

Signed On : <http://cnslien.com/>

## Service Agreement - Christopher Nico

Construction Notice Services, Inc., A California Corporation (hereinafter "CNS") will provide clerical and information - gathering services for the preparation and service of preliminary notices and related claim notices on the following terms and conditions:

1. CNS will prepare and serve preliminary notice/claim notices upon a written, telephonic, fax or electronic request from the customer or an authorized agent. The Customer agrees to provide the following information to CNS: (A) the Customer's name, address, and telephone number, (B) the jobsite address; (C) materials or labor furnished; (D) an estimated cost of the job; (E) the date the job was started or planned starting date; (F) the original contractor on the project/jobsite.
2. The customer will provide the information in the request with a minimum of (5) day lead - time for preparation and service by CNS, except for same - day express service offered by CNS.
3. CNS will gather relevant information from one or more of the following public records and private sources: (A) building permits on file in the city or county of the jobsite; (B) ownership files from county tax assessment records; (C) direct communication with the reputed general contractor and/or, (D) direct communication with the reputed owner of the real property; and/or (E) direct communication with the reputed lender.
4. The services of CNS are designed to provide accurate and timely preparation and service of preliminary notices and related claim notices. While every reasonable effort will be made to gather reliable information, all information is gathered from outside public records and private sources without independent verification. Accordingly, no representation is made as to its ultimate accuracy.
5. THE LEGAL SERVICES OF CNS ARE PROVIDED WITH THE UNDERSTANDING THAT IT IS NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. FOR SUCH ASSISTANCE, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.
6. The Customer agrees to hold CNS, its officers, agents and employees harmless for all claims resulting from any loss, damage or injury, of any and every nature, whatsoever, including special or consequential damages, including attorney's fees, by, resulting from, or in any way connected with the preparation, service and/or recording of preliminary notices, related claim notices, or other services rendered.
7. The Customer irrevocably appoints CNS attorney - in - fact to execute preliminary notices or related claim notices and to complete the requisite declarations of service. CNS will provide a completed copy of each preliminary notice and/or related claim notice to Customer.
8. The Customer agrees to pay for the above referenced services a sum to be calculated from invoices and billings generated on a monthly basis. Payment of the account is due upon receipt. The customer agrees to pay a service charge of 1 ½ % per month on balances outstanding after 30 days (minimum \$5). In the event of default in payment, the Customer agrees to pay reasonable attorney's fees and costs if any part of this account is placed in the hands of an attorney for collection, whether or not court action is taken or a judgment is rendered. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The venue for arbitration shall be San Diego, California.

**Today's Date:** December 14, 2016

Christopher Nico

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**Authorized agent for:**

Company Name: Merz Construction, Inc.

Billing Address: 646, Grand Avenue

City, State & Zip Code: Spring Valley

Phone Number: 6198259105

Email Address: cnico@merz.construction

Fax Number: 6198259106

X 

Signed By Christopher Nico

Signed On: December 14, 2016

# Signature Certificate

Document name: Service Agreement - Christopher Nico

Unique Document ID: C478032508CFB65F44E0C7617781CFE7C9AE2A7B

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Christopher Nico

Party ID: 8b25ce44-7a7c-4d73-9e8d-210ec6ac8f9b

IP Address: 72.214.57.190

Digital Signature:

Multi-Factor

Digital Fingerprint Checksum

3ee89795ab0db05d37948dd140974  
a3f



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## Audit

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Document signed by Christopher Nico - cnico@merz.construction IP 72.214.57.190

The document has been signed by all parties and is now closed.



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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