

TennQDRO Firm Discount – Plan 3

ADMINISTRATIVE SERVICES AGREEMENT FORM

This agreement is made by and between TennQDRO., hereinafter the Company, and _____ hereinafter, the Client on this the _____ day of _____, 20____. The Company and the Client are referred to together as the parties. This statement sets forth the terms of engagement offered by TennQDRO unless modified in writing by mutual agreement, these terms will control all services rendered by TennQDRO until termination of this Agreement. Please retain a copy of this Fee Agreement for your records.

I. Definitions

- a. **Company:** TennQDRO, Frank Midgley, President
- b. **Client.** Client shall be the firm or entity that is named above as the Client. If the Client named above is a solo practitioner, then the Client shall be that solo practitioner. If the Client has more than one attorney, the Client shall refer to the Client and all attorneys of the Client.
- c. **Plan Administrator** is an entity or individual responsible for managing a group's pension fund/plan and/or 401(k) on behalf of the employer. The plan administrator manages the money being contributed into and distributed out of the fund, as well as the asset allocation.
- d. **The Process.** The process by which a Client submits information for QDRO preparation, reviews and approves the same, and remits payment to the Company, as set forth in **Schedule A**.
- e. **Administrative Services.** Administrative Services shall be defined as the preparation of Domestic Relations Order(s) delivered by the Company to the Client.
- f. **Administrative Fees.** a. The Client agrees to pay \$1,000 per month for 12 months to the Company for the Administrative Services provided by the Company to the Client. The Client agrees to pay \$300 per QDRO in excess of forty QDROs ordered in the 12 month contract term. Monthly retainer is due within 10 days of the execution of this agreement and so on for each subsequent month thereafter within the remainder of the agreement.

II. Purpose

- a. The purpose of this Agreement is to effectuate the contractual relationship between the Company and the Client and set forth the terms and conditions upon which the Company will provide Administrative Services to the Client and how the Client will remit payment to the Company for said Administrative Services.

III. Responsibilities of the Client

- a. The Client and each attorney of the Client is engaging the Services of the Company.
- b. Client and staff members or other employees of the Client shall cooperate with the Company for purposes of generating Domestic Relations Orders for the Client and shall provide requisite information and documentation as requested by the Company.
- c. Client and staff members or other employees of the Client shall cooperate with the Company to effectuate the purposes and terms of this Agreement, to ensure the Company receives payment pursuant to this agreement.
- d. Client shall cooperate with the Company to review, sign, and file with the court said DRO, and ensure a Certified copy of the DRO is forwarded to the Plan Administrator.

IV. Responsibilities of the Company

- a. The Client acknowledges that the Company is in no way making any legal decisions on behalf of the Client and is simply providing an administrative function.
- b. The Company will generate Domestic Relations Orders on behalf of the Client.
- c. The Company will correspond and cooperate with the Plan Administrator in the preparation the DRO.
- d. The Company will provide the Client with the contact information of the Plan Administrator for purposes of ensuring the delivery of the DRO.
- e. The Company will pay strict attention to details and accuracy of data.
- f. The Company will deliver the DRO to the Client
- g. The Company will maintain clear and open communication with the Client.
- h. The Company will repeat the Process detailed in Schedule A for all Domestic Relations Orders that are rejected by the Plan Administrator for no extra charge.
- i. Company's services and responsibilities cease when Client has possession of the finished DRO and instructions for delivery to Plan Administrator.

V. Postponement of service by the Company

- a. Company reserves the right to postpone the preparation of the DRO until payment is received if payment is not received and refuse service if payment is not received.

VI. Term of Agreement and Termination

- a. Initial Term. The Initial Term shall be 1 (one) year from the date of execution of this Agreement.
- b. Initial Term Expiration Date. The Initial Term Expiration date shall be the first anniversary of the execution of this Agreement.
- c. Renewal. This agreement shall automatically renew for an additional 1 year term under the same terms and conditions, including renewal, unless terminated by notice in writing by either the Client or the Company 90 (ninety) days prior to the anniversary date of the execution of this agreement.

VII. Wind Up Upon Termination of This Agreement

- a. In the event this Agreement is terminated by either party, the client shall cooperate fully with the Company until such time as the Company has received all payments or other monies due the Company from the Client.

VIII. Confidentiality/Non-Compete

- a. The Company will hold all information obtained in furtherance of this agreement completely confidential and will not disclose the same unless ordered to do so by a Court of Competent Jurisdiction or unless instructed to do so by the client.
- b. The Client shall not in anyway compete with the Company or assist any third party or entity in any manner whatsoever with competing with the Company for term of this agreement.

IX. General Provisions

- a. **Dispute.** In the event the parties become in dispute regarding this Agreement, its terms, conditions, application, or furtherance, the parties agree to attempt to resolve the dispute in good faith prior to seeking Court intervention, including mediation.
- b. **Venue.** If an action is brought by the Client the same may be brought in the Client’s county of residence, if brought by the Company, it may be brought in Rutherford County, Tennessee.
- c. **Change of Retirement Plan Record keepers:** In the event that the retirement plan has changed record keepers after the division date for the purposes of valuing the retirement plan for the Alternate Payee, and thus the new record keeper will not honor the historical division date, TennQDRO Services will use the value as of a date that the new record keeper will honor. We are not actuaries, and these calculations will be done on a “best efforts” basis and will require written acceptance of the calculation by both parties before it is used in the QDRO.
- d. **Attorney Fees.** In any action to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of any such litigation, including reasonable attorney’s fees, including attorney fees and cost on appeal in addition to all of the rights and remedies in equity or at law and any liquidated damages referenced herein as well as all other provable expenses, including damages caused by either the Client’s or the Company’s interruption of business. If such an action occurs and the Client represents himself or herself, then the Client, if the Client prevails shall be entitled to his or her normal and customary charges for such an action.
- e. **Waiver or Amendment.** This Agreement may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective, unless in writing and signed by the party against whom enforcement of the amendment, modification, change, or waiver is sought.
- f. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the items covered herein.
- g. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- h. **Severability/Modification.** In the event that any part of this Agreement is declared to be invalid or unenforceable, the remaining portions of the Agreement shall be valid and binding upon the parties to the same extent as if that portion had not been made a part of this Agreement.

By affixing their signatures below, the parties agree to be bound by the terms and conditions of this Agreement and agree to do that which is necessary to effectuate the purpose, intent and terms and conditions of this Agreement on this the ____ day of _____, _____.

Company	Client
By: Frank Midgley	By: _____
Title: Owner, TennQDRO	Title: _____

SCHEDULE A for Plan 3

The Process

- a. Obtain the Company's **QDRO Order Fax Form** available on the Company's website, www.tennqdرو.com.
- b. Fill out the Company's QDRO Order Fax Form.
- c. Fax it to 615-413-5056
- d. For first 40 QDRO's send no money. For QDROs in excess of quantity 40 in the contract period (12 months), mail check for \$300 to:
TennQDRO
201 W. Main Street, Suite 201
Murfreesboro, TN 37130
- e. Receive confirmation email or fax back from TennQDRO
- f. Receive correspondence regarding QDRO progress updates
- g. Receive QDRO from TennQDRO with instructions for delivering to Plan Administrator.
- h. Client files QDRO with the court
- i. Client mails court certified copy of QDRO to Plan Administrator. Notification of Participant, Alternate Payee, and their attorney(s) recommended.