**CONTINGENT FEE SERVICE AGREEMENT**

This Agreement is by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (client) and **Excess Funds LLC** and is effective when signed by both parties.

**Background**

This agreement is made with reference to the following facts and circumstances:

**Excess Funds LLC** is in the business of processing claims for funds it has located;

**Excess Funds LLC** believes that client is eligible to claim a refund and:

Client wishes for **Excess Funds LLC** to verify that funds are due to client and for **Excess Funds LLC** to then go and get those funds for client in exchange for **Excess Funds LLC** receiving a portion of the monies recovered.

**1. Client and Excess Funds LLC agree and follow:**

a) **Excess Funds LLC** will advance all cost and perform all reasonable duties necessary to obtain the funds;

b) **Excess Funds LLC** agrees to provide all forms and documents required to process the claim for the Funds;

c) Client Authorized **Excess Funds LLC** to act as their exclusive agent to process a claim for the funds;

d) Client agrees to sign and return all documents needed to claim the funds to **Excess Funds LLC** within three (3) days of requested to client;

e) Upon receipt of the Funds, **Excess Funds LLC** agrees to provide Client 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

**2. COMPENSATION:**

*a) Client and* **Excess Funds LLC** *agree that this Agreement is contingent upon Client actually receiving the funds. In the event that no funds are recovered, all parties to these Agreements are released of their duties and obligations under this Agreement and Client will have no obligation whatsoever to pay* **Excess Funds LLC***.*

b) Client and **Excess Funds LLC** agree to that **Excess Funds LLC** shall receive 50% of any funds recovered by **Excess Funds LLC** as a compensation for Companies work. In addition **Excess Funds LLC** Shall Receive reimbursement for expenses incurred to third parties in recovering funds – such as overnight mail/ delivery services charges, notary fees, postage, counsel fees and cost if an Attorney needs to be retained to recover the funds and other reasonable and ordinary expenses.

c) Under no circumstances is client responsible for paying any **Excess Funds LLC**’ expenses unless and until funds are recovered in which case the expenses shall be deducted from the total Funds received and the **Excess Funds LLC** shall receive a percentage of the Funds net of expenses.

d) For clarification, **Excess Funds LLC** is ONLY entitled to a percentage of the funds that are actually collected and ONLY reimbursed for expenses if money is recovered.

**4. 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 of Texas where the **Excess Funds LLC** 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 **Excess Funds LLC** 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 assign.

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

**Excess Funds LLC**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Excess Funds LLC** Address:  **7322 SW Freeway Ste. 802 Houston TX 77074**

**Excess Funds LLC** Phone: **713-255-7200**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Claimant’s Signature Phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Claimant’s Name Date

Address