

BRANDON L. FAULKNER

Asset Recovery & Overage Claims Specialist

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ | Email: _____

CONTINGENCY FEE AGREEMENT AND AUTHORIZATION TO RELEASE FUNDS

This Agreement is made and entered into on this _____ day of _____, 20_____, by and between:

Claimant (Former Property Owner):

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Agent (Finder):

Name: **Brandon L. Faulkner**

Address: _____

City: _____ State: _____ Zip Code: _____

1. Purpose of Agreement

The Claimant authorizes the Agent to act on their behalf to locate, claim, and recover excess/overage funds ("Funds") held by the state or local government resulting from the tax sale foreclosure of the Claimant's former property.

2. Authorization to Act

The Claimant hereby grants full permission and authorization to the Agent to contact state and local government agencies, submit necessary claim forms, and perform all actions required to facilitate the release and recovery of the Funds owed to the Claimant.

3. Contingency Fee

This Agreement is strictly contingent. The Agent agrees to advance all costs and efforts required to recover the Funds. In consideration for the Agent's services, the Claimant agrees to pay the Agent a finder's fee of **thirty-five percent (35%)** of the total gross amount of the Funds recovered. If no Funds are recovered, the Claimant owes the Agent nothing.

4. Disbursement of Funds

The Claimant authorizes and directs the holding government agency to issue the recovered Funds via check made payable to and mailed directly to the Agent, **Brandon L. Faulkner**, at the Agent's address listed above. Upon receipt of the Funds, the Agent shall deduct the 35% contingency fee and remit the remaining sixty-five percent (65%) balance to the Claimant within _____ business days, along with a full accounting of the recovered Funds.

5. Tax Disclosure & Withholding

The Claimant acknowledges that any overage funds recovered beyond the owed property taxes represent equity belonging to the former owner. These proceeds may be considered taxable earned income under applicable state and federal law unless directly deposited into a qualifying Individual Retirement Account (IRA) or subject to another recognized exemption. The Agent's 35% contingency fee is likewise subject to applicable state and federal tax withholdings. The Claimant is strongly advised to consult a qualified tax professional or CPA regarding the tax treatment of any recovered funds prior to or upon receipt.

6. Notarization Requirement

The Claimant acknowledges that most state and county government agencies require this Authorization Agreement — or a companion agency authorization form — to be **notarized by a licensed Notary Public** before the claim can be accepted and processed. Notarization confirms the Claimant's identity and the voluntary execution of this document, and is a standard legal requirement for the release of government-held equity funds to a third-party agent. This Agreement shall not be considered legally effective for submission to any government agency until it bears the signature, seal, and commission information of a licensed Notary Public in the state where the Claimant executes it.

Complimentary Service: *As a courtesy to every client, Brandon L. Faulkner provides complimentary notary coordination, including pickup and delivery of documents at a time and location convenient to the Claimant. There is no additional charge for this service. The Claimant need not locate or travel to a notary — this is handled as part of the recovery process.*

7. Claimant's Duties

The Claimant agrees to cooperate fully with the Agent, including providing any necessary identification, being present for notarization of this and any related documents, signing additional claim forms or limited powers of attorney required by the government agency, and providing accurate contact information throughout the recovery process.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CLAIMANT:

AGENT:

Signature

Signature

Printed Name

Printed Name: **Brandon L. Faulkner**

Date

Date

NOTARY ACKNOWLEDGMENT

State of _____ County of _____

On this _____ day of _____, 20_____, before me personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public Signature

My Commission Expires: _____

(Affix Notary Seal Here)