



MECHANIC'S LIEN QUESTIONNAIRE

Client Name: _____ Email: _____
Contact Person: _____ Phone: _____
Street Address: _____ City, State, ZIP: _____

JOB INFORMATION:

Job name: _____ Assessor's Parcel Number: _____

Job address: _____ Property owner(s): _____

Name of person/company who contracted with you for this job: _____ Owner's address: _____

_____ Date you completed job: _____

Address: _____ Total amount due: \$ _____

_____ Date amount became due: _____

Description of work performed and/or materials provided: _____

LIEN RECORDATION (select one of the following):

- I will record the lien myself (Included in contract price of \$70. You submit to county recorder by mail or in person.)
- I want you to record the lien for me (Additional fees apply. San Diego County: \$75; elsewhere in California: from \$125. Refer to payment instructions on the last page.)

OPTIONAL:

- I want you to run a title report through Fidelity Information Services (siteXdata.com) to obtain the County Assessor's identification number and/or owner's name and address for this property. (Additional fees apply: \$10 per property address.)

Please read and sign below:

Client acknowledges that Construction Commando will prepare the requested documents according to the information provided in this Questionnaire. Client agrees that Construction Commando assumes no liability for damages resulting from inaccurate or incomplete information used in the preparation of the documents requested herein. Client further agrees not to hold R.S. Ervine, Inc. DBA Construction Commando, or any of its officers or employees, liable for any damages arising out of the services supplied under this agreement, including but not limited to the inability to enforce any lien or other legal remedy for any reason.

Client Signature Date

Print Name Title

Please return this completed form to: Construction Commando • 7290 Navajo Rd., Suite 113 • San Diego, CA 92119
Ph. (619) 564-4869 • Fax (619) 303-2912 • suzanne@constructioncommando.com

LEGAL DOCUMENT ASSISTANT CONTRACT FOR SELF-HELP SERVICES

(Cal. Bus. & Prof. Code § 6410 and 16 CCR § 3950)

This is a contract between me, R.S. Ervine, Inc., DBA Construction Commando, and you, _____, for the self-help services described in Part I below. I am the "legal document assistant" and you are the "client."

IMPORTANT NOTICES

1. You should read and understand this entire contract before you sign it. You should understand the kinds of services that I can and cannot perform for you (see Part I below).
2. **I am not an attorney. I cannot perform the legal services that an attorney performs. I cannot engage in the practice of law.**
3. **The county clerk has not evaluated or approved my knowledge or experience, or the quality of my work.**
4. I cannot keep your original documents if you request that I return them to you. I cannot keep your original documents if you and I do not sign this contract or if this contract terminates (ends) for any reason. I cannot keep your original documents after all of the contract services have been provided (see Part I below). It is a violation of California law if I keep your original documents under any of these circumstances.
5. It is a violation of California law if I make any false or misleading statement to you.
6. I cannot obtain special favors from, and I do not have any special influence with, any court or any state or federal agency.
7. As required by law, I have filed a bond or made a cash deposit and have registered as a legal document assistant in each county where I will perform services on your behalf.

I. SELF-HELP SERVICES

Kinds of services that I can perform for you: I can perform the following self-help services for you in connection with a legal matter in which you are representing yourself: I can type or otherwise complete, as you specifically direct, legal documents that you have selected. I can provide you general published factual legal information that has been written or approved by an attorney, to help you represent yourself. I can provide you published legal documents. I can file and serve legal forms and documents as you specifically direct.

These are the only kinds of services that I can perform for you. I cannot provide you any service if you need additional services. If you need additional services, then you require the services of an attorney.

Kinds of services that I cannot perform for you: I cannot provide you any self-help service unless you are representing yourself in a legal matter and the self-help service relates to that legal matter.

I cannot engage in the practice of law. This means that I cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. I cannot give you any advice, explanation, opinion or recommendation regarding selection of forms.

I will provide you all the following services:

Preparation of Mechanic's Lien, to be transmitted to you electronically in PDF format for your signature. If requested, I will have the executed document recorded with the appropriate County Recorder's office, for an additional fee as noted on the Questionnaire.

You are paying me only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

II. FEES AND EXPENSES

You agree to pay me the following fees, costs and expenses:

A flat fee in the total amount of \$70.00, plus optional charges for title search or filing/recording (if requested), for all services, costs and expenses, to be paid as follows:

Payment in full is due upon signing of this contract, and in accordance with the services requested by Client on the Questionnaire: Document preparation fee of \$70.00, plus the following fees for optional additional services requested by Client: Title Search/Assessor's Parcel Number (APN) research – \$10.00; Record document in San Diego County (includes filing fees) – \$75.00; Record document in county other than San Diego – From \$125.00 (charge is based on service provider's fee, which varies, and any additional charge incurred will be billed to Client on a supplemental itemized invoice).

III. CANCELLATION

You may cancel this contract for any reason within 24 hours after we both have signed it.

If you cancel the contract, I must immediately refund any fees which you have paid me. The only fees that I may keep are fees for services which I have actually, necessarily and reasonably performed on your behalf during the 24-hour period. I cannot keep any fees for services performed during the 24-hour period unless you knew that I would perform those services and you agreed in this contract that I would perform them.

To cancel this contract, send me a written notice stating that you are canceling the contract. Mail the notice by first-class mail with the correct postage, and send it to me at my address (see Part V below). Cancellation takes effect on the date of the postmark on the notice. You can also cancel this contract by delivering a written notice of cancellation to my address within the 24-hour period. In due respect for my time, please also call me at (619) 564-4869 to notify me of your cancellation.

You may also cancel this contract at any time if I:

- Fail to give you a copy of this contract before providing any services to you, or
- Fail to specify in the contract the services which I will perform and the costs of those services, or
- Fail to give you a copy of the contract in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract.

If you cancel this contract for any of these reasons, I must immediately refund in full any fees which you have paid me. You may also cancel this contract at any time if you have legal cause.

IV. ATTORNEY'S FEES AND COSTS

In the event of suit for damages arising from this contract or to enforce any of its provisions, the court may award the prevailing party his or her reasonable attorney's fees and costs.

V. DESCRIPTION OF THE PARTIES

Legal Document Assistant

Full name: Suzanne Ervine, Vice President

Business name: R.S. Ervine, Inc. DBA Construction Commando

Street address of business: 7290 Navajo Rd., Suite 113

City, state, zip: San Diego, CA 92119

Telephone number: (619) 564-4869

Fax number: (619) 303-2912

Registration number in county where services will be provided: LDA #44

Date of expiration: 8/7/10

County: San Diego

I have filed a bond or made a cash deposit in the following counties: San Diego



Client

Name of client: _____	Title or brief description of the legal matter in which the client is representing himself or herself: _____ _____ _____ _____ _____ _____
Business name: _____	
Street address: _____	
City, State, ZIP: _____	
Telephone number: _____	
Fax number: _____	
Email address: _____	

VI. SIGNATURES

Executed at San Diego, California.

_____ Suzanne Ervine, for R.S. Ervine, Inc. DBA Construction Commando	_____ Date
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Notices to Client

You may obtain information from the local bar association or a legal aid or legal services office regarding free or low-cost representation by a lawyer.

You may contact the local police, sheriff, district attorney or legal aid or legal services office if you believe that you are the victim of fraud, unauthorized practice of law or other injury.

_____ Client	_____ Date
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_____ Client	_____ Date
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(THIS CONTRACT IS NOT VALID OR BINDING UNTIL THE LEGAL DOCUMENT ASSISTANT HAS GIVEN ALL CLIENT PARTIES A FULLY EXECUTED COPY OF IT, INCLUDING AN ACCURATE TRANSLATION OF IT IN ANY LANGUAGE OTHER THAN ENGLISH THAT THE CLIENT UNDERSTANDS AND THAT WAS PRINCIPALLY USED IN ANY ORAL SALES PRESENTATION OR NEGOTIATION LEADING TO EXECUTION OF THE CONTRACT.)



ADDENDUM TO CONTRACT FOR SELF-HELP SERVICES

By initials below, the undersigned Client(s) acknowledge(s) that:

_____ Construction Commando will prepare the requested documents according to the information provided by, and at the specific direction of, Client. Client agrees that Construction Commando and its officers and employees assume no liability for damages resulting from inaccurate or incomplete information used in the preparation of the documents requested herein. Construction Commando is not a law firm, and its officers and employees are not attorneys, cannot select forms, and do not give legal advice or recommendations.

_____ Construction Commando shall not be held responsible for delays caused by the U.S. Postal Service or any other mail carrier or delivery service, including fax or email. Construction Commando is not and shall not be held responsible for delays caused by the courts or government agencies, or for "lost" documents once they leave the exclusive control of Construction Commando.

_____ Client is responsible for following up with the appropriate court or government agency in case of any delays or questions related to status of the documents.

_____ At its discretion, Construction Commando may impose an additional "rush" charge for any services that client requests be completed within a 24-hour period. Client will be notified of any such fee and given the opportunity to approve or decline the "rush" service and additional fee. At its discretion, Construction Commando may charge an additional "case management" fee for large projects with pending deadlines, or situations in which client places burdensome demands on Construction Commando for calendaring, document management, and similar administrative support services. Client will be notified of any such fee and given the opportunity to accept or decline case management assistance and the additional fee.

_____ Construction Commando has the absolute right to return fees paid by client and to refuse to provide services should the client's needs exceed the services authorized pursuant to *California Business & Professions Code § 6400 et. seq.*

_____ Should Client decide to change the scope of self-help legal services provided under this Contract after work has begun, all work performed prior to the change in scope will be billed at \$85 per hour, and a Contract Amendment shall be signed by both parties, acknowledging the revised scope of work.

_____ Client is responsible for contents of all documents prepared by Construction Commando upon client's review and execution of documents.

_____ Construction Commando will send Client an itemized invoice or receipt for all work performed in accordance with this Contract. Payment is due within 15 days. Balances not paid within 30 days are subject to a 1.5% per month finance charge.

Client Signature Date

Client Signature Date

PAYMENT INSTRUCTIONS

Please return the signed contract, along with your payment. Be sure to keep a copy for your records. We accept the following forms of payment:

- **Check:** To pay by check, mail your completed Contract, along with your check, to 7290 Navajo Rd., Suite 113, San Diego, CA 92119.
- **Visa/MasterCard:** To pay by credit card, complete the Credit Card Payment Form, below, and return it along with your completed Contract by fax to (619) 303-2912 or via email to suzanne@constructioncommando.com.
- **PayPal:** To pay via a [PayPal](#) account, please send payment to Paypal account suzanne@constructioncommando.com, and return your Contract and Questionnaire via email to suzanne@constructioncommando.com or by fax to (619) 303-2912.

CALCULATE YOUR FEE:

Your total fee is determined based on whether you have selected any of the optional additional services on the Questionnaire, as follows:

Mechanic's Lien Document Preparation	\$70.00	\$70.00
Title Search/APN Lookup (optional)	\$10.00	\$ _____
Record Document-San Diego County (optional)	\$75.00	\$ _____
Record Document-other California county (optional)*	\$125.00	\$ _____
TOTAL DUE AND PAYABLE WITH THIS CONTRACT:		\$ _____

**Amount may vary, based on amount charged by courier service. The base fee is \$125.00; if courier fee exceeds this amount, Client will receive a supplemental invoice for the difference.*

PAYMENT BY CREDIT CARD

Customer Name: _____

Credit Card Number: _____ Exp. Date: _____

Security Code: _____ Amount Charged: \$ _____

Name on Card: _____

Phone: _____

Billing Address: _____

 Signature Date

Print Name: _____

Note: This charge will appear on your credit card statement in the name of R.S. Ervine, Inc.