

Copyright 2010-2014 www.JudgmentBuy.com MerdatSolutions@gmail.com, Fax: 1-912-721-7927
Harry Toft, Merdat Group, 5420 New Jesup Highway, Brunswick, GA 31523

THIS CONSTITUTES THE entire Agreement, entered into by Harry Toft DBA JudgmentBuy.com and Assigns, Merdat Group, 5420 New Jesup Highway, Brunswick, GA 31523 - hereinafter referred to as JB, and you, the OJC (Original Judgment or debt Creditor), the person or entity that owns the judgment or a debt, whose name and address is listed at the bottom of this agreement. This agreement is for all OJC judgments referred by JB.

This agreement is for a valuable consideration of a mutual promise of both parties to perform, and becomes active when it is signed by both parties, and stays in effect, and is not cancelled: until **either** the judgment or debt is satisfied, **or** it is cancelled by the signature of both parties in writing, **or** if the OJC does not accept or use the services of JB's referral, **or** if the referral JB recommends fails to recover any money for the OJC, and gives up on recovering anything for the OJC. **OJC should initial each page, and return all pages to JB.**

This agreement is to compensate JB in the event where JB works to find an appropriate contingency collection attorney, attorney judgment buyer, or collection agency, that successfully recovers at least some of the OJC's judgment or debt.

If money is recovered for the OJC as a result of JB's referral, **or** when JB finds an attorney **to buy OJC's judgment for cash up front, OJC agrees to pay JB 5 % of what they are paid – after they are paid,** as a result of JB's introduction to a lawyer or collection agency.

Any payment to JB cannot come from an attorney or a collection agency. It must come from the OJC. The JB-selected entity has agreed to notify JB whenever a payment is made to the OJC. OJC agrees that JB will be compensated if there is a successful recovery of money from the debtor, after it is paid to the OJC.

If the OJC does not recover any money on the judgment or debt, no money is owed to JB. The amount owed to JB within 30 days of receipt, is the money the OJC gets from the lawyer or collection agency, after a successful recovery. Both JB and OJC agree that:

1. The cash value of a judgment or debt is usually unknown or is worthless, unless and until it is successfully recovered. If the referred lawyer or collection agency cannot ultimately enforce the judgment or debt, there will be no profit. In this case, OJC will owe JB nothing.
2. Neither party will have responsibility for, nor will they make recommendations concerning terms, conditions, or provisions of any agreements between the other party.
3. Limitation of Service: This agreement relates solely to JB's service as a FINDER in introducing OJC to a prospective contingency attorney or collection agency. JB will not have any responsibility for actions to enforce the Judgment. There are no additional services that JB performs, to be entitled to the above compensation. Limitation of OJC's Service: The OJC has no obligation to JB except to pay JB 5% of what is actually recovered by JB's referral.
4. Neither party will engage in any negotiations on behalf of the other.
5. This agreement shall be binding upon all parties and their respective estates, heirs, successors, and permitted Assigns.
6. This Agreement may be changed only by the written consent of all parties. This agreement may not be assigned by either party without written consent of the other. This agreement may only be canceled by a mutual written agreement between the parties, with either party notifying the other party in writing. This agreement is the entire agreement between us.

7. Should any legal proceeding be necessary to construe or enforce the provisions of this agreement, then the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorney fees and costs of enforcing or collecting any judgment awarded. The venue of any legal proceeding related to this Agreement will be the County of Glynn, GA.

8. The Judgment by any court of law that a particular section of this Agreement is illegal or invalid shall not affect the validity of the remaining provisions. The laws of the State of California shall govern the validity of this Agreement. **OJC agrees to pay JB 5 % of whatever they actually recover because of JB's referral.**

9. Both parties will indemnify and hold harmless the other party against any claims of liability for damages asserted that arise out of any representations or actions made by the other party.

10. Both parties signing this agreement affirm they are over eighteen years of age, mentally competent, and fully authorized to enter into, and make this agreement. Both parties mutually agree this agreement, when executed, is for the mutual benefit of both parties to carry out the intended purposes as specified in this agreement.

11. By signing this agreement, the undersigned parties acknowledge they have read, accept, and understand this agreement. JB and OJC affirm they are: the person signing this agreement, and affirm they are a duly authorized representative of the entities they represent, or will represent, with all powers required to execute this agreement.

JB (Harry Toft or Authorized representative and/or Assigns) (Signature and date):

MerdatSolutions@gmail.com www.JudgmentBuy.com 5420 New Jesup Parkway, Brunswick, GA 31523

Court Case #s _____

Debtor Name _____

Your Name (Print Name) _____

Your Signature _____

Email Address _____

Date Signed _____

Address _____

City, State, Zip _____

Phone _____

Please print and sign BOTH pages of this agreement, and fax it to **1-912-721-7927**, or scan it (filled out) and email it to MerdatSolutions@gmail.com, or make a copy, and mail the original signed version to: **Harry Toft, Merdat Group, 5420 New Jesup Highway, Brunswick, GA 31523**