

Case Receivable Management Inc – Builders’ Lien Registration

Your company information

Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Owner of property where work was done

Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Legal description of land where work was done

Lot: _____ Block: _____ Plan: _____

Description of work or materials supplied

Name of person or corporation which work/materials were provided for

Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

If following statement is applicable, check this box:

This lien is in respect to an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.

Check **one** box only:

The work was completed or the materials last supplied on (date) ____ of _____, 20__

OR

The work is **not** yet completed or all the materials have **not** yet been furnished.

The sum claimed as due or to become due is \$ _____

The address for service of the Lienholder is:

Case Receivable Management Inc.

Suite 280

2181 Premier Way

Sherwood Park, AB. T8A 3X3

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **Case Receivable Management 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 **Case Receivable Management Inc.** and their directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns and **TO RELEASE Case Receivable Management Inc.** from any and all liability for any loss, damage, expense that I may suffer.
- 2. **TO HOLD HARMLESS AND INDEMNIFY Case Receivable Management Inc.** 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 **Case Receivable Management Inc.** to file a Builders Lien on our behalf solely based upon the information I provide to **Case Receivable Management 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 **Case Receivable Management Inc.** within the correct time period, pursuant to section 22(2) of the Interpretation Act, R.S.A. 2000, c.B-7.
- 7. I/We recognize that it is our responsibility to begin legal action before the time period of 180 days in Alberta from the initial filing date to protect the Builders Lien if not paid.
- 8. I/We are familiar with the Alberta Builders' Lien Act, R.S.A. 2000, c. B-7 and the terms and conditions therein.
- 9. I/We guarantee that names and amounts of the builders liens requested are correct.
- 10. I/We recognize that in the event of Application to Prove Lien by the property owner that I/We must retain separate legal counsel in defense of the same.

We agree to pay Case Receivable Management Inc. \$275.00 + GST upon receipt of invoice for CRMI Builders' Lien Registration Service.
 Once the lien is processed you will receive a certified copy of title evidencing your lien.

In entering into this Agreement I/We are not relying on any oral or written representations or statements made by **Case Receivable Management 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 CASE RECEIVABLE MANAGEMENT INC.

Signed this _____ day of _____, 20 _____

Client Legal Name: _____

Authorized signature of client: _____

Print name and title: _____

Your company address: _____

City: _____ Prov: _____ Postal Code: _____

Phone: _____ Fax: _____ Cell: _____ Email: _____