

Dar-Liens, Inc.

4040 East McDowell Road #203

Phoenix, Arizona 85008

Telephone: (602) 942-1515

Fax: (602) 942-0763

SERVICE AGREEMENT & POWER OF ATTORNEY

Dar-Liens, Inc. agrees to provide to the undersigned (hereinafter referred to as "Customer") Arizona Preliminary Twenty-Day Lien Notices ('pre-liens') for both private and public works, Bond Claim Notices, and Mechanic's Liens and Releases, according to the requirements of Arizona Revised Statutes.

Dar-Liens, Inc. will conduct research within public records and private sources to accurately and timely prepare and serve the appropriate documents. Customer understands and agrees that Dar-Liens, Inc. does not engage in the practice of law and that its services performed or information provided does not constitute legal advice.

Customer will initiate by telephone, fax machine or in writing, requests for preliminary notices or other documents within five (5) days of start of or projected start of any construction project or providing materials to the jobsite.

CUSTOMER WILL PROVIDE THE FOLLOWING INFORMATION:

- Name, address and telephone number of their client.
- Address or suitable description of job site.
- Description of labor and/or materials to be supplied to the jobsite project.
- An estimated dollar amount of their contract.
- Information as to whether project is residential or commercial, public or private.
- Name and address of project owner.
- Any additional available information such as legal description, bonding information or name of construction lender that would assist and expedite the preparation of the notice.

Customer agrees to hold Dar-Liens, Inc., its agents and employees harmless for any and all claims resulting from any loss, injury or damage of any nature, including special or consequential damages and attorney recordings of Preliminary Notices, related claims notices or other services rendered by Dar-Liens, Inc.

Customer agrees that the liability of Dar-Liens, Inc., its agents and employees, in connection with services hereunder to the Customer and to all persons having contractual relationships with them, resulting from any acts, errors and/or omissions, where negligent or otherwise, of Dar-Liens, Inc., its agents and/or employees is limited to the total fees actually paid by the Customer to Dar-Liens, Inc., for those services.

Customer agrees that by signing this document he/she/they are appointing Dar-Liens, Inc. as their Limited Agent for the purpose of preparing said documents and give to Susan C. Beyette the Power-of-Attorney to sign such notices on his/her/their behalf.

PAYMENT PROVISIONS: Terms are net thirty (30) days from the date of the invoice (sent monthly for all Preliminary Notices) and net five (5) days from the date of the invoice (sent at the time document is recorded for Bond Claims, and Mechanic's Liens and Releases). Each invoice will contain a detailed description including pre-lien number, date prepared, your customer and jobsite, and/or property being liened. **NO STATEMENT WILL BE ISSUED;** however, amounts which remain overdue are subject to a two percent (2%) late fee after 30 days. Any amounts remaining sixty (60) days overdue shall be considered a default under this agreement and entitles Dar-Liens, Inc. to the following:

1. Perform no additional services until full payment is received C.O.D.
2. Terminate the agreement in its entirety, and/or
3. Institute proceedings to collect any unpaid amounts along with reasonable attorney's fees and collection costs.

Dar-Liens, Inc. will provide information forms for customer which will show the minimum amount of information we require to prepare notice. Dar-Liens, Inc. will mail copies of all preliminary notices to claimant (customer), general contractor, subcontractor, owner, lender and bonding agency (if applicable) upon completion of the notice.

Dar-Liens, Inc. agrees to send out notices on starts already aged over twenty (20) days or on short notice when possible; however, there may be additional charges for any special services. In the event of vague or incomplete information supplied, we will contact customer's office or agent for further instructions and information.

At the present time, Dar-Liens, Inc. does not charge for amendments required through our error or cancellations by your request if the cancellation request is received before the notice has been totally processed and entered into the computer.

AUTHORIZATION AND CONTRACT

We, the undersigned company, hereby authorize Dar-Liens, Inc. to act as Limited Agent in the preparation and service of Arizona Preliminary Twenty-Day Lien Notices and Preliminary Lien Notices in any and all other states. This also authorizes Dar-Liens, Inc. to execute any documents necessary to protect the company's Lien, Bond Claim and Mechanic's Lien Rights, under the laws of the state for which the Preliminary Notice was prepared.

The company understands that Dar-Liens, Inc. will send a detailed invoice on a monthly basis. Payment on invoices for Preliminary Notices are due in our office the last day of the month, thirty

(30) days from the invoice date. Bond Claim Notices and Mechanic's Liens and Releases are due within five (5) days of the invoice date.

There will be a two percent (2%) late charge assessed when payment on outstanding invoices are not received in our office by the stipulated time frame (net thirty (30) days on Preliminary Notices or net five (5) days on Bond Claim Notices and Mechanic's Liens and Releases). Any balance that exceeds sixty (60) days will be turned over to collections. The cost of all attorneys' fees or collection costs will be added to your account.

Customer: _____

Any dba's: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone No.: _____ **Fax No.:** _____

Authorized Signature: _____

Printed Name: _____

Title: _____ **Date:** _____

we have read this complete Authorization and Contract and agree to all the stipulations contained therein, and agree to pay all legal fees should there be any breach of contract, or if I/we supply any forms and or data for use by anyone else not under contract with Dar-Liens, Inc.