Homeowners, Condominium & Road Maintenance Associations

R LIEN RESEARCH CORP.

ASSOCIATIONS ASSOCIATIONS IN A Construction We Protect Your Group Interests: Property Research Lien Filing

Release of Liens



# Introduction

Lien Research Corp. was created to assist you in recovering overdue association payments from current or past owners. Sometimes this can be a time-consuming and tedious process that most association leaders don't have time for. We are not a collection agency. We are experienced in filing liens as a means of recovering your lost income.

These are just a few of the valuable services we offer:

- Prepare and file your Claim of Liens
- Provide you with limited preliminary credit checks
- Search for pending lawsuits and existing liens
- Limited asset searches
- Speedy 3 day turn-around time

All of this for a fraction of what you will be charged by most attorneys.

Another popular service we provide is education. We are more than happy to assist in educating yourself and members of your board about the process of filing liens. We are a trusted resource in the industry, in operation since 1988. We know the lien filing industry, inside and out.

Please review the enclosed information, which includes references, pricing, and a membership agreement. Please let us know how we can help.

Thank you for your precious time.

Judy Sarkis

wner/President





# **Our Services**

Lien Research Corp. is very proud of the depth and quality of the services we provide to the construction industry, as well as Homeowners, Condominium, and Road Maintendance Associations.

The process of chasing down unpaid dues can be time-consuming as well as quite frustrating. We take care of that problem using the Lien Filing processes available to us. We have developed many professional relationships with assessors, building departments, and title companies nationwide, enabling us to obtain information often unavailable to other companies. This helps us to verify locations and specific addresses of those individuals who owe you money. We then file the necessary liens, enabling you to gain access of your funds through the release of those assets. We handle all aspects of this process, from start to finish.

Our costs are "all inclusive." You will find no hidden charges. Our prices include two certified letters per order as well as research of ownership and lender where applicable. You are only charged additional postage when mailing more than two certified letters is required, and/or for registered letters. If any of these letters come back to our office as a bad address and we found it during research, we will re-research for a new address and resend at no charge. If the address was provided by you, we will get permission from you to re-research and resend for a fee.





Knowing that your time is such an asset, we are primed to assist your Board with some of its more cumbersome duties. We are happy to assist your staff with a wide spectrum of tasks, a small number of which are listed here:

- Unparalleled customer service.
- Submit orders and view completed copies 24/7 through our secure website.
- An actual person will always answer your telephone calls to our office, during business hours. You will never be asked to press dozens of buttons, nor will you speak to automated voicemail.
- Experts in researching property ownership nationwide. We boast more than 50 years of combined experience, providing the ability to read parcel maps as well as read between the lines to accurately locate ownership for new parcels lacking addresses.
- Foreclosure reminder included with your recorded lien copy.
- Referrals to independent attorneys and collection agencies specializing in today's construction industry.
- Lien searches in most areas, nationwide.
- Limited public records searches, including tax liens, bankruptcies, suits and judgements, UCC records, asset searches, and more.
- Corporate, LLC, LP, Sole Proprietorship, and Partnership records.
- Volume and prompt payment discounts available of up to 80/o off total bill.

We stand poised to offer these services and more! We are continually looking for ways to improve our service, contact us anytime to let us know how we can better serve your organization and meet your individual needs.



**EXAMPLE NOT ADDRESS FOR ADDRE** 

## References

Credit Managers	Contact	Phone
Canyon Creek Cabinet Co.	Rick Westwood	306-348-4985
Guardian Security Systems, Inc.	Kristie Sweet	206-622-6545
Huntwood Industries	Lori Martin	509-924-5858
Keller Supply Co.	Jessica Meeks	206-285-3300
Keller Supply Co.	Tom Vitt	206-285-3300
Matheus Lumber Co., Inc.	Kathryn Desrosier	206-284-7500
Stoneway Electric Supply	Steven Hopkins	425-814-6405
Stoneway Electric Supply	Julie Anderson	509-535-2933
Rodda Paint Co.	Shawn Levesque	503-521-4300
Valley Supply Co.	Shannon Wilson	360-217-4310
Miles Sand & Gravel	Debbie DeBoer	253-833-3705

#### Law Firms

<u>Washington</u>		
Anderson-Hunter	Michael Kvistad	425-252-5161
Pillar Law PLLC	Seth Millstein	206-724-0200
Marsh Mundorf Pratt Sullivan + McKenzie	Patrick K. McKenzie	425-742-4545
Marsh Mundorf Pratt Sullivan + McKenzie	Karl F. Hausmann	425-742-4545
William H Charbonneau	Bill Charbonneau	425-771-6000
Montgomery Purdue Blankinship & Austin PLLC	Andrew Chisholm	206-682-7090
Mccafferty & Steinmark	Matthew McCafferty	206-728-0260
Piskel Yahne Kovarik PLLC	Jason T. Piskel	509-321-5930
James, Vernon & Weeks - <u>Idaho</u>	Douglas Pierce	208-667-0685
Motschenbacher & Blattner - <u>Oregon</u>	Tony Motschenbacher	503-417-0500
Datsopoulos, MacDonald & Lind, P.C <u>Montana</u>	Trent N. Baker	406-728-0810
Law Offices of Randall S. Guritzky - <u>California</u>	Randy Guritzky	626-580-3275
<u>PA, WV, VA, NC, SC, GA</u>		
Spilman Thomas & Battle, PLLC	Stephanie U. (Roberts) Eaton	336-631-1062

#### HOAs & COAs

Bear Creek HOA	Rochelle Globstad	425-345-5566
Inglewood Forest HOA	Kristen McDonald	206-412-6522
Sector 2A @ Snohomish Cascade Assoc.	Amy Key	425-357-6058



## **Membership Agreement**

It is agreed by and between LIEN RESEARCH and \_

\_ ( "Subscriber") as follows:

I. The Subscriber is hereby an Association Member of Lien Research. As an Association Member, Subscriber understands and agrees that Lien Research shall provide and/or sell its services only to those Subscribers whose accounts are paid within the terms stated within this Agreement. The services provided by Lien Research as specified on Addendum A are fully part of this Agreement.

2. The Subscriber covenants that the following declaration governs the association against which it desires lo record a lien:

Declaration of \_\_\_\_\_\_, recorded on \_\_\_\_\_, under \_\_\_\_\_\_, County Auditor's File No. \_\_\_\_\_\_, and as amended thereby. If this declaration is amended or re-recorded in any fashion, the Subscriber agrees to immediately notify Lien Research Corp. as Lien Research relies the declaration stated herein to perform its services.

3. The Subscriber acknowledges that Lien Research does not provide legal services and cannot give legal advice. As a result, Subscriber acknowledges and understands that it must make its own decisions regarding, and cannot rely upon Lien Research's judgment for, information related to liens (including claims), including without limitation, what County to file the lien in, against whom the lien will be recorded, against what property it should be recorded, the names of the owners who will be named in the lien, whether any notices are required prior to recording a lien, and whether multiple liens are required under law. Subscriber also acknowledges and represents that it is represented by its own legal counsel, and that it will rely on the advice from its legal counsel as to the accuracy, validity, and legality of the liens.

4. The parties hereby recognize and agree that the information obtained by Lien Research 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 cannot and does not guaranty the accuracy, reliability, or correctness of such information obtained and used in preparing and providing the services described in Addendum A of this Agreement.

5. SUBSCRIBER HEREBY AGREES TO RELEASE, HOLD HARMLESS, AND DEFEND LIEN RESEARCH, TOGETHER WITH ITS AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS, AND ASSIGNS, FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTIONS, SUITS, INJURIES, PROCEEDINGS, ACCOUNTS, CONTRACTS, DEMANDS, COSTS, DAMAGES, LIABILITIES, LOSSES, OBLIGATIONS, AND ATTORNEYS' FEES OF EVERY KIND AND NATURE (INCLUDING WITHOUT LIMITATION WHETHER THEY ARE RELATED TO, OCCASIONED IN CONNECTION WITH, OR ARISING FROM A THIRD PARTY) RELATED TO, OCCASIONED IN CONNECTION WITH, OR ARISING FROM, THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY NOTICE OR LIEN OR ANY OTHER SERVICE PROVIDED BY LIEN RESEARCH.

The Subscriber acknowledges and understands that Lien Research could not provide the services described in Addendum A at the reflected costs unless Subscriber agreed to release, hold harmless, and defend Lien Research from any and all liability for any damages and/or losses whatsoever related to this Agreement. A breach of any provision of this Agreement by Subscriber does not alter the effectiveness of this release.

6. In the event a third party requests that the lien be released, Lien Research will attempt to contact Subscriber once by phone and once by email at the phone number and email address listed below, if any. Lien Research cannot release a lien without the authorization of Subscriber.

7. The rates as specified on Addendum A are subject to increase upon 30-days' notice. The Subscriber will be billed monthly for the services requested as an Association Member. Payment will be due and owing within 20 days of the date of the pertinent invoice/statement. In the event the account is not paid as agreed, the delinquent balance will accrue interest at the rate of 18% per annum or at the highest rate allowed by Washington law, whichever is less. In addition, the Subscriber agrees to pay reasonable attorneys' 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, 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.

8. Subscriber hereby acknowledges and represents that Subscriber 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 Subscriber's part.

Signature		Date
Ву	ITS	Phone
Address		Fax
City	State	Zip
Email Address		

PERSONAL GUARANTEE: The undersigned Personal Guarantor (the "Guarantor") acknowledges that the Guarantor has reviewed this Agreement, and the Guarantor hereby personally, unconditionally, and irrevocably guarantees the obligations of the Subscriber in this Agreement. The Guarantor also acknowledges that a) the Guarantor has a direct financial interest in the Subscriber, b) Lien Research would not agree to this Agreement without this Personal Guarantee, and c) this Personal Guarantee is therefore supported by good and adequate consideration.

Guarantor Signature	_ Printed Name
Address	
City S	ateZip

Service Company to Contractors and Suppliers · Notice to Owners, Recording of Liens, Claims on Bonds



# **Credit Card Authorization**

Company Name	
Contact Phone	Email
Type of Card for this Transaction	on: VISA MasterCard American Express
Credit Card Number	
Expiration Date	Security Code
Statement Address	
City	State Zip
Cardholder Phone	
Please Charge This Card for Tl	his Purchase Amount \$
l authorize this information to l	be kept on file for future purchases: YES NO
-	to charge my Credit Card for purchases of their services, and to verify the billing the Issuing bank. All Information given above is complete and accurate. I am the wthorized to use credit card.
Cardholder Signature	Date
Cardholder Full Name	
LRC Employee Receiving Autho	nization
Name	Date
Service Company to Contractors and S	Suppliers · Notice to Owners, Recording of Liens, Claims on Bonds



### Services & Prices

Our prices are "all inclusive". There are no hidden costs or charges. All services listed below include research, if we do not incur additional title expense. If additional fees are required, we will notify subscriber prior to completion.

Services	Price
Legal Owners Name & Mailing Address only	\$19 per lot
Complete Listing of Entire Plat's Homeowners & Mailing Addresses	Call Office for Quote
Legal Description & Ownership of Property	\$19 per lot
Lien - Certified Mail to Owner within 14 days of filing	\$145 + Recording Fee
RUSH PROCESS - Within 3 business days	\$350 + Recording Fee
Release of Lien	\$75 + Recording Fee
RUSH PROCESS - Within 3 business days	\$250 + Recording Fee
Title Search	\$70 per hour

#### Referrals

There is no Charge for referrals to Puget Sound Region Attorneys and Collection Agencies specializing in Lien Law, Foreclosures, and Collections.

#### **Rush Processing**

Any Lien or Release that needs to be recorded within 3 business days will be charged rush fees. Lien Research Corp. will not be responsible for orders called in with less than 3 business days to complete. Subscriber assumes full responsibility for "RUSH" jobs.

#### Discounts

We allow a 2% discount for accounts paid by the 10th of the month.

#### SEE NEXT PAGE FOR DETAILED INSTRUCTIONS OF FILLING OUT THIS FORM

NOTES			
Nato		L DC Order #	
Dave			
Type of Order (Circle One	e) LIEN FOR DUES 🔵	) RELEASE OF Previous LRC # or I	
Lien Property			
Address		Due Date	
		Amount Due	
		Total\$	Amount + Fees
Owner Information			
Owner Name			
"I hereby state and repre	<b>inst Bonds Only</b> (Sworn statement of esent that I have requested the forgo believe the same to be true and just	ioing claim, that I have r	read and know all of the contents
Signature (Required)		Date	
End Research Date:	Date Mailed:	Date Emailed:	Date Billed:
ENO RESEALUI Dale.		Dale cilianeu.	



# **Order Form Instructions -** Please type form in ALL CAPS

Notes	Is there anything specific you'd like us to know? Have you changed your address, phone number, email address and/or contact person?
Date	The date you're submitting the order to our office.
Your Name	Name of person filling out the order form.
Your Company	Full name of the company you're representing. Note: This should always match the name on your subscription agreement we have on file.
Your Address	If we have a subscription agreement on file, this isn't required.
Type of Order	Please select the type of document you're wanting us to record. If you're releasing a pre- vious lien, please give us either our LRC Order Number or the county recording number.
Your Invoice Number	Not required. It's a good idea to fill this in if you want something internally tying your job to your invoice.
Property Address	Address of the property that your dues are owed on.
Tax Parcel Number	lf available to you, not required.
Due Date	Date the dues were due.
Dollar Amount Due	Amount owed that you're wanting to lien.
Added Lien Fees	Refer to our price list or call our office if you're unsure what amount you'll want to add to the lien.
Owner Name	Owner of the property the dues are owed on.
Owner Address	lf available.
SIGNATURE	THIS IS ABSOLUTELY REQUIRED FOR ALL PRIVATE WORKS LIENS AND PUBLIC WORKS CLAIMS. WE WILL NOT PROCESS YOUR ORDER WITHOUT. IT CAN BE SIGNED BY ANYONE REPRESENTING YOUR COMPANY.



## **Order Processing Policies**

In our endeavor to maximize our efficiency and accuracy while processing your orders, we have found it beneficial to offer guidelines, suggestions and a policy or two for the expedition of your work. The "building boom" in many areas has caused some difficulty due to the added pressure placed on county and city governments. Often times' government agencies can be weeks, even months behind in updating sales, addressing, etc.

Please review the following policies:

1. To allow time to complete your rush liens accurately and professionally, OUR CUT-OFF TIME FOR SAME DAY LIENS IN THE PUGET SOUND AREA IS NOW 10:00 AM. This time will ensure that we can provide you with the best service possible. You may submit a same day rush after our cut off time however, we cannot guarantee we will be able to get it recorded.

2. We will do everything in our power to process your work within the time required by law. If, however, you send us an order that needs to be malled or filed, etc. within one or two business days, or 7 business days for out of state orders it will be considered a RUSH. We will only process an order as a RUSH, AT YOUR REQUEST. If you wish the job to be RUSHED, please make sure to make it clear at the time the order is placed, that you would like the job processed on a RUSH basis. If you are ever unsure of a specific time frame, please contact our office.

3. Please do not send in an order unless you want it completed. For your protection, as well as ours, we will not "hold" an order.

4. If we may find an address that does not exist as given to us, we will contact you and advise you of that fact. We will hold that order for a maximum of three working days to enable you to find a correct address or other information that may help us in locating ownership, etc. If you do not contact us within 3 days with valid information, we will cancel the order and you will be billed for a legal. We must bill for a legal since more time actually goes into verifying a non-existent address, than the time spent on a correct address.

5. Laws and time guidelines vary from state to state. We need as much information as you have available to you. Include the owner's information if available. We can never have too much information or too much time.

6. We need the proper directional and street types on addresses, i.e., north, south, east, west, street, avenue, place, court, etc. Since there are many streets with the same names, the directional can be critical in finding the exact property owner.

7. Our fax is available to receive your orders 24 hours a day, as well as our web site and email. We will email your order numbers back to you. If you do not hear from us within 24 business hours with your numbers, you need to contact us to make certain your request was received. When you receive your order numbers, please, verify that the information we refer to is correct. If it is not, let us know immediately. Faxed & handwritten documents are often difficult to read. Please make sure all handwritten information is clear.