

STATE OF KANSAS
OFFICE OF THE STATE BANK COMMISSIONER
CONSUMER AND MORTGAGE LENDING DIVISION
700 SW Jackson St., Suite 300
Topeka, Kansas 66603-3796
785-296-2266 Fax: 785-296-6037

Kansas Credit Services Organization **Instructions for Applicant**

Pursuant to K.S.A. Supp. 50-1116 et seq. and amendments thereto, the Kansas Credit Services Organization Act, a Credit Services Organization License is required for any person that engages in, or holds out to the public as willing to engage in, the business of debt management services for a fee, compensation or gain, or in the expectation of a fee, compensation or gain.

Debt Management Services means (1) receiving or offering to receive funds from a consumer for the purpose of distributing the funds among such consumer's creditors in full or partial payment of such consumer's debt; (2) improving or offering to improve a consumer's credit record, history or rating; or, (3) negotiating or offering to negotiate to defer or reduce a consumer's obligations with respect to credit extended by others.

Visit our website at www.osbckansas.org to review the **Kansas Credit Services Organization Act**. As a licensee, you will be responsible for familiarizing yourself with the Act to ensure compliance. If you need assistance, please call our office.

Complete the following forms and return with the applicable fees to the Kansas Office of the State Bank Commissioner (OSBC). Incomplete or illegible applications will not be accepted and will be returned to the applicant. Please print or type the application information. To ensure the application is complete, please use the checklist included in the application. Failure to file a complete application may result in the delay or denial of the application.

Criminal Background Check: Individuals listed in Question #9 of the application must complete fingerprint cards and return the cards with the application and applicable fees. To request fingerprint cards, fill out the Fingerprint Card Request Form (Form CSO-4) and submit it to this agency. Blank fingerprint cards will be mailed along with instructions.

Surety Bond: A surety bond in the initial amount of \$25,000 must accompany each Credit Services Organization License application. The approved Surety Bond Form (Form CSO-2) included in the application must be used. The name of applicant on the bond must match exactly the name of the organization as stated on the Articles of Incorporation or Articles of Organization.

Fees: All fees are nonrefundable and must accompany the application before processing will begin. forms (Form CSO-1, CSO-2, CSO-3, CSO-4, CSO-5 & CSO-6) referred to in the following application to the back of the application.

- **Application Fee - \$400** Licenses expire annually on June 30. Renewal notices will be mailed in April prior to expiration. Current renewal fees are \$150 per license, due by June 1 each year.
- **Fingerprint Processing Fee - \$47 per Individual** Each Credit Services Organization application must include completed fingerprint cards and \$47 for every individual listed in Question #9 of the application. This fee will cover the processing of the fingerprint cards by the state and federal bureaus of investigation.

Amendments: Requested changes to a certificate of license during a calendar year must be submitted at least 15 days prior to a name or address change. Upon processing, a new certificate will be issued reflecting the change.

Make Checks Payable to: OFFICE OF THE STATE BANK COMMISSIONER
Mail to: 700 SW Jackson St., Suite 300
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KANSAS CREDIT SERVICES ORGANIZATION APPLICATION FOR LICENSE

1. Name of Credit Services Organization (applicant): Federal Tax Identification No. _____

 (Legal name under which business is conducted) (Type or print)

2. Trade name (d/b/a), if applicable*: _____

***Note: d/b/a's cannot contain words such as Company, Corporation, Incorporated, Co., Inc., Corp., LTD, LLC, or LLP. If you have further questions please contact the Office of the State Bank Commissioner.**

3. Applicant's contact person: _____
 (Name) (Phone Number)

4. Credit Services Organization Phone # () Fax # ()

Website Address: _____

5. Principal business address: _____
 (Street address)

 (City) (State) (Zip code)

6. Mailing address for **all** correspondence with the organization: (Do not leave blank)

 (Street) (City) (State) (Zip code)

7. For examination purposes: Where are the records for the Kansas consumers retained?
 (Please mark one answer)

_____ Principal business address
 _____ Other (please explain in detail) _____

8. Structure of the Organization: (Please mark one)

_____ Sole Proprietorship
 _____ Partnership _____ Limited _____ General **(Attach a copy of agreement)**
 _____ Corporation; List state and date of incorporation _____
(Attach a certified copy of the Articles of Incorporation)
 _____ Limited Liability Company; List state and date of organization _____
(Attach a certified copy of the Articles of Organization)

9. Provide names, titles, and percentage owned of every owner of 10% or more interest in the applicant, and every director, member, partner and executive officer of the applicant: (Attach additional pages if necessary) **Every individual listed below must complete a separate Confidential Background Information Consent Form (Form CSO-1) and a Fingerprint Card. Complete a [Fingerprint Card Request Form \(Form CSO-4\)](#).**

Name	Title	Percentage of Ownership
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

10. Have any of the individuals identified in question #9 ever:

- a) had any administrative or judicial judgments filed against them;
- b) been the subject of any tax liens or other liens of any nature; or
- c) filed for personal or business related bankruptcy?

_____ No _____ Yes (If Yes to a, b, or c in question #10, applicant must provide a detailed explanation on an attached sheet.)

11. Has the applicant or any individual identified in question #9 ever:

- a. had a license or other authority to conduct business suspended, revoked, or denied?
- b. been named as a defendant in any form of civil litigation related, directly or indirectly, to debt management or credit services organization business, or involving fraud, dishonesty, or deceit?
- c. been charged or convicted of any crime (other than minor traffic violations)?

_____ No _____ Yes (If Yes to a, b, or c in question #11, applicant must provide a detailed explanation on an attached sheet.)

12. Does any officer, director, agent or employee of the applicant have an ownership interest in an affiliate or subsidiary of the applicant or in any other entity that provides a service to the applicant or any consumer relating to the applicant's credit services organization business? If so, please describe the ownership interest, and the service provided by the affiliate, subsidiary or other entity. _____

Signature and Oath of Applicant

(Authorized individuals are those that have submitted Confidential Background Information Consent Forms with this application. Signatures of unauthorized individuals on this form or any other applications submitted to the OSBC will not be accepted and returned.)

I hereby swear and affirm that the information contained herein and attachments hereto are true and correct to the best of my knowledge and belief. Further, the Kansas Credit Services Organization Act has been reviewed by the applicant, its officers and directors, and all employees of the applicant will be made aware of such laws and regulations and any changes enacted hereafter. I understand it is the responsibility of the applicant to ensure compliance with these laws and regulations by its officers, directors, and employees, and that failure to do so may result in the credit services organization license being denied, suspended, or revoked. Further, I understand that providing any false or misleading information may result in the license being denied, suspended, or revoked.

(Authorized signature of officer, director, partner or owner) (Title or position) (Date)

STATE OF _____) COUNTY OF _____)

Sworn and subscribed before me on _____ by _____
(Date) (Print name of officer, director, partner or owner listed above)

Notary Public Signature

(NOTARY SEAL)

My commission expires: _____

Checklist for Credit Services Organization Application

Use the checklist below to verify that the application is complete prior to submitting it to the OSBC.

- _____ All information requested in the application has been furnished in a legible manner.
- _____ A completed Confidential Background Information Consent Form (Form CSO-1) is enclosed for every individual identified in Question No. 9 of the application.
- _____ A signed Surety Bond prepared on Form CSO-2 in the initial amount of \$25,000 is enclosed.
- _____ A State Regulator Questionnaire (Form CSO-3) has been completed and mailed to every state identified in Question No. 14 of the application.
- _____ Fingerprint cards requested from this agency (Form CSO-4) have been completed and are enclosed with this application for every individual listed in Question No. 9 of the application.
- _____ \$400 Non-refundable Application Fee payable to Office of the State Bank Commissioner is enclosed.
- _____ \$47 Fingerprint Processing Fee must be included for every fingerprint card submitted with the application. (Example: 5 cards x \$47 = \$240 plus \$400 Application Fee above. Total check amount = \$640)

Copies of the following documents are also enclosed with the application:

- _____ Articles of Incorporation, Articles of Organization or Copy of Partnership Agreement (Question No. 8)
- _____ Description of corporate structure, if a corporation or limited liability company (Question No. 15)
- _____ Description of business activities and history of operations (Question No. 16)
- _____ List of financial institutions used to maintain operating account(s) (Question No. 17)
- _____ Name and address of financial institution used to maintain Kansas customers' funds (Question No. 18)
- _____ Completed Trust Account Consent Agreement with original signatures (Form CSO-5) (Question No. 19)
- _____ Audited Financial Statements (Question No. 20)
- _____ Description of consumer credit education program (Question No. 21)
- _____ Debt management services agreement (Question No. 22)
- _____ Completed Debt Management Services Agreement Checklist (Form CSO-6) (Question No. 22)

Confidential Background Information Consent Form

by Individual Owner, Officer, Director, Partner, or Member

SECTION A: Individual Attestation of Owner, Officer, Director, Partner, Member:

I understand the Kansas Office of the State Bank Commissioner (OSBC) may conduct an investigation of the applicant and the applicant's owners, officers, directors, partners, and members for the purpose of determining the suitability of the applicant named below to hold a relevant license in the state of Kansas. I hereby authorize, consent to, and request all state and federal law enforcement authorities, all state and federal regulatory and licensing authorities, and all credit reporting agencies to furnish information about me to the OSBC regarding criminal records, investigations, background information, licensing, credit reports, and other information of whatever kind and nature, whether known to me or otherwise. Further, I understand the OSBC shall be under no obligation to disclose such information to me or any other person, and that if such information indicates a violation of law, it may be shared with any agency responsible for investigation or prosecution. I hereby attest that the information contained in this form is accurate and true to the best of my knowledge. A copy of this authorization shall be accepted with the same force and validity as the original.

(Print full name of Owner, Officer, Director, Partner, or Member) (Title or Position)

(Email Address) (Phone Number)

Residence Address: (Street) (City) (State) (Zip Code)

(Date of Birth) (Social Security Number *)

Name of Company (applicant/licensee): _____

Kansas license number of company: _____
(N/A if submitted with a new application)

BACKGROUND QUESTIONS. Have you ever:

- a. been the subject of any administrative or judicial judgments?
- b. been the subject of any tax liens or other liens of any nature?
- c. filed for personal or business related bankruptcy?
- d. had a license or other authority to conduct business suspended, revoked, or denied?
- e. been named as a defendant in any form of civil litigation related, directly or indirectly, to consumer or mortgage lending activities, or involving fraud, dishonesty, or deceit?
- f. been charged or convicted of any crime (other than minor traffic violations)?

_____ No _____ Yes (If "Yes" to any of the above, provide a detailed explanation on an attached sheet.)

Do you have a financial interest in or hold a position with any affiliate of the above company or any other licensee under the Kansas Mortgage Business Act, the Kansas Uniform Consumer Credit Code, the Kansas Money Transmitter Act, or the Kansas Credit Services Organization Act?

_____ No _____ Yes (If "Yes," provide a detailed explanation on an attached sheet.)

X _____
(Signature of individual listed above) (Date)

STATE OF _____) COUNTY OF _____)

Sworn and subscribed before me on _____ by _____
(Date) (Print name of individual listed above)

(NOTARY SEAL) _____ My commission expires: _____
Notary Public Signature

SECTION B: Fingerprint Card, FBI Waiver, and Processing Fee Requirement

Individuals designated in Section A must submit:

- 1) this disclosure/consent Form A / CSO-1,
- 2) a completed fingerprint card,
- 3) the attached [FBI Waiver Agreement](#), and
- 4) the current background processing fee.

Current fee amounts: https://www.osbckansas.org/cml/resources/fee_summary.pdf

TO REQUEST BLANK FINGERPRINT CARDS:

1. Complete a Fingerprint Card Request Form at: https://www.osbckansas.org/cml/applications/fingerprint_request.pdf
The requested number of fingerprint cards will be mailed to the contact person at the mailing address of the licensee to distribute to individuals meeting the fingerprint requirements.
2. The fingerprint card must be completed as directed in [the instructions](#). Fingerprint cards must be dated within one year of submission to the OSBC, as required by the Kansas Bureau of Investigation.

SECTION C: OSBC-Authorized** Owner, Officer, Director, or Partner Attestation

***OSBC-authorized individuals are those who have been identified by your company and have submitted Confidential Background Information Consent Forms to the OSBC. Signatures of unauthorized individuals will not be accepted.*

Make appropriate selection below:

- This form is submitted in conjunction with a new company application; therefore, there is no existing existing OSBC-authorized** owner, officer, director, or partner to provide the below attestation. *Instructions: Leave below section blank. Submit form, fingerprint card, and attachments.*
- This form is submitted in conjunction with the addition of an individual owner, officer, director, partner, or member to a currently licensed company. *Instructions: Where appropriate, an existing owner, officer, director, or partner of the Licensee must complete this section. Submit form, completed fingerprint card, and attachments. For changes in ownership where all prior owners and/or members have changed, then check this box and attach the sale agreement or equivalent document including the signatures of existing owner(s)/member(s) authorizing the company sale or transfer of ownership.*

Company Name: _____

(Print Name of Authorized Individual—other than in Section A above)

(Title or Position)

I hereby advise the OSBC of the addition of the individual named above as an owner, officer, director, partner or member. I understand I am required to notify the OSBC within 10 days of the addition or departure of any similar individual by submitting the required forms and fees. I further understand that licenses are non-transferable and non-assignable, and no other entity may conduct business under the authority of our license. I understand I am required to notify the OSBC in writing and provide detailed information regarding corporate reorganizations or structure changes. I attest that the information contained in this form is accurate and true to the best of my knowledge.

(Signature of Authorized Individual—other than in Section A above)

(Date)

AUJ: cfa s UbX: YfbyLhc.

OFFICE OF THE STATE BANK COMMISSIONER
700 SW Jackson St., Suite 300
Topeka, KS 66603-3796

* Providing a social security number is voluntary; however, if not provided, application processing may be delayed. The number is requested pursuant to K.S.A. 9-2201 et seq., K.S.A. 16a-1-101 et seq., or K.S.A. 50-1116 et seq. and may be used to identify applicants in state or national criminal history records or financial investigations, provided to Kansas Department of Revenue pursuant to K.S.A. 74-139, and/or provided to Kansas Department for Children and Families pursuant to K.S.A. 74-148 and K.S.A. 39-758.

**WAIVER AGREEMENT
AND
FBI PRIVACY ACT STATEMENT**

Fingerprint-Based Record Checks for Noncriminal Justice Purposes

I hereby authorize Kansas Office of the State Bank Commissioner to submit a set of my fingerprints to the Kansas Bureau of Investigation (KBI) for the purpose of identifying me and accessing and reviewing Kansas and/or national criminal history records that may pertain to me. Pursuant to K.S.A. 22-4701 et seq. and K.S.A. 22- 5001, the Authorized Recipient may obtain my criminal history record information for noncriminal justice purposes. By signing this waiver, it is my intent to authorize release to the above-referenced Authorized Recipient of any Kansas and/or national criminal history record that may pertain to me. I further understand that, if applicable, the Authorized Recipient may choose to deny me unsupervised access to children, the elderly, or individuals with disabilities until the criminal history background check is completed.

I understand that, upon my request, the Authorized Recipient will provide me a copy of the criminal history background report, received on me, for the purpose to challenge the accuracy and completeness of any information contained in any such report. I may be afforded a reasonable amount of time to correct or complete the criminal history record (or decline to do so) before the Authorized Recipient makes a final decision about my status as an employee, volunteer or contractor, or my eligibility for any pertinent license, certification or registration, or adoption. See 28 CFR 50.12(b).

I understand that officials receiving the results of the criminal history record check are to use those results only for authorized purposes and are prohibited from retaining or disseminating such results in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council. (See 5 United States Code (USC) 552a(b); 28 USC 534(b); 42 USC 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d), and 906.2(d).)

FBI PRIVACY ACT STATEMENT

Authority:

The FBI's acquisition, preservation, and exchange of information requested by this form is generally authorized under 28 U.S.C.534. Depending on the nature of your application, supplemental authorities include numerous Federal statutes, hundreds of State statutes pursuant to Pub.L. 92-544, Presidential executive orders, regulations and/or orders of the Attorney General of the United States, or other authorized authorities. Examples include, but are not limited to: 5 U.S.C. 9101; Pub.L. 94-29; Pub.L. 101-604; and Executive Orders 10450 and 12968. Providing the requested information is voluntary; however, failure to furnish the information may affect timely completion or approval of your application.

Social Security Account Number (SSAN):

Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

Principal Purpose:

Certain determinations, such as employment, security, licensing, and adoption, may be predicated on fingerprint-based checks. Your fingerprints and other information contained on (and along with) this form may be submitted to the requesting agency, the agency conducting the application investigation, and/or FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. During the processing of this application, and for as long hereafter as may be relevant to the activity for which this application is being submitted, the FBI may disclose any potentially pertinent information to the requesting agency and/or to the agency conducting the investigation. The FBI may also retain the submitted information in the FBI's permanent collection of fingerprints and related information, where it will be subject to comparisons against other submissions received by the FBI. Depending on the nature of your application, the requesting agency and/or the agency conducting the application investigation may also retain the fingerprints and other submitted information for other authorized purposes of such agency(ies).

**WAIVER AGREEMENT
AND
FBI PRIVACY ACT STATEMENT (Cont.)**

Fingerprint-Based Record Checks for Noncriminal Justice Purposes

Routine Uses:

The fingerprints and information reported on this form may be disclosed pursuant to your consent, and may also be disclosed by the FBI without your consent as permitted by the Federal Privacy Act of 1974 (5 USC 552a(b)) and all applicable routine uses as may be published at any time in the Federal Register, including the routine uses for the FBI Fingerprint Identification Records System

(Justice/FBI-009) and the FBI's Blanket Routine Uses (Justice/FBI-BRU). Routine uses include, but are not limited to, disclosures to: appropriate governmental authorities responsible for civil or criminal law enforcement, counterintelligence, national security or public safety matters to which the information may be relevant; to State and local governmental agencies and nongovernmental entities for application processing as authorized by Federal and State legislation, executive order, or regulation, including employment, security, licensing, and adoption checks; and as otherwise authorized by law, treaty, executive order, regulation, or other lawful authority. If other agencies are involved in processing this application, they may have additional routine uses.

Additional Information:

The requesting agency and/or the agency conducting the application-investigation will provide you additional information pertinent to the specific circumstances of this application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any system(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).

**RIGHT TO OBTAIN AND CHALLENGE ACCURACY
OF CRIMINAL HISTORY RECORDS**

You may request a copy of your state and/or national criminal history record from the Authorized Recipient for the purpose of challenging for accuracy and completeness.

Alternatively, you may obtain a copy of your **Kansas criminal history record information** (CHRI) to review for accuracy and completeness, by submitting a set of your fingerprints, a letter requesting your criminal history record, and payment of the appropriate fee to the KBI. For further details, including the current fee, visit the following Internet website: http://www.kansas.gov/kbi/info/info_brochures.shtml then find the brochure named "Record Checks for Non-Criminal Justice Purposes". Or, to provide official court documents to make a correction you may write to:

Kansas Bureau of Investigation
Attn: Criminal History Records
1620 SW Tyler
Topeka, Kansas 66612-1837

If a change is made to your Kansas criminal history record due to a challenge, a new copy of your Kansas criminal history record will be sent to the Authorized Recipient to make a final decision about your status as an employee, volunteer or contractor, or your eligibility for any pertinent license, certification or registration, or adoption.

To obtain a copy of your **national CHRI, also known as the Identity History Summary**, for review and challenge you must submit a set of your fingerprints and the appropriate fee to the FBI. Information regarding this process may be obtained at: <https://www.fbi.gov/services/cjis/identity-history-summary-checks>. Or, you may write to:

FBI CJIS Division
Attn: Criminal History Analysis Team 1
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**WAIVER AGREEMENT
AND
FBI PRIVACY ACT STATEMENT (Cont.)**

Fingerprint-Based Record Checks for Noncriminal Justice Purposes

The FBI will forward your challenge to the appropriate contributing agency to verify or correct the entry. Upon receipt of an official communication directly from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency (see 28 CFR 16.30 through 16.34). The Authorized Recipient must submit a new set of fingerprints and fee to receive the updated federal criminal history record.

I have **OR** have not been convicted of a crime.

If convicted, describe the crime(s), the date and location of the crime(s), and the name of the convicting court:

Under penalty of perjury, I hereby declare that I am the person described below, and understand that any falsification of this statement constitutes a severity level 9, nonperson felony under the provisions of Title 21 Kansas Statutes Annotated, Section 5903.

I have been provided the Waiver Agreement, FBI Privacy Act Statement, and information how to challenge my criminal records for accuracy and completeness.

Signature

Date

Printed Name

Date of Birth

Residential Address

City

State

Zip

TO BE COMPLETED BY THE FINGERPRINTING AGENCY:

Method of Verifying Identity:	<input type="checkbox"/> Driver's License	<input type="checkbox"/> State Issued ID Card
	<input type="checkbox"/> Military ID Card	
State/Branch: _____	ID Number: _____	

Agency Name: _____

Address: _____

Telephone: _____ Fax: _____

Name of Individual Verifying Identity: _____

***AUTHORIZED RECIPIENT: 1. Must maintain original or arrange for KBI to maintain.
2. Must provide a copy to the applicant.***

State of Kansas
OFFICE OF THE STATE BANK COMMISSIONER
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SURETY BOND
CREDIT SERVICES ORGANIZATION

Bond Number _____ Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we,

(applicant/registrant name)

of the City of _____, County of _____, State of _____ as Principal and obligor, and _____ as

Surety are held and firmly bound unto the State of Kansas, Office of the State Bank Commissioner (hereinafter "OSBC") in the penal sum of \$_____ for payment of which, well and truly to be made, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is applying to become a registered credit services organization pursuant to the Kansas Credit Services Organization Act, K.S.A. 50-1116 *et seq.*, and seeks to establish, meet, and maintain the financial responsibility requirements of the OSBC during the term of the subject registration by tender of the within bond,

NOW, THEREFORE, the condition of the foregoing obligation is such that:

1. If the Principal faithfully performs all its obligations under applicable state and federal law, including the Kansas Credit Services Organization Act, K.S.A. 50-1116 *et seq.* (hereinafter "KCSOA") and amendments thereto, or any rule or regulation lawfully adopted under said Act with respect to acting as a credit services organization, this obligation will be void; otherwise the same will remain in full force and effect.

2. Surety agrees to promptly (within sixty [60] days) remit payment as instructed by the OSBC upon receiving notice that any of the following has not been paid by the Principal: any lawful expenses incurred, or fees levied, by the OSBC; any expenses, fines, fees, or refunds pursuant to a settlement agreement with the OSBC; any expenses, fines and fees that become lawfully due pursuant to a final judgment or order; or any losses or damages which are determined by the OSBC to have been incurred by any borrower or consumer as a result of the Principal's, or its agent's, failure to faithfully comply with the provisions of Kansas law, including the requirements of the KCSOA, or any rule or regulation lawfully adopted under said Act.

PROVIDED, that the Surety's aggregate liability for any and all claims which may arise under this bond shall in no event exceed the amount of this bond, regardless of the number of claims or claimants.

FURTHER PROVIDED that this Bond shall remain effective continuously subject to the termination or reduction in liability as provided in this paragraph. The Surety shall have the right to terminate or reduce its liability hereunder only by giving the Principal and the OSBC written notice of such termination by written notification via certified mail to the State of Kansas Office of the State Bank Commissioner at least thirty (30) days prior to the effective date of such termination; provided, however, that the Principal and Surety shall be and remain liable for a period of two (2) years from the date of termination for any action or inaction of Principal, occurring during the effective period of the bond, that gives rise to a claim under this bond, unless released in writing, in whole or in part, from such liability by the Office of the State Bank Commissioner.

FURTHER PROVIDED that after giving notice of termination or reduction of liability, the Surety may reinstate or increase its liability by the execution and filing of a new bond or by mailing written notice to the OSBC indicating that the Surety desires to continue as Surety for the registrant and that its prior notice of termination or reduction of liability is withdrawn and rescinded.

FURTHER PROVIDED that, if this bond is not previously terminated as set forth above, the liability of the Surety shall expire two (2) years after the date of the surrender, revocation, or expiration of the subject registration, whichever shall first occur.

THIS BOND shall be effective on and after _____, or, if left blank, the day of execution by Surety shall be the effective date of the bond. The bond shall be effective, if accepted by the OSBC, without further notice.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this ___ day of _____, 200__.

REGISTRANT:

(Registrant's Name)

(Signature)

(Print Signature Name)

(Title) (Date)

[CORPORATE SEAL]
(If Any)

Surety Must Attach Power of Attorney

(Surety)

(Signature)

(Print Signature Name)

(Telephone Number) (Date)

Name, address, and telephone number of the Surety representative to contact in the event a claim must be filed:



STATE OF KANSAS
OFFICE OF THE STATE BANK COMMISSIONER
CONSUMER AND MORTGAGE LENDING DIVISION
700 SW Jackson St., Suite 300
Topeka, Kansas 66603-3796
785-296-2266 Fax: 785-296-6037

FINGERPRINT CARD REQUEST FORM

Any applicant who files an application for a Supervised Loan License, Mortgage Company License, or Credit Services Organization License must provide completed fingerprint cards with their application and pay to the Office of the State Bank Commissioner (OSBC) processing fees required by the bureaus of investigation to process national and state background checks.

Fingerprint cards must be completed for every owner of 10% or more interest in the applicant, and every director, member, partner and executive officer of the applicant.

To request fingerprint cards, complete this form and email to licensing@osbckansas.org or fax to 785-296-6037. The number of fingerprint cards requested will be mailed to the contact person at the mailing address listed below with instructions for completing the cards.

Number of Fingerprint Cards Requested: _____

Contact Person: _____
(Name) (Phone Number) (Email)

Company: _____
(Company Name)

Company Mailing Address: _____
(Street)

(City) (State) (Zip Code)

Company License No.: _____
(N/A if submitting new company license application)

Completed fingerprint cards and correct processing fees must be enclosed and mailed with your license application as directed. Any deviation from this procedure will delay the processing of your application.

Please contact us at 785-296-2266 or licensing@osbckansas.org should you have questions.

If a new owner, officer, director, member or partner is being added to an approved Licensee, each new individual must submit a [Confidential Background Information Consent Form and FBI Waiver Agreement](#) and completed Fingerprint Card with fees. See form for payment instructions and current fee amounts.



700 S. W. Jackson
Suite 300
Topeka, KS 66603-3796

Office of the
State Bank Commissioner

Phone: (785) 296-2266
Fax: (785) 296-4438
www.osbckansas.org

Trust Account Authorization and Consent

The person(s) signing below consent(s) to the jurisdiction of the state of Kansas and the Office of the State Bank Commissioner of Kansas (OSBC) for the purpose of any investigation or proceedings under the Kansas Credit Services Organization Act K.S.A. Supp. 50-1116 et seq., and amendments thereto.

Initial: _____

Any Credit Services Organization Applicant/Licensee must have a current Trust Account Authorization and Consent form on file with the OSBC at all times. Further, the person(s) signing below agree(s) that the referenced Trust Account shall not be closed or terminated by the licensee without 10 days prior notice to the Bank Commissioner and/or Designee.

Initial: _____

The required account information shall be kept confidential pursuant to the laws governing disclosure of public records, including the Kansas Open Records Act, K.S.A. 45-215 et seq., and amendments thereto. Furthermore, the person(s) signing below hereby give(s) irrevocable consent authorizing the named bank to release information, at any time, concerning the listed accounts to the Bank Commissioner and/or Designee.

Initial: _____

Liability for any lost profits, indirect damages, special, punitive or consequential damages that arise out of or in connection with the obligations contemplated by this authorization and consent are the sole responsibility of the Credit Services Organization Applicant/Licensee.

Initial: _____

Legal Name of Credit Services Organization _____

Legal Name of Financial Institution _____

Street Address of Financial Institution _____

Associated Trust Account Number(s) _____

Person(s)/Position(s) with access to account(s) _____

Name/Title of person completing form

Signature/Date

STATE OF _____)

COUNTY OF _____)

Sworn and subscribed before me on _____ by _____
(Date) (Name of person listed above)

(NOTARY SEAL) _____ My commission expires: _____
(Notary Public Signature)

Corporations should affix corporate seal and the signature of the President or Authorized Official of the corporation. Partners must sign individually or in accordance the Partnership Agreement.

Debt Management Services Agreement Checklist

This checklist references points of law to be included in the Debt Management Services Agreement pursuant to K.S.A. 50-1116 et seq. and amendments thereto. Please fill in the checklist identifying where the Debt Management Services Agreement addresses each relevant point of law. Return the completed checklist with the application and a copy of the Debt Management Services Agreement.

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_____ 1) The agreement is in at least 12 point type. K.S.A. 50-1120(c)

The agreement must include:

_____ 2) A space for the consumer to sign and date. K.S.A. 50-1120(c)

_____ 3) A space for the licensee to sign and date. K.S.A. 50-1120(c)

_____ 4) a) The name, address, and phone number of licensee. K.S.A. 50-1120(c)(1)

_____ b) A licensee shall not conduct credit services organization activities using any name other than the name or names approved by the commissioner. K.S.A. 50-1121(i) **(Cannot use DBA name only)**

_____ c) Section for the name, address, and phone number of the consumer. K.S.A. 50-1120(c)(1)

_____ 5) A description of debt management services provided. K.S.A. 50-1120(c)(2)

_____ 6) An itemization of all fees charged to the consumer. K.S.A. 50-1120(c)(2)

_____ a) The one-time **consultation** fee does not exceed \$50. K.S.A. 50-1126(b)(1) **Must use the term consultation fee.**

_____ b) The monthly **maintenance** fee is the lesser of \$5 per creditor per month or a maximum of \$20 per month. K.S.A. 50-1126(b)(2) **Must use the term maintenance fee.**

_____ c) Fees other than consultation fee and maintenance fee are not charged. K.S.A. 50-1126(b)

_____ 7) A notice of the right to rescind from debt management services at any time by giving written notice of rescission to the licensee. K.S.A. 50-1120(c)(3)

_____ 8) A section that allows for schedule of payments, including the amount and due date of each payment, that the consumer must make to the licensee for disbursement to such consumer's creditors. K.S.A. 50-1120(c)(4)

_____ 9) A section or part that allows for a list of each participating creditor of the consumer to which payments will be made by the licensee. This list shall include: (A) Amount owed to each creditor; (B) amount of each payment; (C) date on which each payment will be made; (D) anticipated payoff date for each creditor or anticipated term of the debt management services agreement. K.S.A. 50-1120(c)(5)

_____ 10) A section for the name of each creditor that the licensee reasonably expects not to participate in the debt management plan. (i.e. mortgage payment, car payment, etc.) K.S.A. 50-1120(c)(6)

_____ 11) A disclosure the licensee may receive compensation from consumer's creditors for providing debt management services to the consumer. K.S.A. 50-1120(c)(7)

_____ 12) A disclosure stating the licensee may not require the consumer to buy any other product or service as a condition of entering into the debt management services agreement nor attempt to solicit or offer to sell any other product or service during the debt management services agreement. K.S.A. 50-1120(c)(8)

_____ 13) A disclosure stating the licensee may not require a voluntary contribution from the consumer for any service provided. K.S.A. 50-1120(c)(9)

_____ 14) A disclosure stating the consumer authorizes any financial institution in which the licensee has established a trust account for the disbursement of the consumer's funds to disclose financial records relating to the account to the commissioner. K.S.A. 50-1120(c)(10)

_____ 15) A disclosure stating "The Kansas Office of the State Bank Commissioner will accept questions and complaints from consumers regarding (name and license number of licensee) at 700 SW Jackson, Suite 300, Topeka, Kansas, 66603, or by calling toll-free 1-877-387-8523". *K.S.A. 50-1120(c)(11)*

The agreement MAY NOT include these prohibited items:

Acknowledge with a checkmark that these items are not included in the agreement.

- _____ 16) An arbitration agreement, unless governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et seq.)
- _____ 17) A choice point of law and/or jurisdiction statement that the agreement will be governed by the laws of or the jurisdiction of a state other than Kansas.
- _____ 18) Provisions for a fee in the form of a promissory note or other promise to pay. *K.S.A. 50-1121(k)*
- _____ 19) Provisions to accept or receive any reward, bonus, premium, commission or any other consideration for referring a consumer to any person or related interest. *K.S.A. 50-1121(l)*
- _____ 20) Provisions to lend money or provide credit to the consumer. *K.S.A. 50-1121(n)*
- _____ 21) Claims to a mortgage or other security interest in real or personal property owned by the consumer. *K.S.A. 50- 1121(o)*
- _____ 22) A contract to charge for or provide credit insurance. *K.S.A. 50-1121(q)*
- _____ 23) Provisions to purchase any debt or obligation of a consumer. *K.S.A. 50-1121(r)*
- _____ 24) Communication which simulates in any manner a legal or judicial process, or which gives the false appearance of being authorized, issued or approved by a government, governmental agency or attorney-at-law. *K.S.A. 50- 1121(s)*
- _____ 25) Arrangements while operating as a licensee, or a director, manager or officer of such licensee or any related interest of such licensee, be a director, manager, officer, owner or related interest of any creditor or a subsidiary of any such creditor, that is receiving or will receive payments from the licensee on behalf of a consumer with whom the licensee has entered into a debt management services agreement. *K.S.A. 50-1121(t)*
- _____ 26) An attempt to cause a consumer to waive or agree to forego rights or benefits under this act. For example, the agreement does not say, "The consumer will not hold licensee, employees, officers, directors, agents, and volunteers harmless from any claim, suit, action, or demand of creditors, consumer, or any other person in connection with the plan." *K.S.A. 50-1121(u)*
- _____ 27) Fees to a consumer if the consumer enters into an agreement to: A) prepare a financial analysis or an initial budget plan for the consumer, B) counsel a consumer about debt management, C) provide a consumer with the consumer education program, or D) rescind a debt management services agreement. *K.S.A. 50-1126(c)(1)*
- _____ 28) A requirement for the consumer to pay for a counseling session, an educational program or materials and supplies as a condition of entering into a debt management services agreement. *K.S.A. 50-1126(c)(3)*
- _____ 29) Consumer's funds are retained by the licensee or not disbursed in accordance with *K.S.A. 50-1122(b)(5)* which states a licensee shall disburse a consumer's funds from the trust account only to such consumer's creditors or back to the consumer.
- _____ 30) Wording to release the licensee of obligation in *K.S.A. 50-1122(b)(3)* to correct any misdirected payments resulting from an error by the licensee.
- _____ 31) Wording to release licensee of obligation in *K.S.A. 50-1122(b)(4)* to reimburse the consumer for actual fees or other charges imposed by a creditor as a result of misdirection of payments by licensee.