

Accurate Lien Client Service Agreement

The below-signed (hereinafter "Client") and Accurate Lien and Contractor's Assistance, LLC, an Arizona Corporation (hereinafter "Accurate") agree that Accurate will provide clerical and research services for the preparation and mailing of preliminary lien notices and related claim notices and /or preparation, mailing and recordation of statutory mechanic's and materialman's liens on the following terms and conditions.

1. Upon Client's online and/or written request, Accurate will prepare and mail preliminary lien notices, claims notices and/or mechanic's and materialman's liens for Client.

2. Client agrees to provide ALL of the following information to Accurate for each request:

- A. Client's name, address, email and telephone number
- B. Jobsite name and address
- C. Description of materials and/or labor to be furnished
- D. Date job started or planned starting date
- E. Estimated cost of the job
- F. Name, address, email and telephone number of the party who hired the Client on the subject project (Client's customer)
- G. Construction lender and bond information, if applicable
- H. For mechanics and materialman's liens only, we require:
 - a. Remaining balance due to be claimed in the recorded lien and
 - b. Date Client last provided work/materials to the subject project
 - c. Unpaid invoices, contract and/or other supporting documentation

3. Client is solely responsible for accuracy of the foregoing information and will provide such to Accurate with a minimum of ten (10) business days lead time for preparation and mailing and/or recording by Accurate. Accurate offers expedited service for an additional RUSH fee. Client must request this expedited service online or in writing and fulfill all other terms and conditions provided for by separate agreement. Client is responsible for verifying Accurate's completed work.

4. To fulfill its obligations herein, Accurate will gather relevant information from one or more of the following public records or private sources:

- A. Direct contact with Client's customer, reputed general contractor and/or
- B. Direct communication with the reputed owner of the real property and/or
- C. Direct communication with the reputed lender and/or
- D. Ownership information from county tax assessment records, and/or
- F. Private Online Property Database Services and/or
- E. Building permits on file in the city or county of the job site

In the event that Client does not want Accurate to contact its customer and/or general contractor, this must be conveyed in writing. Client should be aware that lack of contact may affect the accurate verification of prelien information. Accurate does not promise, nor is Accurate obligated, to visit or visually inspect any jobsite or visually verify any addresses provided by Client and/or any that may be identified in the public record.

5. If additional information is needed from Client to complete any prelien notices and/or mechanics liens, Accurate will flag those items on its website as being in ISSUE status. Client is aware that their notices and/or liens can be viewed online and **Client is responsible to check and respond to Accurate on all matters in ISSUE status.** Client is advised that any failure to respond to Accurate with any requested or flagged information may delay or prevent issuance of prelien notices and/or mechanics liens. Any requests in ISSUE status over 90 days old will be cancelled without refund.

6. Accurate's services are designed to provide timely preparation and mailing of preliminary notices, related claim notices, mechanic's and materialman's liens. While every reasonable effort will be made to gather reliable information, information acquired from outside public records and private sources is without independent verification by Accurate. Accordingly, no representation is made as to such information's ultimate accuracy and correspondingly, any work product therefrom generated by Accurate. Accurate is not responsible for, nor shall be liable for, any inaccuracies or errors contained within the public record. In the event that Client does not supply construction lender or bond information, it may be necessary to issue the notice without such information.

7. The first prelien for new Clients must be prepaid and will appear as a credit on the first statement. Mechanic's liens, bond claims and related services must be prepaid. Client agrees to pay for all other services upon receipt of invoices and billings generated on a monthly basis. Payment of the account is due upon receipt. Client agrees to pay interest of 2% per month on balances still outstanding after 30 days. In the event Accurate has to undertake collection activities, including utilizing debt collection services and/or litigation, Client will be responsible for all costs incurred by Accurate, including attorney fees, litigation and nonlitigation-related expenses, collector fees, and fee discounts associated with debt collector services until all sums are paid in full. Service may be refused and/or suspended if account is placed on credit hold status.

8. Client understands that Accurate does not engage in rendering legal advice and is not in the practice of law.

9. It shall remain Client's sole responsibility to assure that preliminary lien notices, any subsequent amendments, and any subsequent liens are requested in a timely manner so that they may be mailed and/or recorded prior to state-mandated deadlines. Accurate is not responsible and shall be held harmless for Client's failure to make timely requests for Accurate's services.

10. ACCURATE'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED A REFUND OF THE SUM CHARGED TO CLIENT FOR THE INDIVIDUAL SERVICE RENDERED ABOUT WHICH CUSTOMER MAY COMPLAIN. UNDER NO CIRCUMSTANCES SHALL ACCURATE BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

11. Client agrees to hold Accurate, its officers, agents and employees harmless, and agrees to defend and indemnify them for and from all claims resulting from any loss, damage or injury, of any nature, including special or consequential damages, including attorneys' fees resulting from, or in any way connected with, the preparation, service and/or recording of preliminary notices, claim notices, and/or mechanic's and materialman's liens or other services rendered.

12. Client appoints Accurate as limited agent to execute preliminary lien notices and/or related claim notices and /or mechanic's and materialman's liens and to complete the requisite declarations of service.

13. Client agrees that this document constitutes the entire agreement and there are no further items or provisions, either verbal or otherwise. This Agreement shall be governed by and construed in accordance with Arizona law. In the event litigation should be commenced arising from this Agreement, the Parties consent to exclusive venue in Maricopa County, Arizona.

14. Client agrees that this Agreement shall also govern the rights and responsibilities of the Parties with respect to Client's use of Accurate's website and online services. This Agreement is freely terminable by either party hereto upon notice to the other party.

15. Any prevention, delay or stoppage of Accurate's performance due to strikes, lockouts, labor disputes, acts of God, inclement weather inability to obtain labor or information or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty and other causes beyond the reasonable control of Accurate shall excuse Accurate's performance.

16. Accurate reserves the right to refuse service to anyone at any time.

On Behalf of

, I accept this Client Service

Agreement with **Accurate Lien and Contractor's Assistance, LLC.**

Signature

Date

Name

Title

Email

Phone

Company Address

BillingEmail (If different from above)