer gives TEP permission to communicate—in writing, verbal, etc.—with the third party regarding any information in the consumer file with TEP. This clause serves as a general release of information of the consumer's information upon contact initiated by the third party on the consumer's behalf.

Printed Name of Applicant

Signature of Applicant

Date of Applicant's Signature

#### BANKRUPTCY

Have you gone bankrupt in the last five years? () Yes () No

If yes, give date of assignment: \_\_\_\_\_.

#### **CLIENT RESPONSIBILTY**

The client shall fulfill his or her responsibilities while in the Genesis Program. The client responsibilities are:

- a. maintain credit monitoring and provide access credentials to TEP,
- b. provide TEP within five days of receipt communications from creditors and credit bureaus,
- c. pay current creditors on-time,
- d. not to add new negative items to credit report,

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- e. not to apply for new credit or cause inquiries, and
- f. provide TEP with any documentation available or needed to complete Genesis Program services.

## **REMOVAL OF NEGATIVE ITEMS AND EFFECT ON CREDIT SCORE**

Removal of negative items **may** cause an initial drop in credit scores because of the removal of history. It takes approximately 60 days of **positive** recording of **remaining items on credit report** to see the increase in scores from the deletion of negative items. This occurs because negative items carry a component of positive recording (e.g., age).

#### **CREDIT REPORT**

(Select One)

| Initial | I will provide Trinity Enterprises with a copy of my credit report for each credit bureau (Equifax,   |
|---------|---|
|         | Experian and Transunion). I understand no work will begin until I have provided Trinity               |
|         | Enterprises with all three credit reports. In the event that I fail to provide this information after |
|         | 10 days, the relationship shall cease, and I will owe a cancellation fee of \$50.00.                  |

Initial I would like for Trinity Enterprises to acquire my credit report from Equifax, Experian and Transunion. I understand that there is a \$45.00 nonrefundable fee.

### CREDIT REPORT ACKNOWLEDGEMENT

I, \_\_\_\_\_\_, have requested Trinity Enterprises to acquire my credit reports. Trinity Enterprises' credit report services are provided by **"Universal Credit Services"** and **"US Tenant Reports.**" By signing below, I acknowledge that it has been explained to me that this credit inquiry to acquire my credit reports will appear as **"UCS," "Universal Credit Services," "US Tenant Reports," "Xactus," or "Xactus Tenant."** 

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to repair damaged credit. Furthermore, I hereby authorize creditors, financial institutions, and credit reporting agencies to release information to Trinity Enterprises, LLC to verify the information contained herein and repair my credit.

Printed Name of Applicant

Signature of Applicant

SIGN

Date of Applicant's Signature

#### 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 bureaus 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 inaccurate, negative information from your report 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 denied credit, employment, insurance, or rental dwelling because of information in your credit report within the proceeding 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

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# **GENESIS PROGRAM**



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 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 contact: The Public Reference Branch, Federal Trade Commission, Washington, D.C. 20580. Our fees include paper, ink, internet, supplies, credit reports, forms, all phone calls, stamps and education on re-building your credit so you will have the maximum results. There shall be no other charges.

## CONNECTICUT CONSUMER ASSURANCES AND FAIR CREDIT REPORTING ACT NOTICE

- You have a right to obtain a copy of your credit file from a credit rating agency. You may be charged a reasonable fee not exceeding five dollars for your first request in 12 months or seven dollars and fifty cents for any subsequent request in that same 12-month period. 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 rating agency must provide someone to help you interpret the information in your credit file.
- You have a right to dispute inaccurate information by contacting the credit rating agency directly. However, neither you nor any credit repair company or credit service organization has the right to have accurate, current, and verifiable information removed from your credit report. Under the federal Fair Credit Reporting Act, the credit rating agency must remove accurate, negative information from your report only if it is more than seven years old. Bankruptcy information can be reported for 10 years.
- If you have notified a credit rating agency in writing that you dispute the accuracy of information in your file, the credit rating agency must then, within 30 business days, reinvestigate and modify or remove inaccurate information. If you provide additional information to the credit rating agency, the agency may extend this time period by 15 business days. The credit rating agency shall provide you with a toll-free telephone number to use in resolving the dispute.
- The credit rating agency may not charge a fee for this service. Any pertinent information and copies of all documents you
  have concerning an error should be given to the credit rating agency.
- If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit rating agency to keep in your file, explaining why you think the record is inaccurate. The credit rating agency must include your statement about disputed information in a report it issues about you.
- You have a right to receive a record of all inquiries relating to a credit transaction initiated in 12 months preceding your
  request which resulted in the provision of a credit report.
- You may request in writing that the information contained in your file not be provided to a third party for marketing purposes.
- If you have reviewed your credit report with the credit rating agency and are dissatisfied, you may contact the Connecticut
  Department of Banking. You have a right to bring civil action against anyone who knowingly or willfully misuses file data or
  improperly obtains access to your file.

# SERVICE NOT AVAILABLE

TEP does not provide service to consumers residing in the State of Minnesota. By signing this agreement, the consumer attest that he or she does not reside in the State of Minnesota. In addition, the consumer understands that if he or she relocates to the State of Minnesota while under this agreement, this agreement will become null and void and the consumer forfeits the right to a refund of his or her escrow account (i.e., remaining retainer).

# **CONSUMER AGREES**

▶ 1. REFUND POLICY: You agree that you are entitled to a refund of some or all of your retainer if, after remaining a "client in good standing" with Trinity Enterprises, LLC while under this agreement the retainer and refund reconciliation renders a positive net retainer earned: Total RETAINER paid

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# **GENESIS PROGRAM**



to Trinity Enterprises, LLC minus the service fees and credit restoration yielded from the Genesis Program. If the net retainer earned is a positive number, this number is the amount you will receive as a refund of the retainer. If the net retainer earned is a negative number, no refund will be issued (you have received services greater than what you have paid for).

- 2. You agree to send Trinity Enterprises, LLC copies of your credit reports from all three major credit bureaus (Experian, Equifax and Trans-Union) upon signing up. Also, you also agree to send updated copies of your credit reports as they are received while you are a client of Trinity Enterprises, LLC. In addition, you agree to forward all correspondence received from the credit bureau or creditors to Trinity Enterprises, LLC. You understand that these items are required for TEP to provide services.
- 3. \*\*\*IMPORTANT\*\*\* CREDIT MONITORING: In addition, your signature indicates Trinity Enterprises, LLC has explained the importance and requirement of registering with the credit monitoring service provider suggested by Trinity Enterprises, LLC based on your credit needs at the 30-45 day mark. This is to check the status of your progress with the bureaus and to continue monitoring your credit every 30 days. Moreover, you understand that the monthly monitoring fee may range from \$21.99 to \$29.95 and is paid directly to the credit monitoring service provider to track the success of the services provided by Trinity Enterprises, LLC. If you do not have internet access, Trinity Enterprises, LLC has a third party that can pull the credit report for an additional fee.

Printed Name of Applicant

SIGN Signature of Applicant

Date of Applicant's Signature

- 4. CANCELATION POLICY: You understand that you may cancel this agreement for any reason without any penalty or obligation provided cancellation occurs before midnight of the fifth business day after you sign this agreement and became a client of Trinity Enterprises, LLC. Cancelation must be communicated in writing to Trinity Enterprises, LLC, 1870 Aloma Avenue Suite 200, Winter FL 32789 with signature by sending Park, or an e-mail а to customerservice@trinityenterprisesllc.com. The cancelation must include your name, client number or social security number, and reason for canceling.
- 5. In addition you grant a limited Power of Authority to Trinity Enterprises, LLC for the following: Request credit reports on my behalf, challenge and verify various information points on my credit report(s), and contact and confer with creditors on my behalf, as needed.
- 6. Last, you understand this process may require your signature on the letters sent to the Credit Bureaus, which you fully authorize Trinity Enterprises, LLC to sign on your behalf. Also, you understand that the process may take, by nature of the FCRA, 30 90 days and no longer than time period expressed in this agreement, of which there will be no charge above and beyond the fees referenced in this agreement, regardless of the additional work necessary to ensure maximum results.

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#### HOLD HARMLESS AGREEMENT AND AFFILIATE/PARTNER COMPANY DISCLAIMER

Trinity Enterprises, LLC is not responsible or directly affiliated with the companies who provide "lines of credit." Furthermore, Trinity Enterprises has no control over the approval and or denial of credit. Though the companies providing the lines of credit have been tested, and proven to be effective, with previous clients, Trinity Enterprises, LLC is not liable for individual results. Should any concerns arise from the relationship with the company providing the line of credit, these concerns should be handled directly with the company providing the line of credit.

By signing below, I understand that establishing a line of credit with a company is a "best practices" strategy recommended by Trinity Enterprises; and Trinity Enterprises cannot guarantee a certain credit score increase by establishing lines of credit.

SIGN

Printed Name of Applicant

Signature of Applicant

Date of Applicant's Signature

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