



# Enrollment Form & Payment Authorization

Please fax to (866) 924-3936

Collect My Rent, Inc., herein after referred to as CMR, and the individual(s) named below, hereinafter referred to as Tenant, agree to the following: Enrollment and Purpose: Tenant agrees to enroll in CMR's Automated Rent Payment Service for the purpose of paying Tenant's rent to Tenant's Landlord. This authorization is to remain in full force and effect until CMR has received written notification from me of its termination in such time and manner to afford CMR to act on it. I authorize CMR to make payments to, give instructions to, and receive information from my Landlord/Facility Manager.

## 1. TENANT INFORMATION

FIRST NAME	LAST NAME	SOCIAL SECURITY NUMBER	
DESIRED USERNAME FOR WEB SITE	PASSWORD (8 CHAR & A NUMBER & A SPECIAL CHAR LIKE #)	DATE OF BIRTH	
MAILING ADDRESS	CITY	STATE	ZIP
EMAIL ADDRESS	HOME PHONE	WORK PHONE	

## 2. PROPERTY INFORMATION

PROPERTY NAME	UNIT		
ADDRESS	CITY	STATE	ZIP

## 3. DEBIT / CREDIT CARD AUTHORIZATION

I hereby authorize CMR or assigns to initiate recurring, monthly debit entries to my account at the financial depository institution (Bank) named below or to charge my credit card as indicated below.

### BANK INFORMATION

FINANCIAL DEPOSITORY INSTITUTION
ROUTING NUMBER (9 DIGITS)
ACCOUNT NUMBER
TYPE OF ACCOUNT <input type="checkbox"/> Checking <input type="checkbox"/> Savings

### CREDIT CARD INFORMATION

ACCOUNT NUMBER	
EXPIRATION DATE	CCV
CARDHOLDER NAME	
TYPE OF CARD <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	

Credit card transactions are subject to an additional charge of 2.7% and \$0.25 per transaction.

RENT DUE DATE	LEASE START DATE	LEASE END DATE	MONTH TO MONTH <input type="checkbox"/> This will automatically create a transaction on the rent due date for every month past the lease end date.
MONTHLY RENT \$	EARLY TERMINATION FEE \$	LATE FEE \$	INITIAL DEPOSIT * \$

\* Enter only if you want CMR to collect. Otherwise, leave blank.

By signing below, I have read, understood, and agree to all terms and conditions, fees, and procedures incorporated in this 10 section Agreement. (See front and back.)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Accounts may be managed online at [www.collectmyrent.com](http://www.collectmyrent.com). Questions regarding the program may be directed to your landlord or Collect My Rent, Inc., at [support@collectmyrent.com](mailto:support@collectmyrent.com) or faxed to (866) 924-3936.

4. **Collect My Rent System and Services** Tenant has appointed CMR or assigns to administer this automatic rent payment Service and authorizes CMR to make all necessary bank and payment arrangements and transactions to facilitate the Service until Tenant or CMR terminates this Agreement. Tenant authorizes Tenant's Facility Manager to discuss Tenant's lease with CMR or its assigns. Any changes to Tenant's lease are subject to all terms and conditions of this Agreement. Payment service continues until termination by Tenant in Section 5.
5. **Term and Termination** CMR agrees that upon Tenant's enrollment, CMR shall commence and continue to transfer payment from Tenant's bank account according to Section 4 (Debit / Credit Card Authorization) until termination of this Agreement. Tenant or CMR may terminate this Agreement upon thirty (30) days written notice. In the event debit or payment transfer cannot be accomplished for any reason, or if there exists any condition which impairs CMR from servicing the account as contemplated by this Agreement, CMR may terminate this Agreement immediately, without refund of fees paid to CMR. If CMR terminates this Agreement due to impairment or prevention of automatic transfer of funds or any inability to service the account, the termination is immediate and takes effect without notice to Tenant. If this Agreement is terminated by either party for any reason, all transaction fees are considered non-refundable and fully earned by CMR.
6. **Transfer of Funds and Payments** Tenant bank accounts are debited using the Federal Reserve system's Automatic Clearing House process and/or by Tenant's designated credit card and funds are deposited in a commercial account at a major U.S. based bank. CMR reserves the right to choose and change depository banks at its own discretion. Payments are forwarded to Tenant's Facility Manager on a monthly basis and may be in the form of check or electronic payment. Interest is not earned or credited to Tenant on Tenant's funds in the depository account while waiting for transfer to Tenant's Facility Manager. CMR undertakes to make Tenant's payment only with funds debited from Tenant's account. Tenant understands that any inability to debit the account may cause Tenant's rent payment: (1) to be made past the due date, (2) to be made in an amount less than required or, (3) no payment will be made at all. CMR shall not be responsible for making any payment if Tenant funds cannot be debited successfully. In the case of any actions performed by the Tenant to reverse any funds previously successfully debited without Tenant providing thirty (30) days written notice of termination to CMR, CMR will begin collection efforts of these funds by means which include without limitation negative credit reporting, collection agencies, and legal action. If a late charge is incurred by the Tenant in the payment of the Tenant's lease due exclusively to the fault or error of CMR, CMR will write a letter of explanation to the Tenant's Facility Manager. CMR shall not be responsible for misdirected, undelivered, or incorrectly processed payments. CMR shall not be responsible for late charges, credit issues, or any other fees for any issue brought to the attention of CMR more than 30 days after the original transaction date. CMR is servicing the Tenant's lease based solely on the information provided by the Tenant that CMR cannot verify. CMR will not be held responsible for errors in the information provided by the Tenant.
7. **Dispute Resolution** Any dispute or claim arising from or relating to this Agreement or the services provided under this Agreement, including any dispute or claim regarding the applicability of this Section, shall be settled by binding arbitration administered by the National Arbitration Forum under its Code of Procedure in effect at the time the claim is filed. Tenant and CMR agree that neither of them shall have the right to participate as a member of any class of claimants pertaining to any claim subject to arbitration under this Section and that claims of third parties shall not be joined in any arbitration between Tenant and CMR. Tenant and CMR acknowledge and agree this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. IN THE EVENT TENANT FAILS TO ADHERE TO THE TERMS OF THE MANDATORY ARBITRATION PROVISIONS CONTAINED IN THIS SECTION, TENANT SHALL REIMBURSE AND INDEMNIFY CMR FOR CMR'S REASONABLE ATTORNEYS FEES AND COSTS INCURRED IN ENFORCING THIS SECTION, INCLUDING WITHOUT LIMITATION, THE ATTORNEYS FEES AND COSTS INCURRED IN COMPELLING ARBITRATION AND/OR DISMISSING ANY LAWSUIT FILED IN VIOLATION OF THIS SECTION. TENANT AND CMR HEREBY ACKNOWLEDGE AND AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY COURT OR JURY AS A MEANS OF RESOLVING ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT. If any portion of this Section is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Section, and if any litigation is therefore permitted under this Section, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and related costs and expenses.
8. **Notices** All notices shall be in writing and may be delivered via certified or registered U.S. Mail, overnight express delivery service, fax, or email to the appropriate party at the address specified herein, or to such other address as CMR may designate, pursuant to this Section. Such notices shall properly identify the Tenant and be deemed delivered when personally received. IMPORTANT: It is the Tenant's sole responsibility to update Tenant's account online or notify CMR within three (3) days of any change in Tenant's lease information or any information required to service Tenant's account. Changes to upcoming debits must be made a minimum of two (2) banking days prior to the next scheduled transaction date. Banking days do not include weekends or holidays. CMR may be contacted at Collect My Rent, Inc., PO Box 560219, Orlando, FL 32856. Fax: (866) 924-3936. Email: support@collectmyrent.com. Accounts may be updated online at [www.collectmyrent.com](http://www.collectmyrent.com).
9. **Limitation Of Liability** Tenant agrees that this Agreement does not contemplate a lease and that CMR is not the Facility Manager. If CMR fails or delays in making a payment or transfer pursuant to this Agreement or if CMR makes a payment or transfer in an erroneous amount, unless otherwise required by law, CMR's sole responsibility and liability shall be limited to contacting the Facility Manager and requesting that any charges or fees be waived and any overpayment be refunded to Tenant (or credited to Tenant's next lease payment due). If CMR makes an erroneous overpayment and the Facility Manager refuses to refund the overpayment or apply the amount of the overpayment as a credit to Tenant's next payment due, CMR shall refund the amount of overpayment to Tenant's account and CMR shall be subrogated to pursue Tenant's legal right to receive a refund from Facility Manager. CMR MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY. Under no circumstances shall CMR be held liable under this Agreement, or under any claim brought in connection with the relationship contemplated hereunder (whether under contract, tort, fraud or other theory) for any consequential, incidental, punitive, exemplary, or other indirect damages, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, CMR shall be totally excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond their control.
10. **General Provisions** This Agreement shall be interpreted and performed in accordance with the laws of the State of Florida. If any term in this Agreement is found to be invalid or unenforceable, then the balance of the Agreement shall be enforced without the invalid or unenforceable term. This Agreement shall be interpreted and performed in accordance with the laws of the State of Florida, and the courts sitting in Orange County, Florida shall be deemed the appropriate venue for adjudication of this Agreement, Tenant hereby waiving any objection to such venue or jurisdiction.