

CREDIT SERVICES ORGANIZATION
APPLICATION INSTRUCTIONS

Before engaging as a credit services organization, you must first obtain a certificate of registration from the Utah Division of Consumer Protection. Utah Code § 13-21, *et seq.*

A credit services organization must notify the Division in writing within 30 days of any change in the information required by law, rule, or the application, including any change of name, address, telephone number, email address, registered agent for service of process, or change or renewal of the surety bond.

DOCUMENTS TO SUBMIT WITH THE REGISTRATION FORM:

1. A surety bond for \$100,000, and accompanying power of attorney, or certificate of deposit.
 - [Surety Form](#)
 - [Certificate of Deposit](#)
 - Surety bond compliance is required for the entire duration of the registration effective dates. Failure to maintain surety will result in a \$300 reinstatement fee.
2. A copy of the *information statement* to be provided to the buyer of services.
3. A copy of the *contract* that the credit services organization will use with clients.
4. A copy of the *notice of cancellation* to be included with the contract.

INFORMATION REQUIRED TO BE INCLUDED WITH THE FOLLOWING DOCUMENTS:

(Submitting documents without the required information identified below may result in delayed processing or denial of the application.)

I. Information Statement:

Before execution of a contract or agreement between the buyer and the credit services organization or before the receipt by the or before receipt by the credit services organization of any money or other valuable consideration, whichever occurs first, the credit services organization shall provide the buyer with a statement in writing, containing the following information: (Utah Code §§ 13-21-105 and 13-21-106)

- A.** A complete and accurate statement of the buyer's right to review any file on the buyer a credit reporting agency maintains, as provided under 15 U.S.C. Sec. 1681 *et seq.*, as amended, the Fair Credit Reporting Act.
- B.** A statement that the credit reporting agency that issued a report upon which a credit denial was based shall conduct a review of the file on the

buyer free of charge, if requested within 30 days after the day on which the buyer receives a notice of a denial of credit.

- C. The approximate price a credit reporting agency will charge the buyer for a copy of the file on the buyer.
- D. A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of any item contained in any file on the buyer that a credit reporting agency maintains..
- E. A complete and detailed description of the services the credit services organization will perform for the buyer and the total amount the buyer will have to pay, or become obligated to pay, for the services.
- F. A statement asserting the buyer's right to proceed against the surety bond or trust account required under Section 13-21-102.
- G. The name and address of the surety company which issued the surety bond, or the name and address of the depository and the trustee of the account number of the trust account.

II. The Contract

A contract between the buyer and a credit services organization for the purchase of the services of the credit services organization shall be in writing, dated, signed by the buyer, and include all of the following: (Utah Code §13-21-107)

- A. A conspicuous statement in **boldface type**, in the immediate proximity to the space reserved for the signature of the buyer, as follows:
"You, the buyer, may cancel this contract at any time prior to midnight of the fifth day after the date of the transaction. See the attached notice of cancellation form for an explanation of this right."
- B. The terms and conditions of payment, including the total of all payments to be made by the buyer, whether to the credit services organization or to some other person.
- C. A full and detailed description of the services the credit services organization will perform for the buyer, including all guarantees and all promises of full or partial refunds, and the estimated date by which the credit services organization will perform the services, or estimated length of time for performing the services.
- D. The credit services organization's principal business address and the name and address of its agent, in Utah, authorized to receive

service of process.

- E. Notice of Cancellation.** The contract shall be accompanied by a completed form in duplicate, captioned "Notice of Cancellation," which shall be attached to the contract and easily detachable, and which shall contain in bold type, the following statement written in the same language as used in the contract: (Utah Code § 13-21-107(2))

"Notice of Cancellation

You may cancel, any payment made by you under this contract will be returned within 10 days following receipt by the seller 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 _____(name of credit services organization)_____ at _____(address of credit services organization)_____ (place of business)_____ not later than midnight _____(date)_____.

I hereby cancel this transaction.

_____ (Date)

(purchaser's signature)"