

Agreement for Services – Flat Fee

This Agreement for Services is made and effective _____, by and between CMBM Consultants LLC, Henceforth referred to as (“CMBM”) DBA Charles S. Smith Jr. LLC. and _____ (“Client”).

1. Purpose

Client retains Firm to represent Client, and CMBM agrees to provide services and represent Client’s interests, all according to the terms set forth in this Agreement.

2. Subject Matter

The CMBM will represent Client and complete the following described services: Credit Repair and Credit Consultation.

3. Other Matters

The Agreement contemplates that the CMBM will represent Client only with respect to the matters described above. Any other matters except those incidental to and necessarily related to covered matters, shall not be performed by the CMBM without the prior written authorization of the Client.

4. Primary Consultant

CMBM and the Client agree that Charles S. Schmidt Jr. LLC, shall be lead principal, responsible for handling matters on behalf of Client. However, to insure that Client receives the best possible representation at the most reasonable fees, Primary Consultant shall, when appropriate, delegate work involving Client to one or more of CMBM’s other partners, associates, where such delegation will not unreasonably compromise the services provided to the Client. In the event of such delegation, Primary Consultant shall remain responsible for overseeing the work and assuring proper performance.

5. Fees

A. Client agrees to pay the CMBM a fixed fee in the amount of \$350.00 for basic services provided pursuant to this Agreement.

B. If other services are performed on the Client’s behalf without prior agreement as to fees and charges, CMBM will charge the Client at its regular hourly rates, depending on the Consultant providing the services.

C. CMBM agrees to provide a statement to the Client after the services have been performed or if any amount is owed by the Client. CMBM’s statements shall reflect at least one of the following information (where appropriate): date the services were performed; name of individual performing the services; brief description of services performed; time spent performing the services; the charge for each service item. The minimum time unit for billing any services shall be one tenth (0.1) of one hour.

6. Cost and Expenses

Client shall be responsible for reimbursing CMBM for its direct costs incurred in obtaining credit reports, documents, and express credit re scoring, or other similar professionals on behalf of Client, but only if Client has approved such hiring in advance. Client shall also be responsible for the following additional out-of-pocket expenses of CMBM, to be expressed verbally and in writing.

7. No Guarantee

CMBM agrees to use its best efforts in representing Client, and to perform all Credit services in a professional, diligent, business manner. However, Client recognizes that CMBM cannot guarantee a particular result or the outcome of any matter. Client cooperation, participation, ability to meet demands affects the outcome.

8. Termination of Service

CMBM may terminate this agreement and its representation of Client if Client is in breach of any of its obligations in this Agreement or if the CMBM is required to withdraw from representation of Client in accordance of the rules of professional conduct applicable to CMBM. Client may terminate this Agreement at any time subject to Client’s obligation to pay CMBM for services rendered pursuant to this Agreement.

9. Notices

Any notice under this Agreement shall be effectively given upon deposit in the United States mail, postage pre-paid, or by recognized overnight delivery service, and addressed as follows (or at such change of address given by one party to the other in writing after the date hereof):

If to CMBM:
CMBM Consultants LLC,
1003 S. Kirkman Road, Suite 201
Orlando, FL 32811

If to Client:

10. No Assignment

The parties agree that neither party may assign or transfer any rights and obligations under this Agreement, directly or indirectly except upon the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

11. Final Agreement

This Agreement includes the entire understanding and agreement between Client and CMBM on the subject matter hereof. This Agreement may be modified only by another writing signed by both Client and CMBM.

Borrower Signature Authorization

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et seq, (if HUD/FHA); by 42 USC Section (if HUD/GPD); and Title 42 USC, 1471 at seq, of 7 USC, 1921 at seq, (if USDA/Fmi-A)

Part I – General Information

1. Borrower

2. Name and address of Lender/Broker

3. Date

4. Loan Number

Part II – Borrower Authorization

I hereby authorize the Lender/Broker to verify my past and present employment earnings records, bank accounts, stock holdings, and any other assets balances that are needed to process my mortgage loan application. I further authorize the Lender/Broker to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan.

Borrower Date

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT:

That I, _____,
an adult resident of _____ County, _____,
residing _____ at

have made, constituted and appointed, and by these presents do make, constitute and appoint

_____ CMBM CONSULTANTS LLC.

my true and lawful attorney_in fact to act with the following limited powers to wit:

There state powers to be granted, example:

Disposition of Property To sell, assign, transfer, convey, exchange, deed, mortgage, pledge, lease, let, license, demise, remise, quitclaim, bargain, or otherwise dispose of any or all of my real estate, stocks, bonds, evidences of indebtedness and other securities and other personal tangible and intangible or mixed property, or any custody, possession, interest or right therein at public or private sale, upon such terms, consideration, and conditions as my said attorney shall deem advisable and to execute, acknowledge and deliver such instruments and writings of whatsoever kind and nature as may be necessary, convenient or proper in the premises.

FURTHER, I do authorize my aforesaid attorney to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all of the things necessary to carry out the intent hereof, hereby granting unto my said attorney full power of authority to act in and concerning the premises as fully and effectually as I may do if personally present, limited, however, to the purpose for which this limited power of attorney is executed.

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "attorney-in-fact".

GIVEN under my hand and official seal of office, this the _____ day of _____,
20____ .

NOTARY PUBLIC

My Commission Expires:

Other sample Powers:

2. Collection of Debts To demand, collect, recover, sue for, receive and give receipt or release for any monies, debts, dividends, interests, royalties, legacies, annuities, demands, discounts, income, rents, profits, securities or other property of any sort, now or hereafter due or becoming due to me or to which I may be or hereafter become entitled.
3. Endorsements
 - a) To endorse and negotiate for any and all purposes all promissory notes, bills of exchange, checks, drafts, or other negotiable or non-negotiable paper payable to me or to my order;
 - b) To endorse or transfer all certificates of stock, bond or other securities;
 - c) To endorse and cash the United States Savings Bonds and notes.
4. Executing Government Vouchers To execute vouchers in my behalf for any and all allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof.
5. Depositing Money and Other Property To deposit in my attorney's or my name, or jointly in both our names, in any banking institution, funds or property, and to withdraw any part or all of my deposits at any time made by me in my behalf.
6. Borrowing Money To borrow money in my name when deemed necessary by my attorney upon such terms as to my said attorney appear proper and to execute such instruments as may be requisite for such purpose.
7. Acquisition of Property To buy, receive, lease, accept or otherwise acquire in my name and for my account* property, real, personal or mixed, upon such terms, considerations and conditions as my said attorney shall think proper.
8. Recovering Possession of Property To eject, remove or relieve tenants or other persons from, and recover possession or, any property, real, personal or mixed in which I now or hereafter may have an interest.
9. Litigation To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings against me.
10. Tax Returns To prepare and execute any tax returns, including, but not limited to, Federal income tax returns, State income tax returns, Social Security tax returns, and Federal and State information and estimated returns; to execute any claims for refund, protests, applications for abatement, petitions to the United States Board of Tax Appeals or any other Board or Court, Federal or State, consents and waivers to determination and assessment of taxes than is provided by statute of limitations; to receive and endorse and collect any checks in settlement of any refunds of taxes; to examine and to request and receive copies of any tax returns, reports and other information from the United States Treasury Department or any other taxing authority, Federal or State, in connection with any of the foregoing matters.
11. Automobiles To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect proper

registration of any automobile in which I now or may hereafter have an interest, or the sale thereof or transfer of legal title thereto as required by law, and to collect and receipt for all monies paid in consideration of such sale and transfer.

12. ** on my behalf in the same capacity as I would have with the same powers and authority possessed by me at that time, included but not limited to exercising stock options and voting all of my shares of stock in said corporation or corporations without the necessity of a proxy and the right to appoint proxies therefore, and possessing all the powers that I possess as granted to me by the Bylaws of said corporation or corporations, to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors or agents., carry out the provisions of any agreement for the sale of any business interest or the stock therein;
 - A. Receive, hold, transfer, sell and convey any stock certificates of** and all documents of title in connection therewith;
 - B. Make, execute, deliver, in my name or on my behalf, for any consideration whatsoever, for cash, instruments of conveyance covering the stock of**, containing such terms,
 - C. Execute, in my name or on my behalf, such contracts or other assurances as may be requested or required by any bank or other institution or individual when carrying out the powers granted herein;
 - D. Acquire, exchange, buy or sell my stock in**, or any interests therein, on such terms and conditions as my agent shall deem proper. Execute and deliver, in my name and on my behalf, conveyances of said stock;
 - E. This instrument is to be construed and interpreted as a special durable power of attorney. This instrument is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all questions as in the validity of this power and the constructions of its provisions;
 - F. Third parties may rely upon the representations of the agents as to all the matters relating to any power granted to them hereunder, and no person who may act in the reliance upon the representations of the agent or the authority granted to it shall incur any liability to the principal or his estate as the result of permitting the agent to exercise my power.