

## SERVICE AGREEMENT

RCS PRELIMINARY LIEN SERVICE, Inc., an Arizona Corporation (herein after "RCS") will provide clerical and information gathering services for the preparation and service of preliminary notices and related claim notices on the following terms and conditions.

1. RCS will prepare and serve preliminary notices/claims for customers, after receiving a request in writing, telephone, or fax, from the customer or authorized agent. The customer agrees to provide the following information: A. Customers name, address and telephone number, B. Job site name and address, C. Materials or labor to be furnished, D. Date job started or planned starting date, E. Estimated cost of the job.

2. The customer will provide the above information in the request within a minimum five (5) business day lead time for preparation and service by RCS, except for expedited service offered by RCS.

3. RCS will gather relevant information from one or more of the following public records and private sources: A. direct contact with reputed general contractor and/or; B. direct communication with the reputed owner of the real property; C. direct communication with reputed lender; D. ownership information from county tax assessment records; E. building permits on file in the city or county of the jobsite.

4. The services of RCS are designed to provide accurate and timely preparation and service of preliminary notices and related claim notices. While every reasonable effort will be made to gather reliable information, all information is gathered from outside public records and private sources without independent verification. Accordingly, no representation is made as to its ultimate accuracy.

5. RCS's services are provided with the understanding that they do not engage in rendering legal advice, and are not engaged in the practice of law.

6. The customer agrees to hold RCS, its officers, agents and employees harmless for all claims resulting from any loss, damage, or injury, of any and every nature, whatsoever, including special or consequential damages, including attorney's fees, resulting from, or in any way connected with the preparation, service and/or recording of preliminary notices, related claim notices, or other services rendered, based on information provided by the customer.

7. The customer appoints RCS as limited agent to execute preliminary notices or related claim notices and to complete the requisite declarations of service. RCS will provide a completed copy of each preliminary notice and/or related claim notice to customer.

8. The customer agrees to pay for the above referenced services upon receipt from invoices and billings generated on a monthly basis. Payment of the account is due upon receipt. The customer agrees to pay a service charge of 2% per month on balances still outstanding after 30 days (minimum \$5.00). In the event of default payment, the customer agrees to pay reasonable attorney's fees and collection costs if any part of the account is placed in the hands of an attorney or collection agency, whether or not the court room action is taken or a judgment is rendered.

## Accepted (Customer)

Name & Title: <u>H. Lee Goldblatt, President</u>	Ву:	Date
	Printed Name & Title:	
	Company Name:	
	ROC #	
	Address:	
	Phone	
	Contact Email:	