



S.B.S. LIEN SERVICES
SIMPLY BETTER SERVICE

**AGREEMENT AND AUTHORIZATION TO
COMMENCE NON-JUDICIAL FORECLOSURE PROCEEDINGS**

_____ (the "Association") hereby appoints S.B.S. LIEN SERVICES (S.B.S.), as the Association's agent for the purpose of collecting delinquent assessments from Association Homeowners. S.B.S. is given full power and authority to act on behalf of and in the name of the Association and do all things in which S.B.S. deems appropriate to effect the collection of the delinquency. This process may include, but is not limited to, sending demand letters, recording of a Delinquent Assessment Lien and if necessary acting as trustee and proceeding with a non-judicial foreclosure. S.B.S. is hereby granted the authority to speak directly to the delinquent homeowner(s) on behalf of the Association. Association and its agents understand and agree that the Association is ultimately liable for the payment of S.B.S.'s fees and costs if not paid by the homeowner or recovered through a payment plan or a foreclosure sale of the property. Any and all fees and costs incurred by S.B.S. are the responsibility of the Association should the collection action result in the following: a completed foreclosure on behalf of the Association; a Senior Lien holder extinguishes the Association's Lien via a Trustee's Sale; other judicial or non-judicial action; or if the Association decides to file a court action to collect its costs after S.B.S. has performed the services described in this Agreement.

S.B.S. is being retained on an as-needed basis and S.B.S. makes no representations or warranties regarding the successful result of its collection efforts. S.B.S. has the option of declining to service the delinquency of any file presented by the Association. S.B.S. may, in its own discretion, terminate the servicing of any Association file at any time.

The Association represents to S.B.S. (and S.B.S. is relying on such representation) that in referring any matter to S.B.S. for collection of delinquent dues and assessments, the Association, in its assessment and delinquency determination, has complied with all applicable Federal and State rules and regulations including, but not limited to applicable provisions of Nevada Law, Covenants Conditions and Restrictions (CC&R's), other Association governing documents and the Federal and State Fair Debt Collection Practices Act, if applicable. The Association represents that the Association's Board voted and approved the collection fees and costs charged by S.B.S. as described in S.B.S.'s fee schedule. The Association represents to S.B.S. that the Association has provided the Owners in the Association with the Association's annual collection policy as provided under applicable State and Federal law, and the Association's governing documents.

If S.B.S., its agents, officers or employees are named party to a lawsuit or other legal proceeding involving the Association and/or a homeowner, the Association agrees to indemnify and hold harmless S.B.S., its agents, officers or employees from any and all claims, losses, judgments, fees, charges and costs, including attorney's

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fees, incurred by S.B.S., its agents, officers or employees with respect to such lawsuit or legal proceeding (including defending a lawsuit). In addition to the indemnification described herein, if S.B.S., its agents, officers or employees, are named as a party to any lawsuit, the Association, at its own expense, will retain the services of legal counsel, satisfactory to S.B.S., to represent S.B.S. in such proceeding. The fees and costs for such legal representation will be paid directly by the Association to legal counsel, or as otherwise agreed upon by the Association and S.B.S. This obligation of indemnification shall survive the termination of this Consent and Acknowledgment without time limitation. If any action is commenced seeking reimbursement by S.B.S. of its legal fees and costs, either in an action brought by an owner or a separate legal action brought by S.B.S. for that purpose, to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred, including fees and costs incurred by the prevailing party in any mediation or arbitration agreed to in the future by the parties to this Agreement. The person signing below is a current member of the Board of Directors or lawful agent of the Association with full power and authority to bind the Association to the terms hereof.

Print Name

Title

Authorized Signature

Date

S.B.S. Lien Services

Authorized Signature

Date

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