



S.B.S. LIEN SERVICES
SIMPLY BETTER SERVICE

**Agreement and Authorization to
Commence Non-Judicial Foreclosure Proceedings
Declaration of Default & Demand For Sale**

Date: _____

Homeowner's Association Name: _____

Delinquent Homeowner(s) name(s): _____

Delinquent Homeowner(s) complete **property** address: _____

Delinquent Homeowner(s) complete **mailing** address: _____

Contact person:	<input type="checkbox"/> Mgmt. Company	<input type="checkbox"/> Board Member
Name		Company
Address		
Phone	Fax	e-mail

Accounting of Delinquency Calculation:

Complete the following OR include accounting breakdown

REGULAR ASSESSMENT

Months delinquent on Regular Assessment: _____ through _____

Regular Monthly Assessment: Per month: \$ _____

Monthly Late Fee: Per month: \$ _____

Interest: 12% annually unless otherwise specified. OTHER: _____

SPECIAL ASSESSMENT

Months delinquent on Special Assessment: _____ through _____

Special Monthly Assessments: Per Month: \$ _____

Description of Special Assessment: _____

ADDITIONAL COSTS & FEES

Management Company Collection Cost: (Separate check ___yes___no) TOTAL: \$ _____

Fines: (will be demanded but cannot be included in the lien) TOTAL: \$ _____

Description of Fine: _____

**Authorization to Commence Non-Judicial Foreclosure Proceedings
Declaration of Default & Demand For Sale
Consent and Authorization**

_____ (the "Association") hereby appoints SBS LIEN SERVICES (SBS), as the Association's agent for the purpose of collecting delinquent assessments from Association Homeowners. SBS is given full power and authority to act on behalf of and in the name of the Association and do all things in which SBS 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 proceeding with a non-judicial foreclosure. SBS is hereby granted the authority to speak directly to the delinquent homeowner(s) on behalf of the Association. The Association agrees that it will not accept any payments directly from the delinquent homeowner(s) and direct that all payments are to be made to SBS. Should the Association or its agent (except for SBS) accept direct payment, SBS may, at its option and sole discretion, take such action as SBS deems prudent including, but not limited to, refusal to serve the delinquency of the homeowner whose payment was accepted by the Association or canceling the file with fees and costs the responsibility of the Association. Any and all fees and costs incurred by SBS Lien Services will be the responsibility of the Association should the collection action result in a completed foreclosure on behalf of the Association or a Senior Lien holder extinguishes the Association's Lien via a Trustee's Sale or other judicial or non-judicial action.

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

The Association represents to SBS (and SBS is relying on such representation) that in referring any matter to SBS 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 the California 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 also permits SBS to charge collection fees and costs as provided under applicable State and Federal law, and the Association's governing documents.

If SBS, 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 SBS, its agents, officers or employees from any and all claims, losses, judgments, fees, charges and costs, including attorney's fees, incurred by SBS, 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 SBS, 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 SBS, to represent SBS 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 SBS. This obligation of indemnification shall survive the termination of this Consent and Acknowledgment without time limitation.

The person signing below is a member of the Board of Directors or lawful agent of the Association with full power to bind the Association to the terms hereof.

Print Name

Title

Date

Authorized Signature