

CONTRACTOR'S WAIVER OF LIENS

(49 P.S. §1402)

THIS INSTRUMENT, is executed as of this ____th day of _____,
20____, by _____, a _____
corporation, with offices at _____
_____ (the "Contractor"), in
favor of _____ ("Owner").

WITNESSETH:

A. The Contractor is or may be a contractor within the meaning of the
Mechanic's Lien Law of 1963, as amended (the "Act").

B. Owner owns an interest in those certain premises known as _____
_____, _____, Pennsylvania (the "Property"), as
more particularly described on Exhibit A attached hereto.

C. Owner and the Contractor have entered into or intend to enter into a certain
construction contract (the "Contract") in connection with the erection, construction and
completion of [a residential building] _____ (the
"Improvements") on the Property.

D. The Contractor has, by this instrument and the premises contained herein,
covenanted, promised and agreed that no mechanics' or materialman's liens shall be
filed or maintained against the Improvements or the estate or title of Owner in the
Property or any part thereof, or the appurtenances thereto or improvements thereon,
[either by itself or] by anyone else acting or claiming through or under it for or on
account of any work, labor or materials supplied in the performance of the work under
the Contract, or under any supplemental contract or for extra work, or in the erection,
construction or completion of the Improvements on the Property or any appurtenance
thereto.

[E. The Contractor has posted a bond guaranteeing payment for labor and
materials provided by subcontractors.]

NOW, THEREFORE, in consideration of the Contract and the covenants of Owner
therein contained, and the sum of Ten Dollars (\$10.00) paid in hand to the Contractor,
the receipt and sufficiency of which are hereby acknowledged, with authority to do so,
and intending to be legally bound hereby:

The Contractor, for [itself and] anyone else acting or claiming through or under it,
does hereby waive and relinquish all right to file a mechanics' or materialman's lien, or
notice of intention to file any lien, and does hereby covenant, promise and agree that no
mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against

the Improvements, or the estate or title of Owner in the Property or the improvements thereon or the appurtenances thereto, or any part thereof, by or in the name of the Contractor, or any subcontractor, materialman, laborer or consultant through or under the Contractor for work done or materials furnished in connection with the Improvements or under the Contract or by any other party acting through or under them or any of them for and about the Improvements, the Property, or any part thereof.

This Waiver of Liens waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental or additional contract for extra work in the design, execution, construction and completion of the Improvements to the same extent as any work and labor done and materials furnished in connection with the Improvements or under the Contract.

In order to give Owner full power and authority to protect itself, the Improvements, the Property, the improvements thereon and the estate or title of Owner therein, and the appurtenances thereto, against any and all liens filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant, the Contractor hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as Attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of the Contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or cause to be filed and served in connection with such lien or liens any pleading or instrument or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this Instrument shall have been filed shall be conclusive evidence of the authority herein contained to warrant such action, and the Contractor, for itself and for them, hereby remises, releases and quit-claims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

In the event any part of this Waiver of Liens is determined to be illegal or unenforceable, such part shall be deemed stricken or reformed and the remainder of this instrument shall be unaffected and remain in full force and effect.

This instrument is made and intended to be filed with the Prothonotary of _____ County in accordance with the requirements of the Act.

IN WITNESS WHEREOF, the Contractor has executed this Agreement on the day and year first above written.

[If Owner or Contractor is a corporation, this agreement should be executed by its President or Vice President, and its Secretary or Treasurer, and the corporate seal impressed. If either is a partnership, all partners should execute this agreement; and if either is an individual or partnership, all signatures should be witnessed.]

CONTRACTOR:

Attest:

By: _____
Secretary

By: _____
Name:
Title:

[Corporate Seal]

[If Owner or Contractor is a corporation, this agreement should be executed by its President or Vice President, and its Secretary or Treasurer, and the corporate seal impressed. If either is a partnership, all partners should execute this agreement; and if either is an individual or partnership, all signatures should be witnessed.]

EXHIBIT A



THE LIEN RESOURCE LEADER

Free Downloadable Forms from the
Leader in Online Lien Resources :

- ✓ Preliminary Notices
- ✓ Mechanics Liens
- ✓ Lien Waivers
- ✓ Lien Cancellations
- ✓ Stop Notices
- ✓ Miller Act Claims