

Please Read/Sign return to vsmithrei@gmail.com SUBJECT LINE: "Let's get the Money"

CONTINGENT FEE AGREEMENT

This Agreement is by and between _____
(client/claimant) and is effective when signed by both parties. This agreement is made with reference to the following facts and circumstances:

Smith & Smith Real Estate is in the business of processing claims for funds it has located; Smith & Smith Real Estate believes that client/claimant is eligible to claim a refund and client/claimant wishes for Smith & Smith Real Estate to verify that funds are due to the client/claimant and for Smith & Smith Real Estate to then go and get those funds for the client/claimant in exchange for Smith & Smith Real Estate receiving a portion of the monies recovered.

1. CLIENT/CLAIMANT AND Smith & Smith Real Estate AGREE AS FOLLOWS:

- a) Smith & Smith Real Estate will advance all costs and perform all reasonable duties necessary to obtain the funds.
- b) Smith & Smith Real Estate agrees to provide all forms and documents required to process the claim for the funds.
- c) Client/Claimant Authorized Smith & Smith Real Estate to act as their exclusive agent to process a claim for the funds.
- d) Client/Claimant agrees to sign and return all documents needed to claim the funds to Smith & Smith Real Estate within three (3) days of requested to client/claimant.
- e) Upon receipt of the funds, Smith & Smith Real Estate agrees to provide client/claimant with a written disclosure regarding the nature of the funds; and
- f) Both parties agree to cooperate fully with all reasonable requests from the other in performance of this agreement.
- g) Client/Claimant agrees that Smith & Smith Real Estate may hire an attorney or law firm(s) of its choosing to perform and manage the claiming process.

2. COMPENSATION:

- a) Client/Claimant and Smith & Smith Real Estate agree that this Agreement is contingent upon client/claimant receiving the funds. If no funds are recovered, for any reason other than the client/claimant breaching this agreement, all parties to these Agreements are released of their duties and obligations under this Agreement and client/claimant will have no obligation whatsoever to pay.
- b) Smith & Smith Real Estate Client/claimant and Smith & Smith Real Estate agree to that Smith & Smith Real Estate shall receive 35% of any funds recovered

by Smith & Smith Real Estate as compensation for company work. Under no circumstances is the client/claimant responsible for paying any of Smith & Smith Real Estate's expenses. For clarification, Smith & Smith Real Estate is only entitled to the agreed percentage of the funds that are collected.

3. NON-CIRCUMVENTION:

- a) Client/Claimant understands that during the process of working with Smith & Smith Real Estate, the client/claimant may learn where the funds are located. Client/claimant agrees that he/she/they will not attempt to circumvent the Smith & Smith Real Estate by making the claim without Smith & Smith Real Estate involvement.
- b) In the event the client/claimant does attempt to circumvent the Smith & Smith Real Estate, client/claimant agrees that as soon as client/claimant starts to work on recovering the money independent of Smith & Smith Real Estate that client/claimant shall immediately pay the agreed upon percentage of the claim amount listed in the government account to Smith & Smith Real Estate. Such payment shall be made via wire transfer within two business days of client/claimant starting to work on recovering the money.
- c) If client/claimant does not pay within two business days client/claimant agrees to pay all costs incurred by Smith & Smith Real Estate in enforcing this agreement including Smith & Smith Real Estate's attorney's fees, legal costs, collection fees, and all other expenses incurred by Smith & Smith Real Estate in enforcing its rights to payment of its portion of the claim. In addition to the costs incurred by Smith & Smith Real Estate the client/claimant agrees to pay interest on all monies due to Smith & Smith Real Estate at the lesser of the legally permitted rate or twelve percent per annum.

4. LIMITATION OF LIABILITY:

- a) In no event shall liability of Smith & Smith Real Estate exceed the amount paid by client/claimant to Smith & Smith Real Estate on account of fees or costs. Client/Claimant agrees Smith & Smith Real Estate will not be liable for any alleged loss of monies that could have been claimed, business, direct or indirect damages, consequential or punitive damages, attorneys' fees and/or any other claims other than Smith & Smith Real Estate refunding any monies actually paid by client/claimant to Smith & Smith Real Estate. Client/Claimant is responsible for compliance with all state & local statutes, laws, and regulations. Client/Claimant agrees to indemnify and hold Smith & Smith Real Estate harmless from all claims arising from work performed under this agreement.
- b) Claimant hereby releases Organization and agrees to indemnify the Organization from all liability and claims Claimant or any other party may bring against Organization due to the claim being lost and funds escheated.

5. MISCELLANEOUS PROVISIONS

a) *Counterparts and Facsimile Transmission* – This Agreement may be signed in counterparts. A signed copy of this Agreement received by fax, scan, hard copy or email shall be deemed an original.

b) *Governing Law, Venue and Relief* – This Agreement received shall be governed under the laws of the state where Smith & Smith Real Estate has its office. In the event a dispute arises by either party, the venue shall be in the County Courts in the County in which Smith & Smith Real Estate has its office. The prevailing party shall be entitled to reasonable attorney’s fees and other relief awarded by the Court. c) *Binding* – This Agreement is binding upon all heirs, successors in interest, and assigns.

Intending to be below legally bound by this Agreement the parties affix their signatures below.

By signing below client/claimant agrees to hire Smith & Smith Real Estate to claim the Funds under the terms of this Agreement.

_____ **Date:** ___/___/___

Vickie E Smith
Owner/Broker
Smith & Smith Real Estate
Randolph, MA 02368
(781)956-9542
vsmithrei@gmail.com

Date: ___/___/___

Claimant First name Last name Signature

Claimant Current Address (Street, City, State, Zip code)

Claimant’s Tax Foreclosed Property Address (Street, City, State, Zip Code)

Claimant’s Phone Number: _____ Claimant’s email: _____

Sworn to and subscribed before me, this _____ day of _____, 20__

Notary Public
My Commission Expires: