

**13-42-119 Form and contents of agreement.**

- (1) An agreement shall:
  - (a) be in a record;
  - (b) be dated and signed by the provider and the individual;
  - (c) include the name of the individual and the address where the individual resides;
  - (d) include the name, business address, and telephone number of the provider;
  - (e) be delivered to the individual immediately upon formation of the agreement; and
  - (f) disclose:
    - (i) the services to be provided;
    - (ii) the amount, or method of determining the amount, of all fees, individually itemized, to be paid by the individual;
    - (iii) the schedule of payments to be made by or on behalf of the individual, including the amount of each payment, the date on which each payment is due, and an estimate of the date of the final payment;
    - (iv) if a plan provides for regular periodic payments to creditors:
      - (A) each creditor of the individual to which payment will be made, the amount owed to each creditor, and any concessions the provider reasonably believes each creditor will offer;
      - (B) the schedule of expected payments to each creditor, including the amount of each payment and the date on which it will be made;
      - (C) each creditor that the provider believes will not participate in the plan and to which the provider will not direct payment; and
      - (D) that the provider may terminate the agreement for good cause, upon return of unexpended money of the individual;
    - (v) if a plan contemplates the settlement of the individual's debt for less than the principal amount of the debt, an estimate of:
      - (A) the duration of the plan based on all enrolled debts;
      - (B) the length of time before the individual may reasonably expect a settlement offer; and
      - (C) the amount of savings needed to accrue before the individual may reasonably expect a settlement offer, expressed as either a dollar amount or a percentage, for each enrolled debt;
    - (vi) how the provider will comply with its obligations under Subsection 13-42-127(1);
    - (vii) that the individual may terminate the agreement at any time by giving written or electronic notice, and that, if notice of termination is given, the individual will receive all unexpended money that the provider or its designee has received from or on behalf of the individual for payment of a credit and, except to the extent they have been earned, the provider's fees;
    - (viii) that the individual may contact the administrator with any questions or complaints regarding the provider; and
    - (ix) the address, telephone number, and Internet address or website of the administrator.
- (2) For purposes of Subsection (1)(e), delivery of an electronic record occurs when it is made available in a format in which the individual may retrieve, save, and print it and the individual is notified that it is available.
- (3) If the administrator supplies the provider with any information required under Subsection (1)(f)
  - (ix), the provider may comply with that requirement only by disclosing the information supplied by the administrator.
- (4) An agreement shall provide that:
  - (a) the individual authorizes any bank in which the provider or its agent has established a trust account to disclose to the administrator any financial records relating to the trust account; and

- (b) the provider will notify the individual no later than five business days after learning of a creditor's final decision to reject or withdraw from a plan and that this notice will include:
  - (i) the identity of the creditor; and
  - (ii) the right of the individual to modify or terminate the agreement.
- (5) An agreement may not:
  - (a) provide for application of the law of any jurisdiction other than the United States and this state;
  - (b) except as permitted by Section 2 of the Federal Arbitration Act, 9 U.S.C. Section 2, or Title 78B, Chapter 11, Utah Uniform Arbitration Act, contain a provision that modifies or limits otherwise available forums or procedural rights, including the right to trial by jury, that are generally available to the individual under law other than this chapter;
  - (c) contain a provision that restricts the individual's remedies under this chapter or law other than this chapter; or
  - (d) contain a provision that:
    - (i) limits or releases the liability of any person for not performing the agreement or for violating this chapter; or
    - (ii) indemnifies any person for liability arising under the agreement or this chapter.
- (6) A provision in an agreement which violates Subsection (4) or (5) is void.

Amended by Chapter 152, 2012 General Session