

## **Subscription Agreement**

## All New Clients Must Submit A Subscription Agreement Before Placing Orders Please fill out form, print, SIGN, and Fax to (425) 252-2754 We must have a signed copy prior to your first online order

It is agreed by and between LIEN RESEARCH CORP. and

(subscriber) as follows:

WITNESS:

WHEREAS, Subscriber is engaged in the business of providing labor, materials and supplies, or Architectural/engineering services to be used in improving real property; and

WHEREAS, as a result, Subscriber will find it necessary at times to record: mechanics/materialman's liens against real property and to make claims against bonds and retainage, pursuant to the Laws of the State of the job, and as well, obtain "credit information", relating to various contractors;

WHEREAS, Lien Research Corp., pursuant to the terms, conditions and restrictions of this agreement, is willing to provide this information and assistance to entities and/or persons who subscribe to this service; NOW THEREFORE, in consideration of the mutual promised contained herein, the parties covenant and agree as follows;

1. The Subscriber, at the time this agreement is executed, shall elect to be either a Full Member of a Limited Member.

a. If Limited Membership is selected, Subscriber agrees to pay an additional \$45.00 per order, according to the hereinafter described "List of Services" attached to this agreement as Addendum A.

b. If Full Membership is selected, Subscriber agrees to pay an annual fee in the sum of \$ 250.00. Such fee shall allow Subscriber to obtain the hereinafter services for the hereinafter described costs for a twelve month period. This fee, subject to increase, shall be paid annually in the event Subscriber wishes to continue and/or purchase the services provided by Lien Research Corp.

Lien Research Corp. shall provide and/or sell its services to only those Subscribers who pay the annual membership fee or agree to pay \$45.00 more per order, whichever is applicable, and only to those Subscriber's who's accounts are paid within the terms stated in this agreement.

2. The Subscriber hereafter elects to services as a:

## 1. FULL MEMBER 2. LIMITED MEMBER

3. The rates as specified on Addendum A, fully being a part of this contract, relating to the services to be performed by Lien Research Corp. on behalf of Subscriber are subject to increase upon 30 days notice. The Subscriber, will be billed monthly for the services requested as described in Addendum A. Payment will be due and owing within 10 days of the date of the pertinent invoice and/or statement. In the event the account is not paid as agreed, the delinquent balance will accrues interest at the rate of 18% per annum or at the highest rate allowed by applicable law for loans of forbearance's of money, whichever is less. In addition, the Subscriber agrees to pay reasonable attorney's fees incurred in connection with the collection of any past due payments, whether or not suit is actually commenced. Further, at the option of Lien Research Corp., the venue of any suit brought to collect any past due account may be had in the Superior Court of Snohomish County, State of Washington.

4. The Subscriber hereby designates Lien Research Corp., as it's agent, for the sole purpose of performing the services, as requested and specified in Addendum A of this agreement.

## HOLD HARMLESS AGREEMENT

Relating to the appointment of Lien Research Corp., as its agent, Subscriber agrees to defend and save Lien Research Corp. HARMLESS FROM ALL CLAIMS, DAMAGES AND/OR LOSS resulting from the acts of omissions of Lien Research Corp. or it's authorized representatives for services performed on Subscriber's behalf. This shall include any and all claims made by third parties as a result of liens filed against parcels of real property.

IN ADDITION, SUBSCRIBER AGREES THAT ALL INFORMATION, WHETHER WRITTEN OR VERBAL, FURNISHED BY LIEN RESEARCH CORP., IT'S AGENTS OF SERVANTS, SHALL BE HELD IN STRICT CONFIDENCE AND USED EXCLUSIVELY FOR THE BENEFIT OF THE SUBSCRIBER. THE PARTIES HEREBY RECOGNIZE AND AGREE THAT THE INFORMATION OBTAINED BY LIEN RESEARCH CORP. IS OBTAINED FROM VARIOUS SOURCES AND/OR INDIVIDUALS AND THAT THEREFORE, THE POSSIBILITY OF ERROR IS INHERENT IN PERFORMING THESE TYPES OF SERVICES. ACCORDINGLY, THE PARTIES AGREE THAT LIEN RESEARCH CORP. CANNOT AND DOES NOT GUARANTY THE ACCURACY, RELIABILITY OR CORRECTIVENESS OF SUCH INFORMATION OBTAINED AND USED IN PREPARING AND PROVIDING THE SERVICES DESCRIBED IN ADDENDUM A OF THIS AGREEMENT. AS A RESULT SUBSCRIBER AGREES TO RELEASE AND/OR HOLD HARMLESS LIEN RESEARCH CORP., IT'S AGENTS, AND/OR SERVANTS, HARMLESS FROM ANY LOSS AND/OR DAMAGES INCURRED AS A RESULT OF THE NEGLIGENCE OF LIEN RESEARCH CORP., IT'S AGENTS AND/OR SERVANTS, IN THE PERFORMANCE OF PROVIDING THE SERVICES DESCRIBED IN ADDENDUM A.

The Subscriber acknowledges and represents that it has been informed that Lien Research Corp., could not provide the services described in Addendum A, at the reflected cost unless Subscriber agreed to release and/or hold harmless from any and all liability for any damages and/or losses whatsoever arising from the performance of the services described in Addendum A of this agreement, on it's behalf. Subscriber hereby acknowledges and represents that he/she has read the foregoing, understands the contents thereof and agrees that it is a part of this contract bargained in good faith and executed voluntarily on his/her part.

In addition, the Subscriber acknowledges and represents that it is represented by it's own legal counsel relating to the foreclosure of any mechanic's/materialman's liens and it's interest against any retainage and/or bond proceeds. Accordingly, the Subscriber is not and will not in any way seek legal advice nor expect to receive legal advice from Lien Research Corp. and/or it's representatives relating to the services described in Addendum A of this agreement.

| DATED THIS | DAY OF |
|------------|--------|
|            |        |

| X SIGN:  |   |       |
|--|---|-------|
| COMPANY NAME   |   | PHONE |
| ADDRESS  | F | -AX   |
| CITYSTATEZIP<br>Addendum A to Subscription Agreement.<br>PLEASE PRINT, <i>SIGN</i> AND FAX BACK THIS AGREEMENT BEFORE PLACING ORDERS<br>FAX (425) 252-2754<br>(We also MUST have a original signature therefore please also drop a copy in the mail to:)<br>Lien Research Corp.<br>PO Box 3409<br>Arlington, WA 98223<br>(By receiving the faxed copy we are able to begin processing orders <u>Online</u> ) |   |       |

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