



CONSULTING AGREEMENT

This agreement (the "Agreement") is by and between National Home Retention Center together with its designates, its legal associates, its successors and/or assigns (hereinafter referred to as "NHRC"), and

_____ (hereinafter referred to as "Homeowner"), with a subject property address of:

This Agreement is entered into this _____ day of _____, 20_____.

This Agreement is for Services to be performed on a: 1st Lien 2nd Lien, or both

RECITALS:

Whereas Homeowner is the owner of a residential property encumbered by a mortgage lien(s).

Whereas NHRC provides services to Homeowners including, but not limited to:

1. Property, loan and debt **analysis** for the purposes of loan modification, principal reduction and/or loan restructuring.
2. **Negotiating** with lenders and servicers for the purposes of lowering the Homeowners monthly payment, securing payoffs, securing fixed rates for toxic ARM loans and/or resetting the current loan by lowering the Homeowners principal balance on their subject property.

FEES:

For services to be rendered by the NHRC as required by this Agreement, the Homeowner will pay NHRC compensation on the following basis:

A. Initial A. Homeowner agrees to pay a one (1) time fee of: \$_____.
Here_____ This fee will be payable upon completion of this executed Agreement.

OR
B. Initial B. Client agrees to pay an initial fee of \$_____ today and
Here_____ then _____ additional payments to be made as follows:

\$_____ To be paid on or before _____, then

\$_____ To be paid on or before _____, then

\$_____ to be paid on or before _____, then

I/We understand that NHRC will not be able to begin negotiations with my lender / servicer until all fees have been paid.

Checks are to be made payable to: National Home Retention Center



ADDITIONAL FEES:

Homeowner agrees that establishing the subject properties current value is a critical part of the negotiation process its lender / servicer.

_____ (Homeowners Initials) Homeowner agrees to pay the sum of **\$125** to **Loan Fulfillment Services** to cover the cost of ordering a Broker's Price Opinion in order to effectively establish the subject properties value. *Note: A loan modification is not dependent on having a Broker's Price Opinion.*

ACKNOWLEDGEMENTS:

_____ (Homeowners Initials) Homeowner is aware and understands that NHRC is not a law firm. NHRC are not Attorneys or Counselors at Law. NHRC does not supply legal services, give legal advice or provide legal representation. If Homeowner is seeking legal counsel then Homeowner should contact their local Bar Association for Help.

_____ (Homeowners Initials) Homeowner is aware and understands that NHRC does not engage in foreclosure rescue services or any kind of equity purchase / repurchase schemes as defined by Florida Statutes 501.1377.

_____ (Homeowners Initials) Foreclosure cases are lawsuits. Only the Homeowner or a practicing attorney, licensed in the State of Florida, can represent Homeowner in foreclosure. Homeowner acknowledges that if foreclosure proceedings have been initiated against Homeowner, NHRC strongly recommends that Homeowner seek legal counsel immediately.

_____ (Homeowners Initials) Homeowner agrees that the services provided by NHRC are in good faith and that no particular outcome may be guaranteed. NHRC's services are subject to third party approval and negotiations are performed in the best interest of the Homeowner. NHRC will explain available options to the Homeowner who is the ultimate decision maker regarding the subject property.

_____ (Homeowners Initials) Homeowner will notify NHRC of any and all filings, notices, requests, demands or other communications sent by lender/servicer or its representatives. Homeowner will forward same to NHRC via fax: (888-582-1906), e-mail: ps@e-loanmod.com, or US mail to:

NHRC Attn: Legal Dept. • 5481 North University Dr, Suite 102 • Coral Springs, FL 33067



Term of Agreement: The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of services as determined solely by NHRC. **Early termination of this agreement will not result in a refund of any fees for services already paid.**

Reimbursement of Expenses: NHRC will **not** be reimbursed for expenses incurred by the NHRC in connection with providing the services of this except as provided herein or otherwise agreed in writing between the parties.

Performance: The parties agree to do everything necessary to ensure that the terms of this Agreement take effect in good faith and best effort.

Confidentiality: NHRC agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Homeowner, which NHRC has obtained, except as may be necessary or desirable to further the business interests of the Homeowner. This obligation will survive indefinitely upon termination of this Agreement

Time of the Essence: Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement: It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Capacity/Independent Contractor: It is expressly agreed that the NHRC is acting as an independent contractor and not as an employee in providing services under this Agreement. NHRC and Homeowner acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for consulting services.

Limitation of Liability: The Homeowner will indemnify and hold the NHRC harmless from any claims against the Homeowner by any other party, arising directly or indirectly out of the services provided by NHRC.

It is understood and agreed that the NHRC shall have no liability and will be held harmless regarding this transaction by Homeowner or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the services provided by NHRC.

Costs and Legal Expenses: In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.



Dispute Resolution: In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then parties consent to venue in a court of competent jurisdiction in Broward County, Florida and all questions regarding the validity, interpretation, or performance of any of its terms or any of its rights or obligations of the parties shall be governed by Florida law.

Severability: In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver: The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Facsimile: It is agreed that when executed by both parties, a fax or copy of this Agreement and any addendums shall have the same legal effect as an original signature document for contractual and/or legal purposes.

Homeowner:

Homeowner Signature: _____ Date _____

Printed Homeowner Name: _____

Co-Homeowner Signature: _____ Date _____

Co-Printed Homeowner Name: _____

National Home Retention Center:

Representatives Signature: _____ Date _____

Printed Representatives Name: _____

Reps Phone Number: _____ Reps E-Mail: _____