

Contingency Agreement

This Agreement between _____ and CLIENT NAME
_____;

shall be binding and inure to the benefit of both parties.

Whereas, _____ has identified unclaimed funds held by a third party which it reasonably believes OC may have the right to claim in whole or in part; and

Whereas, OC has not made any attempt to claim such funds; and

Whereas, the parties acknowledge and agree that OC's right to claim such funds constitutes an expectancy that may produce significant, minimal or no future cash value; and

Whereas, OC acknowledges and understands that ((your company name)) enters into this Agreement with an expectation of making a profit; and

Whereas, OC acknowledges he/she has been advised of the desirability of seeking - and has been given a reasonable opportunity to seek - the advice of independent legal counsel regarding this Agreement; and

Whereas, Whereas the parties have mutually agreed that is in the best interests of both parties to enter into this Agreement;

Now, therefore, the parties mutually agree that:

1. OC hereby conveys to _____ percent (_____%) of its right, title and interest in and to such unclaimed funds, believed to be _____, amount believed to be held by the court or government entity and due to OC. This is an estimate. _____ will review the case to confirm the amount after _____ receives this Agreement from OC). Any and all court, attorney (if needed), research, materials, etc. cost will be borne by _____ from _____ portion.

2. If the funds have been reduced to less than _____, _____ has the right to not pursue the retrieval.

3. OC understands that OC is selling _____ percent (_____%) of OC's rights and interests in and to such unclaimed funds that OC may have. OC agrees that the percentage is reasonable and acknowledges that it is in no way unconscionable, given that _____ has contributed its experience, skills and insights, all of which OC does not possess, in order to locate and identify the unclaimed funds and to locate OC and notify OC of the existence of the unclaimed funds, and that _____ is assuming all risks of loss associated with any incurred costs of the retrieval.

4. _____ will obtain counsel if needed, at _____ expense to assist with filing a Petition to claim the unclaimed funds.

5. OC hereby acknowledges and understands that _____ does not and shall not represent OC in any legal capacity beyond funds retrieval and that neither this Agreement nor any related document, correspondence, or oral agreement shall be interpreted as to create a partnership, joint venture, or attorney-client relationship between the parties.

8. OC acknowledges that they are entering into this Agreement without coercion, duress or undue pressure or influence.

9. OC hereby acknowledges and understands that _____ has invested significant time, effort and money in identifying the unclaimed funds and under the terms of this Agreement has a vested interest in such funds. OC shall instruct, upon request, the funds holder to pay _____ percent (_____%) of all funds directly.

10. This agreement shall be construed and interpreted in accordance with the laws of the State of _____.

_____ Date _____

Claimant Signature

Client Name _____

State of _____)

County of _____)

Before me, _____, on this day personally appeared affiant(s), and acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

_____ (OFFICIAL SEAL)