

## MAKE a Claim – RUSH Service

### Property Information:

Provide the PIN number/Legal Description/Civic Address of where the work was done (the property you are wanting to lien):

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Is the lien being placed against someone who is leasing the property?

- If YES: Did you give notice to the landlord under subsection 19(1) of the *Construction Lien Act* in the prescribed form, (Form 2 of Lien-Pro Package – Release of Liability)
- If NO (to the above question): Did the landlord make the request for you to supply the services or materials?
- If YES: Please provide the contact information of the landlord

### Claimant Information:

Your Name or Company Name and Address: (If company, please attach current Company Corporate Profile Report)

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*(Please Note: Address for service when this Lien is placed will be c/o Lien-Pro at their head office address)*

Name of person authorizing Lien to be placed: (PLEASE PRINT CLEARLY)

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**Please check the following:**

You authorize Brad Lohner and Lien-Pro Inc. to be the agent of the Lien claimant and you have informed Lien-Pro Inc. of the facts stated in the claim for Lien and the facts are true.

You have authority to bind the corporation

**Check either A or B:**

A) This document **is** authorized by way of a power of attorney

B) This document is **not** authorized by way of a power of attorney

**Statements:**

Name and address of the property owner (where the lien is being placed): (If company, please attach current Company Corporate Profile Report)

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Name and address of the person/company who owes you the money for work done or materials provided: (If company, please attach current Company Corporate Profile Report)

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Time in which materials/services were provided: \_\_\_\_\_ to \_\_\_\_\_  
(Start Date to Finish Date)

Contract or Subcontract Price: \_\_\_\_\_

Amount claimed as owing in respect of services/materials supplied: \_\_\_\_\_

# **LIEN-PRO™**

**Check box A if the Lien is to attach to the premises, otherwise check box B:**

A) The Lien claimant claims a Lien against the interest of every person identified as an owner of the premises described in the said PIN to this Lien.

B) The Lien claimant claims a charge against the holdbacks required to be retained under the Act and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at: (address or other identification of the location of the premises)



## 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 2 - Print this page.**

**Step 3 - Initial and Sign form at bottom  
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. \_\_\_\_\_

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

\_\_\_\_\_  
initial This payment is for a lien to be filed 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.