

MAKE a Claim – RUSH Service

Claimant Information:

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

(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)

Please check the following:

- You authorize Brad Lohner and/or Alysia 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

Property Information:

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

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

- NO
- 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

Statements:

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

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, if available)

Time in which materials/services were provided: _____ to _____
(Start Date to Finish Date - **Day, Month & Year Required**)

Contract or Subcontract Price: _____

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

What type of work and/or materials did you supply? The lien is claimed in respect to the following work/materials:

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)

**** Please attach your company's Certificate of Incorporation**

- Attached is our company's Certificate of Incorporation

- Attached is a copy(ies) of our company's invoice(s) for this account

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.
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.
I understand that the statement of lien in Saskatchewan must be filed (i) within a 40-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 The Builder's Lien Act - Chapter B-7.1* of the *Statutes of Saskatchewan, 1984-85-86* (effective January 1, 1986) as amended by the *Statutes of Saskatchewan, 1986, c.8; 1988-89, c.54; 1989-90, c.29; 1993, c.C-26.1; 1996, c.E- 9.3 and 47; 1997, c.S-50.11; 2000, c.L-5.1; 2001, c.23; 2002, c.C-11.1, R-8.2 and S-35.02; 2004, c.C-11.2 and L-16.1; 2005, c.M-36.1 and S-35.03; and 2006, c.C-1.1 and 25.*
I understand that the statement of lien in the Northwest Territories must be filed (i) within a 45-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 the **MECHANICS LIEN ACT** R.S.N.W.T. 1988,c.M-7 **AMENDED BY** R.S.N.W.T. 1988,c.8(Supp.) In force July 19, 1993; SI-008-93, S.N.W.T. 1998,c.5, S.N.W.T. 1998,c.17, S.N.W.T. 2004,c.11, S.N.W.T. 005,c.14, S.N.W.T. 2009,c.12.
I understand that the statement of lien in the Yukon Territories must be filed (i) within a 45-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 the **REVISED STATUTES OF THE YUKON 2002**, Chapter 18 of the *Builders Lien Act*.
I understand that the statement of lien in Manitoba must be filed within a 40-day period, following the completion, substantial performance, abandonment of the work or of the supplying of the last of the materials/ work 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 **43(1) – 43(5) of The Builders' Liens Act C.C.S.M. c. B91**

- 7. I/We recognize that it is our responsibility to begin legal to protect our Builders'/Construction/Mechanics' Lien if not paid within the prescribed time periods as outlined in the corresponding Act (as referenced above) in the jurisdiction in which our lien is filed.
- 8. I/We are familiar with the Alberta *Builders' Lien Act*, R.S.A. 2000, c. B-7, I/We are familiar with the *Construction Lien Act*, R.S.O. 1990, c. C.30 in Ontario and the terms and conditions therein. I/We are familiar with the *The Builder's Lien Act - Chapter B-7.1** of the Statutes of Saskatchewan, 1984-85-86 (effective January 1, 1986) as amended by the Statutes of Saskatchewan, 1986, c.8; 1988-89, c.54; 1989-90, c.29; 1993, c.C-26.1; 1996, c.E-9.3 and 47; 1997, c.S-50.11; 2000, c.L-5.1; 2001, c.23; 2002, c.C-11.1, R-8.2 and S-35.02; 2004, c.C-11.2 and L-16.1; 2005, c.M-36.1 and S-35.03; and 2006, c.C-1.1 and 25 and the terms and conditions therein. I/We are familiar with the *MECHANICS LIEN ACT* R.S.N.W.T. 1988,c.M-7. I/We are familiar with the *REVISED STATUTES OF THE YUKON 2002*, Chapter 18 of the *Builders Lien Act*. I/We are familiar with The *Builders' Liens Act* C.C.S.M. c. B91 in Manitoba and the terms and conditions therein.
- 9. I/We guarantee that the information provided in the **LIEN-PRO Make a Claim** forms attached (including names, lien location (property to be liened), amounts of the builders liens claim requested and date of service/completion date) are correct.
- 10. After the lien is filed, I/We may call upon LIEN-PRO® to provide further consultative and administrative functions, including but not limited to: receiving telephone calls and emails from third-parties, receipt of documents on our behalf, and receipt and disbursement of lien funds. I/We agree to pay LIEN-PRO® at the rate of \$195.00 per hour, billed in fifteen minute increments for its time performing these functions as well as the payment of disbursements on our behalf. I/We agree to allow LIEN-PRO® to debit the credit card provided to cover such charges as they occur from time to time.

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 _____

Company Legal Name: _____

Signature of Client: _____

Print Name and Title: _____

Who should we contact if we have any questions about your claim?

Contact Name: _____

Contact Phone Number: _____

Contact Email Address: _____

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 AMEX
(As appears on card)

Credit Card # _____ Exp. Date ____ / ____

E-mail address: _____ Security Code: _____

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

Promo Code: _____ (if applicable)

Billing address for credit card:

Address: _____

City: _____ Prov _____ P.C. _____

Payment Option 1:

____ I authorize a charge of \$695 + disbursements & tax (approx. \$880) to the above
initial credit card as payment for payment for _____ (lien service).

Payment Option 2:

____ I authorize LIEN-PRO INC. to charge my credit card the necessary amount required to process my documents or to
initial perform my required services.

____ After the lien is filed, I/We may call upon LIEN-PRO® to provide further consultative and administrative functions,
initial including but not limited to: receiving telephone calls and emails from third-parties, receipt of documents on our behalf, and receipt and disbursement of lien funds. I/We agree to pay LIEN-PRO® at the rate of \$195.00 per hour, billed in fifteen minute increments for its time performing these functions as well as the payment of disbursements on our behalf. I/We agree to allow LIEN-PRO® to debit the credit card provided to cover such charges as they occur from time to time.
NOTE: This pre-authorization is mandatory in order to have your lien filed and registered with LIEN-PRO INC.

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. - Canada Wide Lien Filing- Voice: (866) 266 0117 - Fax: (866) 266 0137