

National Overages Finders Alliance Agreement

This Foreclosure Consulting Agreement ("Agreement") is made between _____ (Client), and National Overages Finders Alliance, of 1910 Pacific Ave Suite 2000 #2427, Dallas, Texas 75201. National Overages Finders Alliance has a background in Foreclosure Investigations, Foreclosure Excess Funds Recovery and is willing to provide services to the Client based on this background. The Client desires to have services provided by National Overages Finders Alliance.

Therefore, the parties agree as follows:

1. Description of Services. National Overages Finders Alliance will provide the following services (collectively, "Services"):

1.1 ****Free Foreclosure Investigation****:

The Consultant will perform a thorough investigation into the Client's foreclosure case to identify any potential errors, opportunities for compensation, or recoverable excess funds from the foreclosure sale. This "investigation" is provided at no cost to the Client.

1.2 ****Recovery Services****:

If recoverable funds are identified, the National Overages Finders Alliance agrees to provide services to recover those funds on behalf of the Client. The Client authorizes the National Overages Finders Alliance to act on their behalf, including communicating with relevant entities and filing claims.

2. Performance of Services. The manner in which the Services are to be performed and the specific hours to be worked by National Overages Finders Alliance shall be determined by National Overages Finders Alliance. The Client will rely on National Overages Finders Alliance to work as many hours as may be reasonably necessary to fulfill National Overages Finders Alliance's obligations under this Agreement.

3. Contingent Payment. Payment to National Overages Finders Alliance is based on **contingency**. **The fee will be contingent upon successfully recovering funds** on behalf of the Client. The fee will be on a sliding scale based on the total amount of recovery and any debt attached to the funds **no more than 22% of recovered funds can be charged to the client**. The Client acknowledges that **debt collectors or lienholders may have priority claims on recovered funds**. In such cases, the state will prioritize settling these debts or claims before distributing any remaining funds to the Client. The fee will be calculated based on the net amount recovered after any debts have been satisfied.

Right to Investigate. National Overages Finders Alliance, or National Overages Finders Alliance's agent, shall have the right to investigate the foreclosure records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions.

4. Expense Reimbursement. National Overages Finders Alliance shall be paid for all "out-of-pocket" expenses, if the Client decides to discontinue their obligation. The fee is \$800.00 for services offered or any court filing fees that may be encumbered

5. Term/Termination. This Agreement shall terminate automatically upon completion by National Overages Finders Alliance of the Services required by this Agreement.

6. Relationship of Parties. It is understood by the parties that National Overages Finders Alliance is an independent contractor with respect to our attorneys, and not an employee of the state.

7. Employees. National Overages Finders Alliance's employees, if any, who perform Services for the Client under this Agreement shall also be bound by the provisions of this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

9. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

11. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. Interruption of Service. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of 30 days, either party shall have the right to terminate this Agreement upon 10 days prior written notice to the other party.

14. Assignment. National Overages Finders Alliance agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the Client. Any purported assignment, transfer, or delegation shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

Sign: _____

Date: _____