

PENNSYLVANIA
CONSTRUCTION or MECHANICS
LIEN FORMS
PACKAGE
CONTRACTOR EDITION
(sole proprietor)

Control Number: PA-P091-PKG



U.S. Legal Forms™ thanks you for your purchase of a Construction Lien Forms Package. This package is an important tool to help you with the legal issues that may arise between a contractor who performs services and/or supplies materials or equipment to a property but is not paid for the services/materials/equipment. This package includes state specific forms for a contractor operating as a sole proprietor or individual.

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I. FORM LIST

With your Construction Lien Package, you will find many of the forms that are necessary to protect your legal rights or claims to secure and enforce a lien on property for unpaid services and/or materials or equipment.

Included in your package are the following forms:

1. Formal Notice of Intent to File Lien
2. Lien Claim
3. Demand for Filing of Claim by Entry of Rule
4. Notice to Contractor
5. Waiver of Lien
6. Assignment of Lien
7. Conditional Waiver and Release of Claim of Lien Upon Progress Payment
8. Unconditional Waiver and Release of Claim of Lien Upon Progress Payment
9. Conditional Waiver and Release of Claim of Lien Upon Final Payment
10. Unconditional Waiver and Release of Claim of Lien Upon Final Payment

II. DESCRIPTIONS OF FORMS

Brief descriptions of the forms contained in your U.S. Legal Forms™ Construction Lien Package are found below.

Formal Notice of Intent to File Lien - A subcontractor who provides labor and/or material for the alteration and repair of property is required to provide the owner with a Preliminary Notice of Intent to Claim Lien. However, regardless of whether the subcontractor is required to provide a preliminary notice, a subcontractor is ALSO required to provide the property owner with a Formal Notice of Intention to Claim Lien. A Formal Notice must be provided at least thirty (30) days before a lien claim is filed and must be served on the property owner in person, or on his agent, or by first class, registered or certified mail.

Lien Claim - To perfect a lien in Pennsylvania, a contractor or subcontractor must file a lien claim with the prothonotary of the county in which the property is situated, within four (4) months after the completion of work. A notice of this filing must be served upon the property owner within (1) month of filing and an affidavit of said service must be filed within twenty (20) days of service.

Demand for Filing of Claim by Entry of Rule - Pennsylvania law states that "At any time after the completion of the work by a subcontractor, any owner or contractor may file a rule or rules, as of course, in the court in which said claim may be filed; requiring the party named therein to file his claim within thirty (30) days after notice of said rule or be forever barred from so doing. The rule shall be entered by the prothonotary upon the judgment index and in the mechanic's lien docket. Failure to file a claim within the time specified shall operate to wholly defeat the right to do so. If a claim be filed, it shall be entered as of the court, term and number of the rule to file the same." This form serves to demand that the subcontractor proceed with his lien claim within thirty (30) days of receipt of the notice or be barred from filing the claim in the future.

Notice to Contractor - A property owner who has been provided with a Preliminary Notice or Formal Notice of Intent to Claim Lien by a subcontractor may issue a written demand to the principal contractor providing notice of the subcontractor's claim and essentially demanding that the contractor settle the claim or agree in writing to defend the owner against the claim.

Waiver of Lien - A property owner who has been provided with a Preliminary Notice or Formal Notice of Intent to Claim Lien by a subcontractor may issue a written demand to the principal contractor providing notice of the subcontractor's claim and essentially demanding that the contractor settle the claim or agree in writing to defend the owner against the claim.

Assignment of Lien - This Assignment of Lien form is for use by an individual lienor who furnished or supplied labor, materials, or laborers for the purpose of improvements to real property to provide notice that the lienor assigns his or her claim and lien for the value of labor, materials, or laborers supplied to a designated person who shall have all the rights and remedies under law to which the lienor is entitled subject to all defenses thereto that might be made if such assignment had not been made, for the purpose of filing and for the enforcement of the lien.

Conditional Waiver and Release of Claim of Lien Upon Progress Payment - This Conditional Waiver and Release of Claim of Lien Upon Progress Payment form is for use by a lienor in consideration of a certain sum of money to waive and release his or her lien and right to claim a lien for labor, services or materials furnished through a particular date to a customer on the job

of an owner of property. This Conditional Waiver and Release of Lien Upon Progress Payment is conditioned upon the lienor receiving collected funds for the work described, and if such funds are not received within a certain number of days of the date of this waiver, this Conditional Waiver and Release of Lien is void.

Unconditional Waiver and Release of Claim of Lien Upon Progress Payment - This Unconditional Waiver and Release of Claim of Lien Upon Progress Payment form is for use by a lienor in consideration of a certain sum of money to waive and release his or her lien and right to claim a lien for labor, services or materials furnished through a particular date to a customer on the job of an owner of property.

Conditional Waiver and Release of Claim of Lien Upon Final Payment - This Conditional Waiver and Release of Claim of Lien Upon Final Payment form is for use by a lienor in consideration of final payment to waive and release his or her lien and right to claim a lien for labor, services or materials furnished through a certain date to a customer on the job of the owner of the property. This Conditional Waiver and Release of Lien Upon Final Payment is conditioned upon the lienor receiving collected funds for the work described, and if such funds are not received within a certain number of days of the date of this waiver, this Conditional Waiver and Release of Lien is void.

Unconditional Waiver and Release of Claim of Lien Upon Final Payment - This Unconditional Waiver and Release of Lien Upon Progress Payment form is for use by a lienor, in consideration of a certain sum of money to waive and release his or her lien and right to claim a lien for labor, services or materials furnished through a specific date to a customer on the job of an owner of property.

If you need additional information, please visit www.uslegalforms.com and look up forms by subject matter. You may also wish to visit our legal definitions page at <http://definitions.uslegal.com/>

III. TIPS ON COMPLETING THE FORMS

The form(s) in this packet may contain “form fields” created using Microsoft Word or Adobe Acrobat (“.pdf” format). “Form fields” facilitate completion of the forms using your computer. They do not limit your ability to print the form “in blank” and complete with a typewriter or by hand.

It is also helpful to be able to see the location of the form fields. Go to the View menu, click on Toolbars, and then select Forms. This will open the Forms toolbar. Look for the button on the Forms toolbar that resembles a shaded letter “a”. Click this button and the form fields will be visible.

By clicking on the appropriate form field, you will be able to enter the needed information. In some instances, the form field and the line will disappear after information is entered. In other cases, it will not. The form was created to function in this manner.

IV. DISCLAIMER

These materials were developed by U.S. Legal Forms, Inc. based upon statutes and forms for the subject state. All information and Forms are subject to this Disclaimer:

All forms in this package are provided without any warranty, express or implied, as to their legal effect and completeness. Please use at your own risk. If you have a serious legal problem, we suggest that you consult an attorney in your state. U.S. Legal Forms, Inc. does not provide legal advice. The products offered by U.S. Legal Forms (USLF) are not a substitute for the advice of an attorney.

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