

TRADITION LIEN SERVICE CUSTOMER AGREEMENT

TRADITION LIEN SERVICE, a Division of TRADITION SOFTWARE, INC., helps suppliers and tradesmen, prime contractors and subcontractors in construction get paid through the effective use of each state's lien process. We don't do it ourselves. Good, honest communication with our customers enables us to set up an effective credit and collections program where we work together to produce the result you want - the timely payment of invoices. TRADITION LIEN SERVICE is intended to provide the following as a contract service: project and legal party research and verification, legal construction lien notices for documented delivery, and if needed, execution of recorded information concerning construction projects. Our services are not intended to provide legal advice or to be a statement of applicable laws, rules, statutes or regulations. Contracting with TRADITION LIEN SERVICE is not a substitute for knowing and complying with the law. **TRADITION LIEN SERVICE is not a law firm, and does not provide legal advice. Consult an attorney if you have any questions concerning the law, or a particular project.**

BY SIGNING THIS AGREEMENT, YOU BECOME A PARTY TO THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

1. **CUSTOMER RESPONSIBILITIES.** As Customer, you agree to provide the following on www.myliencenter.com for all services:

- Property Address and description of equipment, labor, materials or services contracted for with starting/completion date.
- Project's Owner name, address, phone number, fax number.
- Project's Customer name, address, phone number, fax number.
- Project's General name, address, phone number, fax number.
- Project's Lender/Surety name, address, phone number, fax number.
- Estimated and/or final cost of equipment, labor, materials or services contracted for.

2. **ORDER DEADLINES AND PROCEDURES.** As Customer, you are responsible for the accuracy of the project information provided to us. TRADITION LIEN SERVICE will make attempts by phone, fax, and/or email to verify project information with stated legal parties. TRADITION LIEN SERVICE will also verify Property Owner information through the public records on file. Accordingly, TRADITION LIEN SERVICE makes no warrants as to the accuracy of any information provided by any or all third parties. Our goal is a 3-5 turnaround on a notice request. A \$100 expedite fee can be paid for 2-day processing.

3. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, TRADITION LIEN SERVICE, ITS AGENTS AND EMPLOYEES, ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF SUBSTITUTE GOODS INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF YOU OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT ANY DAMAGES OF ANY KIND ARE AWARDED, YOU AGREE THAT THE MAXIMUM AMOUNT OF SUCH DAMAGES SHALL BE THE ORIGINAL LISTED PRICE OF THE SERVICE PROVIDED.

4. **ARBITRATION OF DISPUTES.** Any claim or controversy arising out of, or relating to, any provision of this Agreement, or the breach thereof, shall, upon written demand of any party, be settled by arbitration in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association, to the extent consistent with the laws of the State of Illinois, and judgment upon the award rendered by the arbiter(s) may be entered in any court having jurisdiction thereof. Arbitration shall be held in the County of Du Page, Illinois.

5. **ATTORNEYS' FEES.** Should any arbitration or litigation be commenced between any of the parties hereto, or their personal representatives, concerning any provision of this Agreement or the rights and duties of any person relative thereto, the prevailing party shall be entitled to recover, as an element of his costs of suit and not as damages, reasonable attorneys' fees to be fixed by the arbiter(s) or the court, as the case may be. The "prevailing party" shall be the party who entitled to recover his costs of suit, whether or not the suit proceeds to final judgment.

6. **MISCELLANEOUS.** This Agreement represents the complete agreement between the parties concerning the contracted services provided between TRADITION LIEN SERVICE and your company, and supersedes any and all prior agreements or representations. This Agreement may only be amended by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. Since TRADITION LIEN SERVICE is a division of TRADITION SOFTWARE, INC., a California corporation, this Agreement shall be governed by and construed under California law as if this Agreement had been entered into by California residents and fully performed within California.

7. **INVOICE PROCEDURES, PAYMENTS AND PENALTIES.** All notices requiring the research and recording of a lien will require a prepayment of \$165 plus recording costs in advance for services to commence. For services provided that are equal to or greater than \$1,000 per month, monthly invoices for services rendered will be due in full within thirty (30) calendar days of the invoice date. No services will be provided if your account has an open invoice that is past thirty (30) calendar day's payment due. TRADITION LIEN SERVICE reserves the right to collect all fees generated in the event an unpaid invoice is sent to collections.

8. **AGREEMENT OF CUSTOMER.** By signing this agreement, I hereby consent to TRADITION LIEN SERVICE acting as a limited agent to execute any and all contract services including the following: project and legal party research and verification, legal construction lien notices for documented delivery, and if needed, execution of recorded information concerning construction projects.

I agree to the above terms. Dated: _____

SIGNER SIGNATURE, SIGNER TITLE

SIGNER NAME

COMPANY NAME

SIGNER EMAIL ADDRESS

COMPANY ADDRESS, CITY, STATE, ZIPCODE

SIGNER WORK PHONE | SIGNER CELL PHONE