

Prepared By

Return To

Tax Parcel ID: xx-xx-xxx-xx

Waiver of Liens

KNOW ALL BY THESE PRESENTS, that:

_____, ("Owner"), and _____ ("Contractor"), have entered into a construction agreement dated _____ ("Contract") relating to the erection and construction of a building and other improvements upon the following described real estate, as part of the consideration for which agreement this Waiver of Liens is given:

All that certain lot of piece of ground situate in the Township of _____, County of _____ and Commonwealth of Pennsylvania, known as _____ and more fully described in Exhibit A, attached hereto and made a part of this Waiver.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as for and in consideration of the entry by Owner into the Contract, does hereby, for Contractor and any and all subcontractors, materialmen and parties acting for, through or under Contractor, them or any of them, or anyone, covenant and agree with Owner that no mechanics' liens or claims shall be filed or maintained by Contractor, them or any of them, or any one, against the above-described real estate, or the buildings or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of Owner, for or on account of any work done or materials furnished under the Contract or under any supplemental contract, verbal or written, or contract for extra work relating to the erection and construction and completion of said buildings or other improvements, or any of them, or otherwise; and Contractor and any and all subcontractors, materialmen and parties acting through or under Contractor, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against said real estate or buildings or other improvements or any of them.

Contractor hereby covenants, promises and agrees that all subcontractors, material suppliers, and laborers on the work shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor down, so that there shall not be any legal or lawful claim of any kind whatever against Owner, or any other person with an estate (including a leasehold estate) in the above-described property, for any work done or labor or materials furnished under the Contract or otherwise.

This agreement 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 contract for extra work in the erection and construction and completion of the said buildings or other improvements as to any work and labor done and materials furnished under the contract aforesaid.

On this _____ day of _____, 20____, before me , the undersigned officer, personally appeared, _____ who acknowledged himself/herself to be the _____ of _____, a Pennsylvania corporation, and that he/she as such _____ being authorized to do so, executed the foregoing Waiver of Liens for the purposes therein contained by signing the name of the corporation by himself/herslef as such _____ and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunder set my hand and Official Seal.

Notary Public
My Commission Expires: _____