

National Overages Finders Alliance Excess Funds Service Agreement

This Service Agreement is entered into and made effective as of _____ (Effective Date), between: _____ (“Client”), an individual residing at _____, _____ [City], Texas _____ [ZIP Code], and **The National Overages Finders Alliance**, a Texas-based consulting firm (“Consultant”). As part of the Services, the Consultant may undertake efforts to recover excess proceeds arising from foreclosure or tax sale events on behalf of the Client or rightful heirs.

The following details shall be recorded for each excess funds claim handled under this Agreement:

- **Cause Number:** TX-_____

- **Property Address:**

- **Claimant:** _____

- **Expected Amount of Funds (per public records):** \$ _____

The Consultant will perform all services related to the identification, documentation, and lawful recovery of excess funds in strict compliance with applicable laws and regulations. The Consultant commits to keeping the Client informed throughout the claim process and will pursue recovery with due diligence and integrity.

1. Description of Services.

Recovery of Excess Proceeds held by the court or government entity.

- Consultant is retained solely to identify, prepare, and pursue a claim for excess proceeds related to the foreclosure or tax sale referenced in this Agreement. Consultant does not provide legal advice and is not a law firm.
- Client agrees to provide accurate information, identification documents, heirship documentation if applicable, and to respond promptly to requests necessary to pursue the claim.

2. Compensation and Enforcement. The Client agrees that the Consultant shall receive 21% of recovered funds, payable only upon successful recovery. No fee is owed unless funds are successfully recovered. Payment shall be made directly from recovered proceeds at closing or disbursement.

3. Non-Circumvention Clause. Either Client agrees not to bypass Consultant and independently pursue recovery of the identified excess proceeds after receiving confidential claim information from Consultant. If Client does so, Consultant shall remain entitled to the agreed contingency fee.

4. Confidentiality. The Consultant, including its employees, agents, affiliates, and representatives, agrees not to use, disclose, or communicate—whether directly or indirectly—for personal gain or for the benefit of any third party, any non-public, proprietary, or sensitive information obtained from or on behalf of the Client in connection with the services provided under this Agreement.

This includes, but is not limited to, information related to the Client's financial status, mortgage accounts, credit history, legal matters, personal identification, ownership interests, surplus funds claims, potential or pending property sales, investor negotiations, or any strategic discussions regarding foreclosure prevention, credit repair, or real estate disposition.

The Consultant will safeguard all such information and treat it as strictly confidential, both during the term of this Agreement and indefinitely thereafter. Any oral or written waiver by the Client permitting the disclosure of confidential information shall apply only to the specific instance and the specific third party identified in such waiver. All other obligations under this confidentiality clause shall remain in full force and effect.

Upon termination or completion of this Agreement, the Consultant shall promptly return or securely destroy any and all records, notes, documents, digital files, and other materials obtained, created, or controlled in connection with the services rendered, unless otherwise required by law or with the Client's express written consent.

5. Indemnification. The Consultant is not liable for court processing delays or third-party decisions beyond the Consultant's control. This indemnification shall not extend to any claims or liabilities resulting from the Client's own negligence, willful misconduct, failure to disclose material information, or violation of law.

The obligations under this section shall survive the termination or expiration of this Agreement.

6. Standard of Performance. The Consultant agrees to perform all services and fulfill its obligations under this Agreement in a timely, diligent, and workmanlike manner, employing the skill, knowledge, and care ordinarily exercised by reputable professionals providing similar consulting services within the Consultant's community and region. The Consultant commits to maintaining a standard of care that is equal to or exceeds the level customarily upheld by comparable service providers engaged in analogous projects.

7. Default. The following events shall constitute a material default under this Agreement:

- (a) Failure by the Client to make any required payment when due;
- (b) The insolvency, assignment for the benefit of creditors, or filing of bankruptcy by either party, whether voluntary or involuntary;
- (c) The seizure, levy, or attachment of any substantial portion of either party's assets by a creditor, court, or government agency, which materially affects that party's ability to perform under this Agreement;
- (d) The Consultant's failure to perform or deliver services in the time, manner, or scope required by this Agreement, without good cause or prior written consent from the Client.

Upon the occurrence of any default, the non-defaulting party shall have the right to terminate this Agreement and pursue any remedies available at law or in equity.

8. Remedies. In addition to any other rights or remedies available at law or in equity, if either party materially defaults in the performance of any provision, term, or condition of this Agreement—including, without limitation, failure to make a monetary payment when due—the non-defaulting party may issue a written notice of default to the defaulting party.

9. Force Majeure. Neither party shall be held liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by events or circumstances beyond the reasonable control of the affected party (“Force Majeure Event”), provided that the affected party promptly notifies the other party in writing of the occurrence and nature of such event.

Force Majeure Events include, but are not limited to: acts of God; natural disasters such as fires, explosions, storms, or floods; pandemics, epidemics, outbreaks of infectious disease, or other public health emergencies, including related quarantines or employee restrictions; acts of military or civil authority; national emergencies; insurrections; riots; wars; labor disputes including strikes, lockouts, or work stoppages; and failures or delays by suppliers or subcontractors beyond the affected party’s control.

The obligations of the affected party shall be suspended for the duration of the Force Majeure Event, and the affected party shall use commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as reasonably practicable.

For purposes of this clause, an event or condition shall not be deemed a Force Majeure Event if caused, in whole or in part, by the negligence, intentional misconduct, or failure to act of the affected party or its employees, agents, officers, or affiliates.

10. Entire Agreement. This Agreement constitutes the complete and exclusive understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements, representations, warranties, or understandings between the parties. No other promises, conditions, or agreements—whether written or oral—shall be binding or enforceable unless expressly outlined in this Agreement or subsequently agreed to in a written amendment signed by both parties.

11. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. Should any provision be deemed invalid or unenforceable as written, but capable of being rendered valid and enforceable by reasonable modification or limitation, such provision shall be construed and enforced to the fullest extent permitted by law.

12. Amendment. This Agreement may be modified or amended only by a written instrument signed by both parties. No oral modifications or amendments shall be valid or enforceable.

13. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in the County of the situs address, and the parties hereby consent to the personal jurisdiction and venue of such courts.

14. Notice. Any notice or communication required or permitted under this Agreement shall be deemed sufficiently given if delivered personally, sent by certified mail with return receipt requested, or sent via a nationally recognized overnight courier service, to the address set forth in the opening paragraph of this Agreement or to such other address as either party may designate in writing. Notices shall be effective upon receipt or, if delivery is refused, upon the date of such refusal.

15. Assignment. Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment without such consent shall be null and void..

16. Attorney's Fees and Collection Costs. In any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred, including, without limitation, court costs, collection costs, and attorneys' fees. With respect to excess funds claims specifically, the **Consultant assumes all attorney fees and legal expenses** incurred during the pursuit of such claims. The **Consultant will only charge the Client a fee if and when the claim is successfully resolved** in the Client's favor, consistent with the terms of this Agreement.

This Agreement covers a broad range of consulting services, and except as specifically stated herein for **excess funds claims**, attorney fees, and costs related to other consulting services shall be handled as agreed separately or as provided by law.

17. Construction and Interpretation. The parties expressly waive the rule of construction or interpretation against the drafter. This Agreement shall be deemed to have been mutually drafted and negotiated by both parties and shall be interpreted fairly and reasonably in accordance with its plain meaning.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the date first written above.

Client:

Client's Full Legal Name: _____

Signature: _____

Date: _____