

SERVICE AGREEMENT

("CUSTOMER") and ADVANTAGE LIEN PROTECTION, LLC ("ALP") enter into this Service Agreement ("Agreement") and ALP provides services based upon good and valuable consideration, including the mutual covenants below and the parties mutually agree as follows:

1. Services and Obligations.

A. ALP Obligations and Services Provided. ALP, when hired and properly directed by Customer, in compliance with applicable acts, laws, rules, regulations, statutes and other governing provisions, as may be amended from time to time ("applicable laws"), shall provide Customer with lien-related services including to prepare and/or serve the appropriate documents, such as: claims, declarations, documents, letters, liens, notices, receipts, satisfactions, statements, waivers, amendments or any similar or related documents ("appropriate documents"), via acceptable delivery methods and within the requirements of applicable laws. ALP reserves the right to decline any projects or any services requested, whether or not on its Service Order Form, at any time at its sole discretion.

B. Customer Obligations. Customer shall and hereby agrees to pay ALP as described below and is obligated to accurately and timely provide any and all information deemed necessary by ALP, including, at minimum without limitation, the following information at the time of Customer's Service Order: (1) The Customer's current name, address, registered agent, and telephone number(s); (2) The exact street address of the property to which the labor and/or materials will be or were furnished or provided by Customer; (3) the names, addresses and registered agents of all known or suspected owner(s), companies, contract purchaser(s), or any entity that may have an interest in the property; (4) a description of any labor and/or materials Customer furnished to the property; (5) the actual amount owed to Customer; (6) contract inception date, and the first and last day upon which Customer provided labor and/or materials to the property; (7) any other such information ALP reasonably requires from Customer in order to effectuate this Agreement or carry-out an order from Customer. Customer understands and acknowledges that service, when required, may not be complete unless and until received by Addressee and that service by U.S. mail may require up to fifteen (15) or more business days to accomplish. **Accordingly, Customer hereby waives any and all claims as a result of Customer's failure to timely request services(s), as received by ALP.** Customer further agrees to supplement and provide additional information to ALP as soon as it becomes available, including without limitation any correspondence, communications, complaints, demands or requests for back-charges, notices, pleadings or other legal documents to or from Owner or Responsible Party and any interim payments received by Customer.

2. Limited Power of Attorney. Customer hereby grants and extends to ALP an immediate limited power of attorney, agency and authority for the limited purpose of preparing, executing and serving appropriate documents, as described above, as necessary to carry-out the terms of this Agreement.

3. Service Order Form. Customer shall use the Service Order Form or other means, as provided by ALP, when placing orders and/or requesting or updating services by and from ALP.

4. Billing and Payment of Invoices. Customer agrees to pay for all requested services and costs which ALP renders, performs or incurs on Customer's behalf, as invoiced periodically by ALP, at rates consistent with the ALP Fee Schedule effective at time of Service Order placement. ALP reserves the right to change, modify or adjust the Fee Schedule, as needed at any time at ALP's sole discretion, and agrees to notify Customer prior to any such change. Payment from Customer is due upon receipt of invoice. **Customer shall pay a service charge to ALP equal to 1.5% per month (minimum service charge \$5.00) on any balance outstanding after thirty (30) days from date of invoice.**

5. Rights and Remedies upon Default. ALP reserves all rights available to it under applicable law. If Customer fails to pay outstanding balances when due, and ALP elects to pursue collection, Customers agrees to pay ALP attorney fees, costs and disbursements, whether or not court action is taken or a judgment rendered. At the sole discretion of ALP, any controversy, dispute or claim arising out of or relating to this Agreement, or the breach thereof, may be resolved or settled by binding arbitration in accordance with the prevailing rules of the American Arbitration Association ("AAA") and any arbitration award may be entered as a judgment in any court having proper jurisdiction. The venue for arbitration or court matters shall be Milwaukee County, State of Wisconsin.

6. Pre-Paid Packages. ALP may offer pre-paid service packages to Customer. **Advance payments made are deemed earned upon receipt and are non-refundable.** Any such pre-paid packages will be honored, administered and billed according to their specific terms, separate from this Agreement.

7. No Representations or Warranties. ALP services are designed to provide accurate and timely preparation and service of Pre-lien notices and/or related Construction Lien statements. While information obtained to complete Customer's requested service is deemed reliable, Customer understands and acknowledges that some information is gathered from public records, the accuracy of which ALP cannot independently confirm. Accordingly, Customer acknowledges that ALP makes no representations, or warranties as to the ultimate accuracy of any information contained in the Pre-lien notices or related Construction Lien statements.

8. Hold Harmless and Indemnification. Customer agrees to hold harmless and indemnify ALP, its respective officers, owners, agents, employees, successors or assignees from any and all claims, losses, damages, or injuries, including special or consequential damages, and attorney fees caused by, resulting from, arising out of or related to acts or information provided under this Agreement, except to the extent of bad faith, intentional misrepresentation or willful misconduct by ALP.

9. Liquidated Damages. In any event, ALP's liability to Customer in connection with any service ALP provides to Customer shall be limited to the cost of such service rendered in connection with that particular service order or project.

10. No Legal, Accounting or Other Professional Advice. Customer understands that ALP is not rendering legal, accounting or other professional advice and acknowledges that services provided by ALP are administrative and/or ministerial and/or secretarial in nature only.

11. Attorney Services. Customer agrees that ALP is hereby authorized to hire or provide access to a properly-licensed attorney on Customer's behalf, when deemed appropriate or necessary by ALP for purposes of reviewing any legal matters for Customer or executing and filing of any legal documents, including but not limited to Construction Liens. Such hiring of, or providing access to, an attorney for Customer shall create a direct attorney-client relationship between Customer and the Attorney, and not an attorney-client relationship between ALP and the attorney. There will be no additional charge to Customer from ALP for hiring the Attorney, unless specifically agreed to in writing, in which case Customer shall be billed directly by the attorney and pay such Attorney directly.

12. Termination or Cancellation. Either Customer or ALP may terminate or cancel this Agreements upon ten (10) days prior written notice by certified U.S. Mail, return receipt requested, addressed to the other. **Any advance fees and enrollment fees paid are earned upon receipt and are non-refundable.**

13. Governing Law. This Agreement and the legal relations between the parties will in all respects be governed by and construed solely in accordance with Wisconsin law.

14. Binding Effect. The Parties agree to full performance of the covenants expressed in this Agreement and be bound to the full extent of the law. Further, this Agreement and all of its covenants shall apply to the parties, as well as to their agents, employees, assigns, successors, receivers, executors, administrators, who agree to the full performance of the covenants of this Agreement.

15. Entire Agreement and Severability. This document, along with any Addenda as indicated above, constitutes the entire Agreement between the parties. No other covenants have been made. Any amendments or modifications must be made in writing and executed by both parties. If any provision of this Agreement shall be found to be invalid or unenforceable, it shall not preclude the enforcement of the other remaining provisions in this Agreement.

Advantage Lien Protection LLC

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