

Construction Forms Filing Service Agreement

Credit Management Association, Construction Forms Filing department will provide clerical and informational verify services for the preparation and service of preliminary notices and related claim notices, on the following terms and conditions:

1. CMA will prepare and serve preliminary notices/claim notices upon a written "request form" from the customer or an authorized agent.
2. The customer agrees to provide CMA the information set forth in the "request form" with a 72 hour lead time for preparation and service by CMA of the preliminary notice or claim notice.
3. CMA will attempt to verify relevant information you provide from one or more of the following public records and private sources: (a) County Assessors Records; (b) direct communications with the reputed general contractor or customer; (c) direct communications with the reputed owner of the real property.
4. The service of Construction Forms Filing is designed to provide accurate and timely preparation and service of preliminary notices and related claims. While every reasonable effort will be made to verify reliable information, all information is verified from outside public records and private sources without independent verification. Accordingly, no representation is made as to its ultimate accuracy. CMA shall have no liability to customer, customers' agents, or assignees as a result of any inaccurate or incomplete information obtained by CMA.
5. CMA provides this service 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. CMA makes no warranty expressed or implied in respect to the services being rendered under the agreement except as may be otherwise set forth herein. All risk of loss as result of any action or failure to act by CMA shall be borne solely by the customer. Customer agrees not to assert any claim for any cause whatsoever against CMA or its agents or employees including but not limited to special or consequential damages. CMA shall not be liable directly or indirectly for any loss, claim, demand, liability, cost, damage or expense of any kind incurred by customer or its heirs, assignors, or transferees regardless of the cause of the said loss.
7. Customer shall indemnify and hold harmless CMA, its officers, agents, employees and assignors from and against any and all claim demands, liabilities, losses, damages of whatsoever kind, nature of form, and against any and all fees, costs, and expenses relating thereto, or in any way arising out of the services rendered or not rendered by CMA.
8. The customer irrevocably appoints CMA as attorney-in-fact to execute preliminary notices or related claim notices and to complete the requisite declarations of service. CMA will provide a completed copy of each preliminary notice and/or related claim notice to the customer.
9. The customer agrees to pay for the above referenced services on a monthly basis. Payment of the account is due upon receipt. If any legal proceeding is brought to enforce this agreement, or any provision hereof, or because of a default in any representation, warranty, covenant, or other provision hereof, the successful or prevailing party shall be paid all costs including attorneys fees through all proceedings, trials or appeals.
10. This contract shall consist of the entire agreement of the parties. Any representation, prior oral or written terms shall be superseded by this agreement and have no force or effect.
11. No modification of this agreement or waiver of any terms shall be binding unless in writing signed by the authorized agents of both parties.
12. Either party may terminate this agreement upon receipt of a 24 hour written notice to the other party. Notice by mail shall be deemed received three (3) days after mailing. Notice shall be given to either party at its respective address and set forth in this agreement.
13. Any action to enforce this agreement for damages resulting from the services rendered under this agreement that may only be brought in the courts of Clark County, Nevada. The customer consents to the jurisdiction of the courts of the State of Nevada. This agreement shall be construed and enforced pursuant to the laws of the State Nevada.

DATE: _____

DATE: _____ NACM# _____

BY: _____

CMA authorized agent

BY: _____

Customer authorized agent



NACM Oregon

HELPING BUSINESSES SUCCEED SINCE 1986

Credit Management Association

3110 W. Cheyenne Avenue, Suite 100

North Las Vegas, NV 89032

Phone: 702-259-2622

Fax: 702-259-9908

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____