

## **MASTER LIENS**

**A Construction Document Preparation Company**

**4215 Spring Street, Suite 215**

**La Mesa, California 91941**

**Telephone: (619) 460-9020**

**Facsimile: (619) 460-9025**

### **AUTHORIZATION TO PROVIDE SERVICES**

**MASTER LIENS, will provide Customer with information gathering research, mailing and preparation services, for Preliminary Lien Notices, Mechanic's Liens, Notices to Contractor and Surety on Public Works Projects, Stop Notices on Public and Private Works Projects, Miller Act Notices and related construction notices as requested by Customer and pursuant to the following terms and conditions:**

1.) Upon written, faxed or electronic request, MASTER LIENS will prepare and process the requested construction claim notice. All requests for services must be provided in written format. Customer agrees to provide all information requested on the document request form.

2.) Upon receipt of Customer request, MASTER LIENS will provide Customer with a written or faxed confirmation of receipt of the request within 24 hours.

3.) All requests will be processed using one or more of the following public records and private services:

- a) Direct communication with the general contractor, lender and/or the reputed owner of the project;
- b) Ownership files from the County Tax Assessors' Records, in the county where the project is located;
- c) Building permits on file in the city or county where the project is located;
- d) Public agencies, including but not limited to School Districts and Municipalities; and
- e) Federal agencies as necessary and required.

MASTER LIENS will make every reasonable effort to gather timely and accurate information. Customer acknowledges that all information is gathered from public records and private sources, without independent verification. Accordingly, no representation is made as to the ultimate accuracy of the information provided by others.

4.) Customer agrees to submit its request, to MASTER LIENS, within a minimum of five (5) days lead time for process and service, by MASTER LIENS. MASTER LIENS agrees to provide Express forty-eight (48) hour service for all Preliminary Lien Notices, and Mechanic's Liens in San Diego County. The charge for this service will be an additional \$15.00 per document. MASTER LIENS cannot guarantee forty-eight (48) hour service for Mechanic's Liens in counties other than San Diego. MASTER LIENS can deliver the Mechanic's Lien to other counties within forty-eight (48) hours, but cannot guarantee the recording date. Some counties do not record on the day of delivery. Some counties take as long as five (5) days to record a document after it is delivered. MASTER LIENS has no control over polices relating to the recording of any particular document.

5.) All construction related notices will be served in accordance with the applicable statutes relating to works of improvement where the particular jobsite is located. Customer appoints MASTER LIENS as attorney-in-fact to execute construction related notices on its behalf.

6.) MASTER LIENS will provide Customer with a completed copy of the Preliminary Notice for Customers' files. MASTER LIENS will maintain a complete file of the requested notice and proof of service for future legal reference for a period of eighteen (18) months from the date of service.

7.) It is understood, by the parties, that MASTER LIENS is not engaged in the business of rendering legal, accounting or other professional advice. For legal and accounting advice the services of a competent professional should be sought.

8.) All services rendered will be invoiced in accordance with the attached Fee Schedule. Payment of the invoice is due in full upon receipt. A service charge of 1.5% per month will be applied to all outstanding balances after thirty (30) days past due. In the event of default in payment, the Customer agrees to pay the reasonable attorney's fees and cost if the account is placed in the hands of an attorney for collection.

9.) Customer understands and agrees, that as requestor of preparation and processing of construction related documents, that Customer **will not** hold MASTER LIENS liable for any incidental, special, or consequential damages arising out of the services provided to Customer by MASTER LIENS under this agreement. Customer understands that the above waiver of damages includes, but is not limited to any inability of Customer to enforce a lien or any other legal remedy, for any reason whatsoever.

DATED: \_\_\_\_\_

Accepted By : \_\_\_\_\_  
(Signature)

Accepted By : \_\_\_\_\_  
(Please Print Your Name)

Authorized Agent For :

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone : \_\_\_\_\_

Fax : \_\_\_\_\_

E-Mail : \_\_\_\_\_

DATED: \_\_\_\_\_

Accepted By : \_\_\_\_\_  
MASTER LIENS