



# GENESIS PROGRAM

## CONSUMER AGREEMENT GENESIS PROGRAM

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

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

|                   |        |           |                        |
|-------------------|--------|-----------|------------------------|
| First Name        | MI     | Last Name | Social Security Number |
| Current Address:  |        |           |                        |
| City:             | State: | ZIP:      | Phone:                 |
| E-mail Address:   |        |           | DOB:                   |
| Previous Address: |        | City:     | State: ZIP:            |

### 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 Bankruptcy |  |
| Foreclosure   |  |               |  |                    |  |

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

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

### GENESIS PROGRAM

The consumer attests that he or she understands and acknowledges the purpose of the Genesis Program is to target specified negative 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.

### CONSUMER CREDIT IMPROVEMENT AGREEMENT

➡ This is an agreement between Trinity Enterprises Partners, LLC (Trinity Enterprises, LLC or TEP), which is located at 1870 Aloma Avenue, Suite 200, Winter Park, FL 32789, and

\_\_\_\_\_. This agreement is good for a period of \_\_\_\_ months. The agreement becomes effective on \_\_\_\_\_ until

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\_\_\_\_\_ 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.**

The charge for credit restoration services is \_\_\_\_\_ **dollars and zero cents (\$ . )**. All postage expenses are included in the charge for credit repair services while this agreement is in effect. The client is responsible for any expenses associated with retrieval of credit reports. There shall be no other charge to the client. See attached Fee Schedule for all applicable charges.

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:<br>Amount:     | Check Number:<br>Amount: | Money Order:<br>Amount: | Credit Card:<br>Amount: |
| Name on Credit Card: |                          |                         |                         |
| Card Type:           | Card Number:             | Expiration:             |                         |
| CVV:                 | Zip Code:                |                         |                         |

**Disclaimer of Technology Convenience Fee:** To maintain high-quality credit restoration services, TEP assesses a technology convenience fee to accommodate the use of additional forms of payment and technology to provide services. The technology convenience fee is 4.75%. **This fee is nonrefundable.** TEP accepts cash and card payments. The technology convenience fee can be waived if you pay with cash or cash equivalent payments such as Zelle, Venmo, cash, money orders, cashier's checks, and checks.

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

Does the initial retainer payment match the cost of the credit restoration package? ☐ Yes ☐ 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 \$\_\_\_\_\_.\_\_\_\_\_.

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| Payment        | Date of Payment | Amount |
|----------------|-----------------|--------|
| 1              |                 |        |
| 2              |                 |        |
| 3              |                 |        |
| 4              |                 |        |
| Total Payments |                 |        |

*Note.* 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 Research and Reporting                 | \$100.00                       | A scrub of the dark web was completed for evidence of identity theft and or activity using the client's personal information (e.g., name, e-mail, phone number, etc.), document review (e.g., bankruptcy, letters from creditors), review of customer supplied documents for identity verification, and or a search of the clerk of the court records.                              |
| Credit Report Review and Plan Development     | \$75.00                        | During client on-boarding after initial phone consultation to determine client goals, timeframe, 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 @ \$25                 | Forms, envelopes, printed letters, stamps, etc. prorated across processing rounds. Generally, client file experiences two-to-three rounds.                                                                                                                                                                                                                                          |
| Monthly Maintenance                           | monthly @ \$50 ea.             | Review client credit monitoring to develop breakdown and monitor progress of plan and conduct monthly client communication to review results and discuss next steps. The initial communication will be a phone call. If phone is unsuccessful, a second attempt will be made via e-mail. If client agrees, monthly maintenance will be electronic for the duration of the contract. |
| Credit Restoration: Scope of Work (Deletions) | Balance of Retainer, if earned | If 80% of the plan is completed, TEP earns 100% of Credit Restoration: Scope of Work Deletion fee. The sliding scale for retainer earned is:<br><br>70-79%: 90% of Credit Restoration: Scope of Work Deletion Fee                                                                                                                                                                   |

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| Service | Fee | Deemed Rendered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |     | 60-69%: 80% of Credit Restoration: Scope of Work Deletion Fee<br>50-59%: 70% of Credit Restoration: Scope of Work Deletion Fee<br>40-49%: 60% of Credit Restoration: Scope of Work Deletion Fee<br>30-39%: 50% of Credit Restoration: Scope of Work Deletion Fee<br>20-29%: 40% of Credit Restoration: Scope of Work Deletion Fee<br>10-19%: 30% of Credit Restoration: Scope of Work Deletion Fee<br>01-09%: 20% of Credit Restoration: Scope of Work Deletion Fee<br>0%: 0% of Credit Restoration: Scope of Work Deletion Fee<br><br>If 81-100% of plan is completed, TEP has exceeded industry standard and retainer. Hence, the services rendered are greater than the retainer. <b>The client 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 and employees to attempt to provide credit restoration services and will be kept confidential. I further authorize Trinity Enterprises, LLC to make changes to 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.).

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 as TEP deems necessary to provide credit restoration services. 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.

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## 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

\_\_\_\_\_  
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 RESPONSIBILITY

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

- maintain credit monitoring and provide access credentials to TEP,
- provide TEP within five days of receipt communications from creditors and credit bureaus,
- pay current creditors on-time,
- not to add new negative items to credit report,
- not to apply for new credit or cause inquiries, and
- 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). TEP does not guarantee the removal, deletion, or updating of a certain account on a consumer's credit report.

## 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. If I fail to provide this information after 10 days, the relationship shall cease, and I will owe a cancellation fee of \$50.00. |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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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

SIGN

Signature of Applicant

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 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 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.

## BUYER'S INFORMATION STATEMENT

As a buyer, the client has the right to review any file on the buyer maintained by any consumer reporting agency, as provided under the Federal Fair Credit Reporting Act, 15 U.S.C. ss. 1681-1681t. The buyer may review his or her consumer reporting agency file at no charge if a request is made to the consumer reporting agency within 30 days after receiving notice that credit has been denied. The approximate price the buyer will be charged by the consumer reporting agency to review his or her consumer reporting agency file is based on the current rate published by the consumer reporting agency. The buyer has the right to dispute directly with a consumer reporting agency the completeness or accuracy of any item contained in any file on the buyer maintained by the consumer reporting agency. Accurate information cannot be permanently removed from the file of a consumer reporting agency.

## 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.

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- 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 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. **WARRANTY:** Trinity Enterprises, LLC warrants its work in deletions. You agree to send Trinity Enterprises, LLC copies of your credit reports as they are updated from the three major credit bureaus (i.e., Experian, Equifax, and TransUnion) while you are a client of Trinity Enterprises, LLC. In addition, you agree to forward all correspondence received from the credit bureaus or creditors to Trinity Enterprises, LLC. You understand that these items are required for TEP to provide services and document your warranty benefits if a deleted item is reposted to your credit report.
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 \$39.99 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.

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SIGN

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date of Applicant's Signature

4. **NOTICE OF CANCELLATION:** You may cancel this contract, without any penalty or obligation, within 5 days from the date the contract is signed. If you cancel any payment made by you under this contract, it will be returned within 10 days following receipt by the credit service organization of your cancellation notice. To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or any other written notice to:

Trinity Enterprises, LLC at 1870 Aloma Avenue Suite 200 Winter Park FL 32789, not later than midnight on the fifth day (date).

I hereby cancel this transaction (date).

\_\_\_\_\_  
(purchaser's signature)

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.

## 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 at the consumer's expense. **Attorneys' Fees:** In the event of a claim being brought to enforce rights under this contract or dispute of the services and products governed by this contract, the prevailing party shall be entitled to recover its costs and expenses, including but not limited to reasonable attorneys' fees, incurred in the event of breach of this contract.

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. Also, if a client initiates a payment dispute (i.e., a chargeback) without doing the early termination, cancelation, or dispute resolution process and TEP prevails, the client will be charged a \$100.00 chargeback fee. 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.

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To ensure delivery of formal complaints, the name and address of the registered agent is:

Cheryl Hinnant-Green  
Registered Agent  
Trinity Enterprises Partners, LLC  
1870 Aloma Avenue, Suite 200  
Winter Park FL 32789

\_\_\_\_\_  
Printed Name of Applicant

 SIGN

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date of Applicant's Signature

## HOLD HARMLESS AGREEMENT AND AFFILIATE/PARTNER COMPANY DISCLAIMER

By signing this agreement, the client agrees to hold Trinity Enterprises, LLC harmless from liability for potential losses or damages from information provided by the client. The consumer understands that he or she has the right to proceed against the surety bond or trust account required under F.S. 817.7005. The name and address of the surety company which issued the bond is Hartford Fire Insurance Company (One Hartford Plaza Hartford CT 06155).

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.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
TEP Print Name

 SIGN

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
TEP Signature

\_\_\_\_\_  
Date of Applicant's Signature

\_\_\_\_\_  
TEP Date

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