

Berglas & Associates
P. O. Box 71321, Knoxville, TN 37938
Bus. (865) 219-9559 Fax (865) 688-3045
E-mail: Joseph@BerglasAndAssoc.com

RETAINER, AGENCY, and POWER OF ATTORNEY APPOINTMENT

I

I (please print name) _____ residing at _____, City of _____, County of _____, State of _____ Zip Code _____ hereby make, constitute, and appoint BERGLAS & ASSOC., my agent and true and lawful attorney-in-fact, for me and in my stead giving unto BERGLAS & ASSOC., full power to do and perform all and every act that I may legally do through and attorney-in-fact and every power necessary to carry out the specific purposes for which this power is granted. **TO NEGOTIATE CREDITOR’S CLAIMS AND TO EFFECT A REASONABLE SETTLEMENT. NO LEGAL ADVICE CAN OR WILL BE PROVIDED UNDER THIS AGREEMENT.** Separate legal counsel can be arranged.

II

Our fee shall be established at the rate of 33.3% of savings per creditor claim. No fees will be charged or due until a settlement has been made, and then accepted by the client. This is always due and payable upon acceptance of the settlement(s).

III

This power of appointment shall provide a full working arrangement to effectuate legitimate settlements of all claims owing. The parties agree that this appointment does not create personal liability on the part of BERGLAS & ASSOC., for the debts of the debtor; and/or for any entries to any credit reports of the debtor, and that this agreement carries an obligation on the part of the debtor to honor all negotiated settlements based on representation of the debtor and that BERGLAS & ASSOC., is obligated to provide professional assistance to the best of its ability to effectuate reasonable settlements

IV

Our fee is due and must be paid upon verification and your acceptance of each individual settlement. The nature of our business does not allow us to offer you any type of credit terms. There is no flexibility in this respect. Non-payment within five business days from the date of delivery will automatically cancel the settlement. The only acceptable method of payment is through a bank wire transfer.

V

It is further understood and agreed that should legal action be brought to enforce this agreement, the prevailing party shall be entitled to attorney’s fees and costs.

VI

The undersigned agree that both parties may sever their relationship at any time upon giving reasonable notice. In such event, the client shall only be responsible for the fees incurred to the date of such severance.

Signature

Print Name

Agent

Date: _____