



State of Utah

Department of Commerce
Division of Consumer Protection

DEBT-MANAGEMENT SERVICES PERMIT APPLICATION FORM

Annual Application Fee \$250.00 (Non-refundable)

Applicant's Name

Date of Application

OFFICE USE ONLY

Date Issued: _____

Permit Number: _____

Approved: _____

Denied: _____

Expiration: _____

Please indicate whether this is an application for an initial or renewal registration:

INITIAL APPLICATION

RENEWAL APPLICATION

If you have any questions please refer to the application instruction manual or contact the
Division of Consumer Protection at (801) 530-6601.

Please make application fee check or money order payable to **State of Utah**.

Please return the completed application form to:

Department of Commerce
Division of Consumer Protection
160 East 300 South
Box 146704
Salt Lake City, Utah 84114-6704

All information in this application is open to public inspection except the information
disclosed in item numbers 12, 13 & 19 and Documents Attached 2 & 6.

For additional information regarding the Uniform Debt-Management Services Act please
refer to Utah Code Ann. § 13-42.

May 2009

Required Applicant Information

Please provide supplementary pages if the space on this application is not adequate.

1. Applicant's Name: _____

2. Other names under which the applicant conducts business:

3. Applicant's Street Address:

Street

City

State

Zip Code

4. Telephone Number: _____ Facsimile Number: _____

5. Electronic-Mail Address: _____

6. Applicant's website or web address homepage: _____

Address of webpage listing applicant's name and all other names under which the applicant is conducting business:

Address of webpage listing the applicant's principle business address, phone number, and email address:

Address of webpage listing the names of the applicant's principle officers:

7. Applicant's Toll-Free Phone Number: _____

8. Applicant's Contact Person:

Name

Mailing Address: Street

City

State

Zip Code

Telephone Number

Facsimile Number

Name: _____

Home Address: _____

Street

City

State

Zip Code

Name: _____

Home Address: _____

Street

City

State

Zip Code

13. State the amount of compensation of the applicant's five most highly compensated employees for each of the three years immediately preceding the application:

14. List the names and addresses of all employers of each director during the ten years immediately preceding the application:

Name

Address

15. Identify every jurisdiction in which, during the previous five years [you may answer both or only one of the following]:

A. The applicant, as an entity, or any officers or directors, acting as an individual or an employee of an entity, has been licensed or registered to provide debt-management services.

B. Clients have resided when they have received debt-management services from the applicant.

16. Describe any ownership interest of at least 10% by a director, owner, or employee of the applicant in:

A. Any affiliate of the applicant.

B. Any entity or any individual that provides products or services to the applicant relating to the applicant's debt-management services.

17. List the identity of each director who is an affiliate of the applicant:

18. If the applicant is an exempt 501(c)(3) organization, are more than 25% of the company's directors affiliates of the company?

Yes No

19. With respect to the trust accounts the applicant has established for the purpose of holding clients' money:

A. Identify all trust accounts where client money is to be held prior to distribution to creditors of the clients.

Bank Name	Address	Routing Number	Account Number

B. Identify every officer, employee, or agent of the applicant who is authorized to access the trust accounts listed above.

Name:

Title:

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20. Provide a description of the compensation debt-management counselors will receive, including pay scale, hourly wages, bonuses, commissions, if any, and the method for determining bonuses and commissions.

21. Has the applicant or any of its officers, directors, owners, or agents or any person who is authorized to have access to the required trust accounts been the subject of any material civil or criminal judgment or litigation or any material administrative enforcement action by a governmental agency in any jurisdiction?

Yes No

If “yes,” please explain in detail, including the nature of the proceeding, date, location and current status. Attach a certified copy of the order.

22. Provide a description of the three most commonly used educational programs that the applicant provides or intends to provide.

23. Provide a description of the applicant’s financial analysis and initial budget plan, including any electronic model, used to evaluate the financial condition of a potential client.

24. If this is a renewal application, please disclose the total amount of money received by the applicant pursuant to plans during the preceding 12 months from or on behalf of clients who reside in the State of Utah **and** the total amount of money distributed to creditors of those individuals during the same period.

Receipts: _____

Disbursements: _____

25. If this is a renewal application, please disclose, to the best of your knowledge, the highest single day bank account balance during the preceding 6 months pursuant to plans by or on behalf of clients who reside in the State of Utah and with whom the applicant has agreements.

26. By signing this application, the applicant

- affirms under penalty of perjury that this application is complete and not misleading;
- agrees to notify the Division of Consumer Protection within ten (10) days in the event the information contained within this application changes, becomes outdated, or is found to be incorrect;
- consents to the jurisdiction of the State of Utah, the Utah Department of Commerce, and the Division of Consumer Protection; and
- authorizes the Division of Consumer Protection to review and examine the trust accounts identified in Item 19 of this application.

Dated: _____

Applicant's Authorized Representative: _____

Title: _____

Bond No. _____

(Surety's Name)

(Surety's Address and Telephone No.)

SURETY BOND

1. KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as Principal, and _____ a corporation of the State of _____ having its principal office at _____ duly licensed with the Utah Department of Insurance, as Surety, are held and firmly bound to the Division of Consumer Protection of the Department of Commerce of the State of Utah in the sum of _____ Dollars (\$ _____), for the payment of which said Principal and Surety hereby bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, to pay said sum.

2. THE CONDITIONS OF THIS BOND are such that the Principal, _____, seeks to obtain a license from or registration with, the Division of Consumer Protection, State of Utah, to carry on business as _____. That business is subject to the laws of the State of Utah and the administrative rules adopted thereunder.

3. THEREFORE, if the Principal, [Registrant], shall during the period beginning on _____ day of _____, 20__ and ending on _____ day of _____, 20 __, faithfully observe and honestly comply with the provisions of all statutes and rules of Utah law applicable to the Principal's business, and shall indemnify the Division of Consumer Protection and all consumers as set forth in those laws, then this obligation shall become void and of no effect, otherwise to remain in full force and effect.

4. IT IS UNDERSTOOD AND AGREED that this bond may be renewed from year to year by continuation certificate executed by said Surety, and that regardless of the number of years this bond remains in effect or the number of times it is renewed, in no event shall the Surety be liable for an amount exceeding the sum set forth above. It is also understood and agreed that the Surety may at any time, with thirty days written notice to the Division of Consumer Protection, terminate its liability herein, except that the Surety shall be liable for any losses occurring while this bond is in full force and effect.

SIGNED AND DATED this _____ day of _____, 20_____.

(Type or Print Surety's Name)
By: _____
Its:

(Type or Print Principal's Name)
By: _____
Its:

Documents To Attach

Please number the attachments according to the corresponding item number below and place them in numerical order. Include with the application a copy of each of the following documents:

1. A copy of any and all power of attorney agreements the applicant will have clients execute.
2. If this is an initial application, a copy of the applicant's financial statement, audited by an accountant licensed to conduct audits, for each of the two years immediately preceding the application. If this is a renewal application, a copy of the applicant's financial statement, audited by an accountant licensed to conduct audits, for the applicant's fiscal year immediately preceding the application.
3. Evidence of accreditation by an independent accrediting organization approved by the Utah State Division of Consumer Protection. See Approved Accreditation Programs and Organizations on page 11 of the instructions for further details.
4. Evidence that within 12 months after initial employment, each of the applicant's counselors become certified as a debt-management counselors. See Approved Credit Counselor Certification Programs and Organizations on page 11 of the instructions for further details.
5. A schedule of fees and charges the applicant will use with clients and prospective clients who reside in Utah.
6. The results of a criminal records check, including fingerprints, conducted within the immediately preceding 12 months, covering every officer, employee, or agent of the applicant who is authorized to have access to the trust account(s) identified in Item 19 of the application. **If this is a renewal application, the Criminal Records Affidavit, signed and notarized, must be submitted for every officer, employee, or agent of the applicant who is authorized to have access to the trust account(s) identified in item #19 of the application and has submitted fingerprint cards and background checks in a previous application.**
7. Evidence of a surety bond or appropriate substitute in the amount of \$100,000 that runs to or is payable to the state of Utah and to clients who reside in Utah when they agree to receive debt-management services from the applicant.
8. If this is an initial application, attach evidence of insurance in the amount of \$250,000; (i) against the risks of dishonesty, fraud, theft, and other misconduct on the part of the applicant or a director, employee, or agent of the applicant; (ii) issued by an insurance company authorized to do business in the State of Utah and **rated at least A** by a nationally recognized rating organization; (iii) **with a deductible not exceeding \$5,000**; (iv) payable to the applicant, the clients who have agreements with the applicant, and the State of Utah, as their interests may appear; and (v) not subject to cancelation by the applicant without the approval of the Division of Consumer Protection. If this is a renewal application, the insurance must meet these same requirements and must be in an amount equal to the larger of \$250,000 or the highest aggregate daily balance in the required trust account(s) during the six-month period immediately preceding the application.
9. If the applicant is organized as a not-for-profit entity or is exempt from taxation, a copy of the IRS determination letter recognizing tax-exempt status.

10. A copy of the applicant's articles of incorporation or other organizational documentation showing the applicant's legal status.

11. A copy of any materials used in the educational programs referred to in Item 22 of the application.

12. A copy of each form of agreement the applicant will use with clients and prospective clients who reside in Utah must be submitted with the application. In accordance with Utah Code Ann. § 13-42-119, the following items are required to be included in those agreements. Please highlight the required information in the copy provided to the Division of Consumer Protection and indicate, in the column at the right, the page number of the agreement on which each item appears.

Item	Page #
1. The name and address of the client.	_____
2. The name, business address, and phone number of the applicant.	_____
3. The toll-free customer service phone number.	_____
4. An itemized listing and description of the services and the price of or the method for determining the price of each service that is available to the client:	
A. free of additional charge if the individual enters into an agreement.	_____
B. for a charge if the individual does not enter into an agreement.	_____
C. for a charge if the individual enters into an agreement.	_____
5. An itemized listing of:	
A. the services the client has elected to receive.	_____
B. the amount or method for determining the amount of all fees, individually itemized, to be paid by the client.	_____
6. The schedule of payments to be made by or on behalf of the client, including:	
A. the amount of each payment,	_____
B. the date on which each payment is due, and	_____
C. an estimate of the date of final payment.	_____
7. A listing of all the client's creditors grouped according to:	
A. each creditor the applicant believes will grant concessions to which payment will be made, the amount of the payment, the total amount owed to each creditor, and any concessions the applicant reasonably believes each creditor will offer.	_____
B. each creditor the applicant believes will not grant concessions to which payment will be made, the amount of the payment, and the total amount owed to the creditor.	_____
C. each creditor the applicant believes will not participate in the plan and to which the applicant will not direct payment.	_____
D. any other creditor the client may have.	_____

8. Notice of how the applicant will comply with its obligation to provide a monthly accounting and additional account statements as required by Utah Code Ann. § 13-42-127.

9. Notice that the applicant will notify the client within five (5) days of a creditor's rejection or withdrawal from the plan and of the client's right to modify or terminate the plan at that time.

10. A notice acknowledging that the Division of Consumer Protection may audit any of the trust accounts established by the applicant.

11. Notice that the applicant may terminate its agreement with the client, at any time, for good cause, upon return of unexpended, undistributed money to the client.

12. Formal notice, as outlined in Utah Code Ann. § 13-42-120, that the client may cancel the agreement with 3 business days of signing the agreement.

13. Notice that the client may contact the Division of Consumer Protection with any questions or complaints regarding the applicant.

14. The address, telephone number, and internet address or website of the Division of Consumer Protection.

15. Notice that the client has the right to terminate the agreement at any time for any reason without penalty and that any unexpended money paid to the applicant will be returned to the client and that any powers of attorney will be void at that time.

16. On a separate page, containing the name and address of the applicant, the required notice of important information about other options, including bankruptcy.
