

**Disclaimer:** *This is a sample fee agreement provided for informational purposes only. It does not constitute legal advice. Users should consult with an attorney to ensure compliance with state laws and to customize the agreement for their specific needs.*

## Fee Agreement for Surplus Funds Recovery

This **Fee Agreement** ("Agreement") is made and entered into on this **[DATE]**, by and between:

**Client:** **[Homeowner/Claimant Name]**  
Address: **[Claimant's Address]**

AND

**Recovery Firm:** **[Your Business Name]**  
Address: **[Your Business Address]**

WHEREAS, the **Client** is entitled to claim surplus funds resulting from a **foreclosure sale/tax sale auction** and desires the services of the **[Your Business Name]** to assist in filing and recovering these funds.

NOW, THEREFORE, the parties agree as follows:

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### 1. SCOPE OF SERVICES

**[Your Business Name]** agrees to assist the **Client** in locating, filing, and claiming **excess funds/surplus proceeds** resulting from a foreclosure or tax deed sale.

The services provided include:

**Researching and verifying surplus funds eligibility**  
**Preparing and submitting claim documentation**  
**Communicating with the trustee, or agency handling the claim**  
**Following up on the claim process until funds are released**

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### 2. CONTINGENCY FEE AGREEMENT

The **Client** agrees to pay the **[Your Business Name]** a **contingency fee of [X]%** of the total recovered surplus funds.

- **No upfront payment is required.** The **[Your Business Name]** is only paid upon successful recovery of funds.
- The contingency fee shall be **deducted directly** from the recovered funds before disbursement to the Client.
- If the claim is unsuccessful, the Client owes nothing.

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### 3. ATTORNEY INVOLVEMENT & LEGAL COSTS

The Client understands that the **[Your Business Name]** may retain an attorney to assist with the surplus funds recovery process.

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- Any **attorney fees, court filing costs, or legal expenses** related to the claim will be **covered entirely by the Recovery Firm**.
  - The Client will **not** be responsible for **any legal costs** associated with the claim.
  - The Recovery Firm will work with **licensed attorneys** to handle legal documentation, filings, and court procedures if necessary.
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#### 4. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide **all necessary documents** required for filing the claim.
  - **Sign required legal forms** to authorize the claim process.
  - **Cooperate with the [Your Business Name]** and respond to communications in a timely manner.
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#### 5. POWER OF ATTORNEY (IF APPLICABLE)

The Client **may grant limited power of attorney** to the **[Your Business Name]** to act on their behalf in submitting and processing the claim.

This power of attorney **does not allow** the **[Your Business Name]** to make financial decisions, transfer ownership of property, or act outside the scope of filing for surplus funds.

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#### 6. TERMINATION

Either party may terminate this agreement **with written notice** before the claim is filed.

If the Client terminates after the claim has been successfully filed, **[Your Business Name]** is still entitled to its contingency fee.

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#### 7. DISCLAIMER & LEGAL NOTICE

- The Recovery Firm **is not a law firm** and **does not provide legal advice**.
  - This agreement does not establish an **attorney-client relationship** between the Client and the attorney retained by the Recovery Firm.
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#### 8. GOVERNING LAW

This agreement shall be governed by the laws of the **State of [INSERT STATE]**, and any disputes shall be resolved in the appropriate courts within that jurisdiction.

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## 9. AGREEMENT SIGNATURES

By signing below, both parties acknowledge and agree to the terms stated in this agreement.

**Client Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Recovery Firm Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## How to Use This Document

- This agreement should be **customized with state-specific requirements**.
- The **contingency fee percentage** should reflect your standard pricing.
- **Your business should clearly state its role** in hiring and covering attorney fees.
- **Consult an attorney** to ensure full compliance with state laws.