

Real Estate Solutions & Foreclosure Prevention Consulting Agreement

This Consulting Agreement (“Agreement”) is entered into and made effective as of _____ (“Effective Date”), by and between: _____ (“Client”), an individual residing at _____, _____ [City], Texas _____ [ZIP Code], and **The National Overages Finders Alliance**, a Texas-based consulting firm located at **1910 Pacific Avenue, Dallas, Texas 75201** (“Consultant”).

1. Description of Services. Beginning on the Effective Date, the Consultant shall provide to the Client the following services (collectively, the “Services”):

The Client has engaged the Consultant to deliver professional real estate consulting services with a primary focus on preventing, delaying, or lawfully reversing foreclosure proceedings. These services are executed through a combination of strategic, time-sensitive actions designed to protect the Client’s equity, preserve homeownership when possible, and explore all viable outcomes.

Consulting services may include, but are not limited to:

- Direct negotiation and correspondence with mortgage servicers or lienholders;
- Legal analysis of possible violations under the Real Estate Settlement Procedures Act (RESPA), Texas Property Code § 51, and related statutes;
- Investor and lender outreach to secure reinstatement, payoff, or purchase offers;
- Coordination with contractors to assess necessary repairs and prepare for potential resale;
- Guidance in completing HUD-certified housing counseling and other compliance pathways;
- Support in resolving title, deed, or lien-related complications;
- Strategic marketing and representation in the event of a voluntary sale.

The Consultant acts strictly within the bounds of applicable federal and state law, maintaining a fiduciary-like commitment to the Client’s best interests throughout the foreclosure prevention and resolution process.

Excess Funds Recovery Services

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. This includes, but is not limited to, researching, filing, and pursuing claims for surplus funds held by courts or government entities.

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

- **Cause Number:** _____ (typically a 7–10 digit number starting with “TX”)
- **Property Address:** _____
- **Court Claim Name(s):** _____, _____, _____
- **Heir or Claimant Name(s):** _____, _____, _____
- **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.

2. Compensation and Enforcement. The Client agrees to compensate the Consultant in the total amount of \$_____.____, payable upon execution of this Agreement, unless otherwise specified in writing. Should the Client fail to remit payment as agreed, the Consultant reserves the right to treat such nonpayment as a

material breach of this Agreement. In addition to any remedies available under law or equity, the Consultant may immediately suspend services, terminate this Agreement, and pursue all lawful means of collection, including but not limited to recovery of reasonable attorney's fees, costs, and accrued interest.

3. Termination. Either party may terminate this Agreement by providing no less than **fourteen (14) days' prior written notice** to the other party. Notice of termination must be provided in writing and delivered either by email or certified mail, with proof of delivery retained by the sending party. Termination shall be effective upon confirmed receipt of such notice. All fees for services rendered prior to the effective date of termination shall remain due and payable.

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 agrees to indemnify, defend, and hold harmless the Client, including its heirs, successors, assigns, and legal representatives, from and against any and all claims, demands, losses, liabilities, damages, expenses, costs, and judgments—including reasonable attorney's fees and court costs—arising out of or resulting from any negligent acts, errors, omissions, or willful misconduct by the Consultant or the Consultant's employees, agents, subcontractors, or representatives in the performance of services under this Agreement.

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.

Such notice shall specify, with reasonable particularity, the nature of the default. The defaulting party shall then have **ninety (90) days** from the effective date of the notice to cure the default(s) to the satisfaction of the non-defaulting party.

If the default is not cured within this period, and unless waived in writing by the non-defaulting party, this Agreement shall automatically terminate without further notice or action required.

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 set forth 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. Waiver of Contractual Rights. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that party’s right to enforce such provision or any other provision in the future. No waiver shall be valid unless made in writing and signed by the party waiving its rights.

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 attorney’s 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.

18. 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.

Here’s a refined and professional version of your **Execution** or **Signature** block with clear placeholders and formatting for easy completion:

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]
By: _____
Name: _____
Title (if applicable): _____
Date: _____

Consultant:
The National Overages Finders Alliance
By: _____
Name: _____
Title: _____
Date: _____

Morocco Designs Inc., doing business as National Overages Finders Alliance (NOFA), is a Dallas-based real estate consulting firm dedicated to empowering clients through strategic foreclosure prevention, excess funds recovery, and comprehensive property services. We operate with a commitment to integrity, transparency, and client advocacy. For inquiries or support, please contact us at **866-800-6632**, visit our website at Overages.us, or email info@Overages.us. Our services comply with applicable laws and regulations, and we encourage clients to seek independent professional advice tailored to their unique circumstances.
