

## EXCESS PROCEEDS THIRD PARTY DISTRIBUTION AGREEMENT

This Excess Proceeds Third Party Distribution Agreement (“Agreement”) is made and entered into voluntarily by and between \_\_\_\_\_ (“Claimant”) and The Access Center (“The Access Center”).

### RECITALS

WHEREAS Claimant’s home located at \_\_\_\_\_ in Arizona was foreclosed on through a trustee sale on \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS more than 30 days have passed since the trustee sale took place.

WHEREAS The Access Center has notified Claimant that excess proceeds exist, and that Claimant may be able to claim these excess proceeds under A.R.S. § 33-812.

WHEREAS in consideration of The Access Center notifying Claimant of the existence of the excess proceeds, Claimant agrees to compensate The Access Center Two Thousand Five Hundred and NO/100 Dollars (\$2,500) in the event of an excess proceeds award as set forth in more detail herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein, the Parties hereto agree as follows:

### AGREEMENT

1. **Compensation to The Access Center.** In consideration of The Access Center notifying Claimant of the existence of excess proceeds, Claimant agrees to pay The Access Center Two Thousand Five Hundred and NO/100 Dollars (\$2,500) from the excess proceeds award. In the event, however, that the excess proceeds awarded do not exceed \$5,000, then the Parties agree that Claimant will receive 70% of the excess proceeds awarded and The Access Center will receive 30% of the excess proceeds awarded.
2. **Excess Proceeds Court Process.** Claimant understands that The Access Center, other than notifying Claimant that excess proceeds exist following the trustee sale of Claimant’s home, shall not provide any legal advice to Claimant. Further, The Access Center shall not have any right whatsoever to pursue the excess proceeds in court on behalf of Claimant.
3. **Acknowledgment in Application for Excess Proceeds.** Claimant, or Claimant’s attorney, shall notify the Court in the initial Application for Release of Excess Proceeds of Sale by Owner of the existence of The Access Center and the compensation amount due and owing to The Access Center from an excess proceeds award as set forth herein.

4. **No Guarantees.** The Access Center understands that Claimant cannot guarantee that excess proceeds will be awarded to Claimant in the excess proceeds process. The Access Center also understands that Claimant cannot guarantee the amount of the excess proceeds which will be awarded.
5. **Authority.** The Parties represent and warrant to each other that they have the authority to enter into this Agreement.
6. **Arizona Law.** This Agreement shall be governed by Arizona law.
7. **Entire Agreement.** The Parties have read this Agreement in its entirety and agree to and understand the terms and conditions set forth herein. The Parties acknowledges that there are no other terms or oral agreements existing between Claimant and The Access Center. This Agreement may not be amended or modified in any way without the prior written consent of the Parties.
8. **Acknowledgments.** The Parties acknowledge and agree that this Agreement is entered into and executed voluntarily by each of the Parties hereto and without any duress or undue influence on the part of, or on behalf of, any such Party. Each of the Parties hereto has had the opportunity to be represented by an attorney, if they so elect, and to seek advice in connection with the negotiations for this Agreement. The Parties have read this Agreement and are fully aware of its contents and legal effect.
9. **Successors and Assigns.** This Agreement shall be binding upon the Parties' successors and assigns.
10. **Severability.** If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.
11. **Counterpart.** This Agreement may be executed by the Parties in any number of counterparts, including by way of email or facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.
12. **Headings and Captions.** The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
13. **Effective Date.** This Agreement shall be deemed effective on the date that it is signed by all of the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties on the date set forth opposite his or her name below. The undersigned hereby certify that they have read and fully understand all of the terms, provisions and conditions of this Agreement and have executed this Agreement voluntarily.

CLAIMANT(S)

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date \_\_\_\_\_

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that such instrument was executed by said person as said person's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known to the be the person described in and who executed the foregoing instrument and acknowledged to me that such instrument was executed by said person as said person's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

THE ACCESS CENTER

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_