

CONTINGENT FEE SERVICE AGREEMENT

This Contingent Fee Service Agreement ("Agreement") is by and between Natalie Renee Psyche Alodie Carter ("Coachmen Surplus Foreclosure Advisers") and _____ ("Client") (collectively, the "Parties") and is effective only when signed by the Parties.

RECITALS :

WHEREAS, the (CSFA) is in the business of locating, delivering, recovering, and/or assisting in the recovery of money that may be claimed by Client;

WHEREAS, the (CSFA) has identified that the Client may be eligible to recover certain monies that are either unclaimed or deposited;

WHEREAS, the (CSFA) has invested resources to research and source these monies that may be owed to Client; and

WHEREAS, the Client, after full advisement of the applicable laws and purposes for which the (CSFA) engages in business, hereby agrees to compensate the (CSFA) in accordance with law, and further wishes to engage with the Company to act on the Client's _____ behalf in locating, delivering, recovering, and otherwise to assist in the recovery of those monies which may be claimed by Client, as permitted by law.

NOW THEREFORE, the _____ and the (CSFA) agree as follows:

1. Authorization To Act/Scope of Service

- a) Subject to the terms contained herein, (CSFA) will perform all reasonable and permissible steps on the Client's behalf necessary to claim the Funds and will advance all costs and fees incurred in claiming Client's Funds;
- b) Based upon information and belief, the (CSFA) has identified the following amount of monies that the amount to be collected is \$_____ ("Proceeds") currently deposited in the tax sale surplus fund and/or held as unclaimed property.
- c) The (CSFA) reasonably believes that the value of the client's share of the amount recovered after Compensation to (CSFA) is deducted shall be not less than ninety percent (90%) of the amount of the funds collected; or the distributive share, should other heirs exist, of said amount collected.

- d) The (CSFA) shall be entitled to compensation under this Agreement in an amount equal to 10% of the funds collected (“Compensation”) amount subject to final audit.
- e) If the (CSFA) is unable to collect the Funds or any portion thereof for the Client, the Parties are fully released of all of their duties and obligations under this Agreement and the Client shall have no obligations whatsoever under this Agreement.
- f) The Parties agree that the (CSFA) may refer or that the Client may seek independent counsel to facilitate the legal processes necessary to petition and/or litigate matters that may arise in connection with the collection of these monies. Client understands and agrees that any such service is separate and distinct from the primary purposes of this Agreement and that the hiring of an attorney is beyond the scope of this Agreement;
- g) The Client authorizes the (CSFA) to act as their exclusive agent to process a claim for the Funds;
- h) Upon receipt of the Funds or any portion thereof, the (CSFA) shall deposit the Funds in accordance with the governing body to which the recovery of the funds has been filed;
- i) The Funds shall not be released and distributed except as provided in this Agreement ; and
- j) The Client and the (CSFA) agree to cooperate fully with all reasonable requests from the other in performance of this Agreement.

2. NON-CIRCUMVENTION:

- a) The Client understands that the (CSFA) will invest resources to research, source, and process the Client’s claim to the Funds and further that Client may learn the nature and location of the Funds during the process of working with the (CSFA) Client agrees that neither Client nor anyone acting on Client’s behalf other than the (CSFA) will attempt to circumvent the (CSFA) by independently pursuing a claim for the Funds without the (CSFA) participation, involvement, and reimbursement in accordance with the terms and conditions of this Agreement.
- b) If the Client circumvents the (CSFA) in any way and recovers all or some of the Funds independently of the (CSFA), the Client agrees to immediately pay to the (CSFA), in full, the (CSFA) Compensation as provided for in this Agreement.
- c) To the extent the (CSFA) is required to enforce any term or obligation of the Agreement, Client shall be responsible for any and all damages, court costs, attorney fees and collection costs.

3. MISCELLANEOUS PROVISIONS:

- a) This Agreement may be signed in counterparts.
- b) A signed copy of this Agreement received by fax, scan, text, hard copy or email shall be deemed an original.
- c) This Agreement shall be governed by the laws of the State of Indiana, exclusive of conflict of laws principles.
- d) If disputes arise between the Parties, the exclusive venue shall be in the Marion County Court, Indiana and the Client agree to waive all defenses to personal jurisdiction in the State of Indiana.
- e) This Agreement is binding upon all heirs, successors in interest, and assigns. Client has the authority to enter into this agreement and bind all parties.
- f) The Client acknowledges that the (CFSA) does not guarantee results on the Client's behalf and agrees to indemnify and hold the (CFSA) harmless from any acts taken by the (CFSA) on behalf of the Client.

("Coachmen Foreclosure Surplus Advisors ")

Company Name: Coachmen Surplus Foreclosure Advisers

CEO: Natalie Carter

Phone: _____

Email: _____

Date: _____