**\*CONTINGENT FEE AGREEMENT\***

This Agreement is by and between [CLAIMANT FIRST NAME] [CLAIMANT LAST NAME] (client/claimant) and [COMPANY NAME] and is effective when signed by both parties. This agreement is made with reference to the following facts and circumstances:

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

**1. CLIENT/CLAIMANT AND [COMPANY NAME] AGREE AS FOLLOWS:**

**a)** [COMPANY NAME] will advance all costs and perform all reasonable duties necessary to obtain the funds;

**b)** [COMPANY NAME] agrees to provide all forms and documents required to process the claim for the funds;

**c)** Client/Claimant Authorized [COMPANY NAME] 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 [COMPANY NAME] within three (3) days of requested to client/claimant;

**e)** Upon receipt of the funds, [COMPANY NAME] 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 [COMPANY NAME]may hire an attorney or law firm(s) of its choosing to perform and manage the claiming process.

**2. COMPENSATION:**

**a)** Client/Claimant and [COMPANY NAME] agree that this Agreement is contingent upon client/claimant actually receiving the funds. In the event that 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 [COMPANY NAME].

**b)** Client/claimant and [COMPANY NAME] agree to that [COMPANY NAME] shall receive [PERCENT OF FUNDS]% of any funds recovered by [COMPANY NAME] as compensation for company work. Under no circumstances is the client/claimant responsible for paying any of [COMPANY NAME]’s expenses. For clarification, [COMPANY NAME] 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 the [COMPANY NAME], the client/claimant may learn where the funds are located. Client/claimant agrees that he/she/they will not attempt to circumvent the [COMPANY NAME] by making the claim without the [COMPANY NAME] involvement.

**b)** In the event the client/claimant does attempt to circumvent the [COMPANY NAME], client/claimant agrees that as soon as client/claimant starts to work on recovering the money independent of the [COMPANY NAME] that client/claimant shall immediately pay the agreed upon percentage of the claim amount listed in the government account to the [COMPANY NAME] **[KEEP IF CLIENT AGREES TO REIMBURSE YOUR EXPENSES = *and reimburse [COMPANY NAME] for its costs***]. 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 [COMPANY NAME] in enforcing this agreement including [COMPANY NAME]’s attorney’s fees, legal costs, collection fees, and all other expenses incurred by the [COMPANY NAME] in enforcing its rights to payment of its portion of the claim. In addition to the costs incurred by the [COMPANY NAME] the client/claimant agrees to pay interest on all monies due the [COMPANY NAME] at the lesser of the legally permitted rate or twelve percent per annum.

**4. LIMITATION OF LIABILITY:**

**a)** In no event shall liability of [COMPANY NAME] exceed the amount paid by client/claimant to [COMPANY NAME] on account of fees or costs. Client/Claimant agrees [COMPANY NAME] 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 [COMPANY NAME] refunding any monies actually paid by client/claimant to [COMPANY NAME]. Client/Claimant is responsible for compliance with all state & local statutes, laws, and regulations. Client/Claimant agrees to indemnify and hold [COMPANY NAME] harmless from all claims arising from work performed under this agreement.

**b)** Claimant hereby releases Organization and agrees to indemnify the Organization from any and 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 the [COMPANY NAME] 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 the [COMPANY NAME] 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 [COMPANY NAME]to claim the Funds under the terms of this Agreement.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** DATE: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

[FIRST NAME] [LAST NAME]

[TITLE]

[COMPANY NAME]

[ADDRESS]

[CITY] [STATE] [ZIP CODE]

Phone: [PHONE NUMBER]

Email: [EMAIL ADDRESS]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** DATE: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

[CLAIMANT FIRST NAME] [CLAIMANT LAST NAME]

[CLAIMANT ADDRESS]

[CLAIMANT CITY] [CLAIMANT STATE] [CLAIMANT ZIP CODE]

Phone: [CLAIMANT PHONE NUMBER]