

Make a Claim - RUSH Service Form

What is your name and address?

Name: _____

Address: _____

City: _____ Prov _____ P.C. _____

Who owns the property where the work was done?

What is their address if known?

Name: _____

Address: _____

City: _____ Prov _____ P.C. _____

Do you know the Legal description of property where work or materials were supplied? Eg: Lot, Block, Plan, Street Address:

In the following land:

What type of work or materials did you supply?

The Lien is claimed in respect of the following work or materials:

Name and address of who owes you money:

Which work or materials were or are to be provided for:
Name of Person or Corporation:

Address: _____

City: _____ Prov _____ P.C. _____

If applicable, check this box:

This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.

Check one box only:

a) The work was completed or the materials last supplied on
(date) _____ of _____, 20 _____

OR

b) The work is not yet completed or all the materials have not yet been furnished.

How much money are you owed?
[minimum claim is \$300]

The sum claimed as due or to become due is:

\$ _____

The address for service of the Lienholder is:
Lien-Pro Inc.
201-11062 156 St., Edmonton T5P 4M8

in the Province of Alberta.



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Lien-Pro Inc. filing Builders Liens on my/our behalf and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I/We hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Lien-Pro Inc. and their solicitors, directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns and TO RELEASE LIEN-PRO INC. and its solicitors from any and all liability for any loss, damage, expense that I may suffer.
2. TO HOLD HARMLESS AND INDEMNIFY LIEN-PRO INC. and its solicitors from any and all liability resulting from filing builders' liens on my/our behalf.
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the province in which the lien was filed; and
5. I hereby authorize Lien-Pro Inc. and its solicitors to file a Builders Lien on our behalf solely based upon the information I provide to Lien-Pro Inc.
6. I understand that the statement of lien in Alberta must be filed (i) within a 45-day period, or (ii) with respect to an oil or gas well or an oil and gas well site, within a 90-day period following the completion or abandonment of the work or of the supplying of the last of the materials or else it ceases to exist. It is my/our responsibility to submit my/our lien for registration to Lien-Pro Inc. within the correct time period, pursuant to section 22(2) of the Interpretation Act, R.S.A. 2000, c.B-7. In British Columbia, I understand that the claim of lien must be filed within 45 days after the issuance of the Certificate of Completion, or if not applicable, within 45 days after completion, abandonment or termination of the Head Contract, or else the claim will be invalid. It is my responsibility to submit my claim for registration by Lien-Pro Inc. and its solicitors, within the applicable time period pursuant to s.20 of the Builders Lien Act, S.B.C. 1997 Ch.45
I understand that the Construction Lien in Ontario must be registered within 45 days after the issuance of the certificate or declaration of the substantial performance of contract, or if not applicable, from the date the contract was completed or abandoned. It is my/our responsibility to submit my/our lien to Lien-Pro Inc. within the correct time period, allowing time for proper searches and registration to title, or else my/our lien will be invalid. It is my/our responsibility to submit my lien for registration to Lien-Pro Inc. and its solicitors, within the applicable time period pursuant to sections 31(2) and 31(3) of the *Construction Lien Act*, R.S.O. 1990, c. C.30
7. I/We recognize that it is our responsibility to begin legal action before the time period of 180 days in Alberta or one year in British Columbia from the initial filing date to protect the Builders Lien if not paid. I/We recognize that it is our responsibility to begin legal action before the time period of 45 days following the registration of the lien in Ontario to protect the Construction Lien if not paid in order to perfect the lien and prevent it from expiring.



8. I/We are familiar with the Alberta Builders' Lien Act, R.S.A. 2000, c. B-7 or, alternatively the British Columbia Builders Lien Act, S.B.C. 1997, Chapter 45 and the terms and conditions therein. I/We are familiar with the *Construction Lien Act*, R.S.O. 1990, c. C.30 and the terms and conditions therein.
9. I/We guarantee that names and amounts of the builders liens requested are correct.

In entering into this Agreement I/We are not relying on any oral or written representations or statements made by Lien-Pro Inc. with respect to the filing of builders' liens, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST LIEN-PRO INC., OR ITS SOLICITORS.

Signed this _____ day of _____, 20 _____

Client Legal Name: _____

Signature of client: _____

Print name and title: _____

Credit Card Authorization Form

Due to strict credit card processing rules, Lien-Pro Inc. requires an authorization form for all transactions when the card is not present. We apologize for this inconvenience.

This form will NOT send your credit card information over the Internet. It simply allows you to print a filled in authorization form.

Step 1 - Fill in all text boxes.

Step 3 - Initial and Sign form at bottom

Step 2 - Print this page.

Step 4 - Fax to (866) 266-0137

Name: _____ Visa MasterCard
 (as appears on card)

Credit Card # _____ Exp. Date ____ / ____

E-mail address: _____ Security Code: _____

Daytime Phone # (____) ____ - ____ Fax # (____) ____ - ____

Promo Code: _____

Billing address for credit card:

Address: _____

City: _____ Prov _____ P.C. _____

_____ I authorize a charge of \$ _____ to the above credit card as payment for
 initial filing a builders lien on my behalf. (See Fee Table)

_____ This payment is for a lien to be filed
 initial against: _____ (name of your customer)

Credit Card Holder's Signature: _____

Date: _____ of _____, 20____

Once the lien is processed you will receive a certified copy of title evidencing your lien.
 Lien-Pro Inc. - Edmonton & Vancouver - Voice: (866) 266 0117 - Fax: (866) 266 0137

Lien-Pro will act to facilitate the preparation and filing of your lien by a qualified solicitor. Fees charged include all legal expenses incurred for the preparation and filing of the lien only. The information provided on this site is not legal advice and should not be relied upon as such. Lien claimants should consult with independent legal professionals for advice pertaining to their operation and unique facts and circumstances.

Lien-Pro does not prepare the lien, but will assist you in having the lien prepared by a qualified solicitor at preferred rates, and we will take all possible steps to ensure your lien is filed at the Land Title Office within the time requirements. Fees charged are comprised of a facilitation fee and the full cost of a qualified legal professional in the preparation and filing of your lien.