SERVICE AND FEE AGREEMENT

1. The Company is a Utah corporation in the business of preparing, recording and managing construction lien notices and bond claims.

2. The Company has developed an integrated software and internet system for receiving construction notice and claim information from its customers, for managing claims, and for communicating with its customers.

3. Customer is a contractor or company engaged in the business of residential or commercial construction or construction support services and desires to engage the services of the Company and its construction notice system.

4. The fees for the services governed by this agreement may be a mix of fixed fees, costs, and hourly rates. Some of the Company’s services described in this Agreement will be rendered for a fixed price. In Consideration of Customer’s engagement of the Company and Customer hereby agree as follows:

   a. **Liens.** The Company agrees to provide lien preparation services to Customer. In order to properly and timely prepare Customer’s liens, Customer agrees to provide the Company with all necessary information, by submitting that information to the Company through the Company’s website at www.liencounsel.com. Any lien information submitted to the Company in any other way shall not obligate the Company to timely record the desired lien and shall not entitle Customer to the fixed fees described in this paragraph.

      i. **Preparation of Liens:** $89.00 NACM Members $149.00 All others.

         1. **Included tasks and fees:** preparation, recording, recording fees, preparation and certified mailing of 30-day notice to property owner, tracking of the lien on the Company’s construction notice system, written and web-based advisory regarding lien enforcement deadlines.

         2. **Additional charges.** Liens submitted within ten (10) days of the recording deadline will be assessed an additional twenty-five dollars ($25.00). All information submitted to the Company will be verified. If the information submitted to the Company is incomplete or inaccurate, and if the Company determines the information from Customer is insufficient to prepare a valid and enforceable lien, Customer will be notified of any deficiencies and required to make corrections. If Customer asks the Company to perform any title research, Customer agrees to pay additional fees of $80.00 per hour in addition to mileage costs ($0.325 per mile) and other out-of-pocket expenses for on-site inspections, review of plats or other title information necessary to verify the lien information.

         3. The Parties hereby agree that the price for a Notice of Lien recorded against multiple parcels, with a common owner, shall be calculated as follows: $89.00 if NACM member or $149.00 for the first parcel, $10.00 for each of the next nine parcels, and $5.00 for each additional parcel thereafter.

      ii. **Lien Releases.** Customer agrees to pay a fee of $40.00 for preparation and recording of lien releases. This fee will include up to $15.00 in recording fees or
other out-of-pocket expenses incurred to release any lien notice. Any additional recording fees or other out-of-pocket expenses shall be in addition to this fee.

iii. Limitation of Liability.

1. **Property Information.** Customer shall be solely responsible for determining the accuracy of all information about the property subject to Customer’s lien. This information shall include the name of the current record owner, a valid property description, and a current land serial number. Upon receiving a lien preparation request from Customer, the Company shall verify the correctness of the information submitted by Customer, if any inconsistency are discovered, these shall be reported to Customer and Customer agrees to take such steps as are necessary to correct the property information. Once Customer is satisfied with the accuracy of the property information submitted, the lien will be prepared. If the wrong property is liened, or if for any reason, the lien prepared by the Company for Customer is invalidated because of errors in the property description or other information submitted by Customer, all ambiguities in the information submitted by Customer will be construed against Customer. In any event, where a lien is invalidated because of errors in the information submitted by Customer, the liability of the Company shall not exceed the amount of the fee paid by Customer for the invalidated lien.

iv. **Recording and filing deadlines.** The Parties agree that the Company will make reasonable efforts to advise the Customer of lien foreclosure deadlines in any manner deemed reasonable by the Company. Notwithstanding the Companies efforts to advise the Customer of foreclosure deadlines, the Parties agree that the Customer is ultimately responsible for knowing the foreclosure deadline and taking the necessary action to enforce the lien within that deadline.

b. **Bonds.** The Company agrees to provide bond claim preparation services to Customer. In order to properly and timely prepare Customer’s claims, Customer agrees to provide the Company with all necessary information, by submitting that information to the Company through the Company’s website at www.liencounsel.com. Any lien information submitted to the Company in any other way shall not obligate the Company to timely record the desired lien and shall not entitle Customer to the fixed fees described in this paragraph.

i. **Preparation of Bond Claims:** $89.00 if NACM member or $149.00 all others.

   1. **Included tasks and fees:** preparation and certified mailing of claim notice to property owner and general contractor, tracking of the claim on the Company’s construction notice system, written and web-based advisory regarding lien enforcement deadlines.

   2. **Additional charges.** Claims submitted within ten (10) days of the recording deadline will be assessed an additional twenty-five dollars ($25.00). All information submitted to the Company will be verified. If the information submitted to the Company is incomplete or inaccurate, and if the Company determines the information from Customer is insufficient to prepare a valid claim; Customer agrees to pay any additional fees of $80.00 per hour in addition to mileage costs ($0.325 per mile) and other out-of-pocket expenses for on-site inspections, review of plats or other title information necessary to verify the claim information.
ii. Limitation of Liability.

1. **Property Information.** Customer shall be solely responsible for providing the Company with information about the property subject to Customer’s claim. This information shall include the name of the current record owner, a valid property description, and a current land serial number. Upon receiving a claim preparation request from Customer, the Company shall verify the correctness of the information submitted by Customer, if any inconsistency are discovered, these shall be reported to Customer and Customer agrees to take such steps as are necessary to correct the property information. Once Customer is satisfied with the accuracy of the property information submitted, the claim will be prepared. If the claim prepared by the Company for Customer is invalidated because of errors in the property description or other information submitted by Customer, all ambiguities in the information submitted by Customer will be construed against Customer. In any event where a claim is invalidated because of errors in the information submitted by Customer, the liability of the Company shall not exceed the amount of the fee paid by Customer for the invalidated claim.

iii. **Filing deadlines.** The Parties agree that the Customer is responsible for knowing the applicable enforcement deadlines and taking the necessary action to enforce the bond claim within those deadlines.

c. **Notices of Commencement, Preliminary Notice, Notice of Intent to Lien.** The following prices shall apply to Notices of Commencement and Preliminary Notices:

i. **Notice of Commencement: $65.00.**

1. This price shall apply to all Notices of Commencement prepared and directly recorded by the Company. If the Company is required to engage the services of a title company or other similar service to provide title information to assist with the recording of a Notice of Commencement, Customer agrees to pay such charges in addition to the base fees of $65.00. Customer further agrees to pay a $25.00 fee for expediting recording of a Notice of Commencement which is sent to the Company within ten (10) days of the recording deadline.

2. **Preliminary Notice(In Utah): $25.00** (unless otherwise agreed in writing)

3. **Preliminary Notice(Out of State): $50.00** (unless otherwise agreed in writing)

4. **Notice of Intent: $89.00** (unless otherwise agreed in writing)

ii. **Out-of-State Liens.** The provisions of Paragraphs 1 & 2 shall apply only to lien and bond claims for projects physically located in the State of Utah. For any if Customer has need of assistance with preparing a lien or bond claim in a state other then Utah, that claim and related information may be submitted to the Company over the Company’s web page for a fee of $75.00. The Company will then retain the services of a licensed attorney in the state where the project is located to prepare the lien or bond claim, and Customer agrees to pay such additional fees as may be charged by that attorney. Since deadlines for lien and bond claim preparation vary from state-to-state, the Parties agree that the Company shall have no liability to Customer arising from any failure in the
adequacy or timing of the notice. The Company’s only duty shall be to refer Customer and Customer’s information to competent counsel in the appropriate jurisdiction.

iii. **Limited Agency.** Customer agrees the Company is expressly authorized as a limited agent of Customer to prepare the notices and related documents identified in the agreement and to act in Customer’s behalf and to sign such documents as Customer’s limited agent for preparing, signing, serving, filing and recording Customers collection documents and taking such other steps as are reasonable and required by law for protection of Customer’s collection rights.

iv. **Statements.** Statements will be submitted to Customer on a monthly basis and are due and payable in full upon receipt unless otherwise agreed in writing. Monthly Statements not paid WITHIN 30 DAYS from the date of the Statement will be considered delinquent and will permit the Company, at its option, after five days notice to Customer, to terminate its services to Customer.

   1. **Interest.** All accounts which are not paid in full within 30 days after receipt of the statement shall bear interest on the unpaid balance at the rate of 1 1/2 % per month.

v. **Hourly Services and Out-of-Pocket Expenses.** Any work other than that specifically described in Paragraphs 1 & 2 will be done on an hourly basis, the hourly time charges of the Company include, but are not limited to: telephone conferences, office conferences, legal research, review of file materials, referral of out-of-state claims and documents sent or received, and drafting of correspondence and office memoranda.

   1. **Expenses.** Unless otherwise agreed herein, Customer also agrees to assume and pay for out-of-pocket costs incurred by the Company (e.g. mileage, sheriff's and constable's fees, title research expenses, copy printing costs, long distance telephone charges, postage and other incidental expenses.)

vi. **Price Changes.** The Parties further agree that the prices set forth in this Addendum and the Agreement may be modified upon thirty (30) days written notice from the Company to Customer.

vii. **Lien.** Customer hereby grants to the Company the right to assert both common law and statutory lien rights in connection with all sums which become due under this Agreement during the course of the Company's providing services to Customer. Should collection proceedings be initiated, with or without suit, the Parties agree the prevailing party shall be entitled to costs and a reasonable attorney's fee and/or collection fee. Such collection fee shall include any percentage of the outstanding balance paid to a collection agency to pursue any collection activity.

viii. **By engaging the services of the Company, the Customer accepts and agrees to all the terms and conditions herein**