

MECHANICS LIENS IN PENNSYLVANIA
A PRIMER FOR CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS

**(including a discussion of the provisions that are
tentatively scheduled to take effect on December 31, 2016)**

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Huntingdon Valley, Pennsylvania**

Introduction

The statute governing the filing and enforcement of mechanics liens in Pennsylvania originally took effect in 1963. It remained largely unchanged for more than four decades, with only minor and occasional amendments. But the state legislature has made sweeping changes to it over the past ten years. They began with the changes that took effect in November 2007, which (among other things) abolished advance lien waivers for most real-estate projects. And they will continue with the creation (tentatively scheduled for the end of 2016) of a state-wide electronic database that many owners will be able to use to identify potential lien claimants, and possibly to limit their lien rights, among subcontractors and suppliers.

The following pages outline the procedures that contractors, subcontractors, and sub-subcontractors must follow to preserve file, serve, and prosecute lien claims under the current law and the law now scheduled to take effect.

Prerequisites To Filing a Lien

There are six requirements that must be met to file a mechanics lien in Pennsylvania:

1. The party that wishes to file the lien (we'll call that party the "**lien claimant**" below) must have provided services or materials in connection with the "erection, construction, alteration, or repair" of an "improvement" to real property.

Note:

- i. "Erection, construction, alternation, or repair" of an "improvement" includes "furnishing, excavating for, laying, relaying, stringing, and restringing rails, ties, pipes, poles, and wires, whether on the property improved or upon other property, to supply services to the improvement."

2. The lien claimant must have acted as a general contractor, as a subcontractor of a general contractor, or as a subcontractor of a subcontractor.

Notes:

- A subcontractor of a general contractor is sometimes called a “first-tier subcontractor.” A subcontractor of a subcontractor is sometimes called a “second-tier contractor.” Only first-tier and second-tier subcontractors have lien rights. A subcontractor to a second-tier subcontractor, sometimes called a “third-tier subcontractor,” has no lien rights. Nor do subcontractors on subsequent tiers.
- A supplier is considered a subcontractor. But, because of the limitation of lien rights to the first two tiers of subcontracting, only a supplier of a first-tier subcontractor has lien rights; such a supplier is a second-tier subcontractor. A supplier of a second-tier subcontractor is a third-tier subcontractor, and it therefore has no lien rights.

3. The party with whom the general contractor contracted (in the general contract) must be either the owner of the real property that would be subject to the lien, in which case the lien would be against the real property itself, or must be a tenant, in which case the lien would be against only the tenant’s interest in the real property and not against the real property itself.

Notes:

- There is one situation in which a contractor or a subcontractor who provides services or materials to a tenant may file a lien against the owner’s interest in the property rather than merely against the tenant’s interest: Where the owner of the property agreed in writing, in advance of the work being done, that the work would be for the owner’s immediate use and benefit. *This very rarely occurs.* Lien claimants who provide services to tenants sometimes try to argue that provisions in the leases (which are, of course, writings signed by the owners), such as provisions giving the tenant the right to have the work done, suffice to give the lien claimant the right to lien the owners’ interest in the property. But this is a difficult argument to win, because, even when a landlord has agreed in a written lease to allow the tenant to make repairs to the tenant’s space, such repairs are rarely for the owner/landlord’s “immediate use and benefit.”
- It is highly inadvisable for a lien claimant who has provided services or materials to a tenant to assert a lien against the owner-landlord’s interest in the property unless it is clear that the owner-landlord had, in fact, signed a written acknowledgment that the work would be for the owner-landlord’s immediate use and benefit. Such a filing could constitute a “slander of title” and an improper use of civil process, entitling the owner-landlord not only to have the lien removed but to recover damages (which can include attorney fees) from the lien claimant).

4. The lien claimant must not have earlier signed a written waiver of its right to file a lien, and if, the lien claimant acted as a subcontractor, the lien claimant's general contractor must not have signed a written waiver of its subcontractors' right to file a lien.

Notes:

- Amendments to the Mechanics Lien Law that became effective in 2007 mooted this issue with regard to commercial real-estate projects (and large residential projects). Lien waivers are no longer permitted for such projects.
- There is another way for a general contractor to prevent its first- and second-tier subcontractors from filing mechanics liens, even in commercial projects, but it is relatively rare: By filing a bond in advance and in sufficient amount to ensure payment to the subcontractors.

5. The project must not be for a "purely public purpose."

6. The lien claimant must have complied fully with all of the requirements of the statute.

Note:

- The legislature realized when it enacted the Mechanics lien Law, and the courts have realized when they have interpreted it, that the unilateral power to obtain a lien on someone else's property is extraordinary and, if abused, can cause significant hardship for the owner. The courts have therefore required strict compliance with all of the requirements set forth in the Mechanics Lien Law for preserving the right to file a lien, filing it, perfecting it, and enforcing it. This applies especially with regard to the deadlines set forth in the statute. Even a delay of one day in delivering or filing a required document will effect a forfeiture of the lease.

The remainder of this summary outlines those requirements in detail.

Timing

Most mechanics lien must be filed within six months after the lien claimant completed its work.

There is only one exception to the six-month rule: After a subcontractor has finished its work, the owner or a general contractor has the power to shorten the period within which a subcontractor must file a lien. The owner or contractor does that by filing "rule to file claim," which directs the subcontractor to file any claim of mechanics lien within thirty days. Such a "rule" must be filed in the same court in which the subcontractor would

file a lien claim: the court of common pleas of the county in which the real property is situated. But this power is seldom used. Many owners and subcontractors, and even many of the attorneys who advise them, are unaware that it is available to them.

There is nothing that a lien claimant who was a general contractor must do before filing a lien claim. The general contractor who has completed its work and not been paid in full can simply wait until the last day of the six-month period and file its lien on that day.

We are not saying that it is advisable for a general contractor to take that approach; it isn't; a general contractor who hasn't been paid should, as a matter of policy and good business relations, always make an inquiry of the owner before filing a lien. Our point only is that a general contractor has the right to take no advance action before filing a lien. Subcontractors (whether they be first-tier or second-tier) do not have that right. Instead, at least thirty days before filing a lien claim, a subcontractor must serve upon the owner of the property a formal written notice of the subcontractor's intent to file the lien. For this reason, in thinking about how much time is left to file a lien, a subcontractor must always remember to subtract at least five weeks (i.e., the thirty-day advance period plus a few days for safe measure) from the six-month period following completion of the lien claimant's work.

Subcontractor's Formal (Preliminary) Notice of Intention To File Lien

Because most owners do not communicate with subcontractors, they are often unaware of payment disputes between the general contractors (with whom the owners are in contact) and subcontractors. Often owners are in a position to put pressure on general contractors to pay the subcontractors, and thereby avoid having liens asserted against their (the owners') property. That's why the legislature imposed the preliminary notice requirement on subcontractors: To ensure that owners are aware of payment disputes between general contractors and subcontractors, and that the owners therefore have the opportunity to put such pressure upon the general contractors as appropriate to compel them to pay the subcontractors before the latter file liens upon the owners' property.

Here's the information that the subcontractor's preliminary notice must include:

1. The name of the party claimant.
2. The name of the person with whom he contracted.
3. The amount claimed to be due.
4. The general nature and character of the labor or materials furnished.
5. The date of completion of the work for which his claim is made.
6. A brief description sufficient to identify the property claimed to be subject to the lien.

The formal notice must be served upon the owner. Several forms of service are acceptable, including ordinary 1st Class U.S. Mail, but we recommend using certified mail (requesting a return receipt). If you do not have the owner's address and are unable to find it after reasonable investigation, you may post the notice conspicuously upon the property.

Attached to this summary as Exhibit A is a template that can be adapted to create the notice.

After the subcontractor has served the preliminary notice, the subcontractor should preserve evidence that the service has been completed. If the service was made by certified mail, that evidence could be either the signed certified-mail receipt or (if the subcontractor did not receive back a signed receipt) the initial Post Office certification that the item was mailed (if the item was addressed correctly). If the notice was served by posting, a photograph of the posting or an affidavit by the person who posted it (or, preferably, both) would suffice.

There is one situation in which a subcontractor is not obligated to serve a formal notice of its intent to file a mechanics lien: When the owner or general contractor, following the subcontractor's completion of work, has filed a rule to file claim. But, as noted earlier, many owners and general contractors are aware that they have the right to file such rules, and fewer still file them.

Owner's Options After Receiving Subcontractor's Notice

An owner who has been served with a subcontractor's notice of intention to file or a notice of the filing of a claim by a subcontractor has several options:

- The owner may retain out of any money due or to become due to the general contractor named an amount sum sufficient to protect the owner from loss until such time as the claim is finally settled, released, defeated or discharged.
- The owner may (and, if he has retained funds due to the contractor, must) give written notice to the general contractor that does the following:
 - provides details of the subcontractor's potential claim (and indicating the amount, if any, that the owner is withholding as a result of it);
 - specifies that, unless the contractor within thirty days after service of the notice does one of three things —
 - settles the claim,
 - undertakes to defend the claim, or

- and provides security against the claim,
- then the owner will be entitled to exercise the following remedies:
- pay the claim of the subcontractor, in which case the owner will be subrogated to the rights of the subcontractor against the contractor, or
 - undertake a defense against said claim, in which case the contractor will be liable to the owner for all costs, expenses, and charges incurred in such defense (including reasonable attorneys' fees), regardless of whether the defense is successful.

When a general contractor receives such a notice from an owner, the general contractor is obligated to take one of the following actions:

- Settle or discharge the claim of the subcontractor, and then furnish to the owner a written copy of a waiver, release, or satisfaction of the lien claim (signed by the claimant).
- Agree in writing to defend the owner against the claim. In that case, if the owner has not already retained sufficient funds to protect the owner from loss, the general contractor must furnish the owner with additional approved security to protect the owner if the defense is unsuccessful or if the general contractor abandons the defense.
- Furnish to the owner approved security in an amount sufficient to protect the owner from loss on account of the claim.

Preparing and Filing the Claim of Lien

Although subcontractors usually must fulfill the preliminary requirement (not imposed upon general contractors) of serving a formal notice upon an owner, afterward the procedure for filing the actual claim of mechanics lien (sometimes called a “**lien claim**”) is the same for general contractors as it for subcontractors.

The lien claim is filed in the office prothonotary of the county in which the property is located. A “prothonotary” is, essentially, a clerk of the county court of common pleas. (In Delaware County, and perhaps in one or more other Pennsylvania counties, the court officer who fulfills the functions of the prothonotary does not use that title. But even there, people who file court papers refer informally to the corresponding official as the “prothonotary.”)

The lien claim must have the following information:

1. The name of the party claimant, and whether he files as contractor or subcontractor.
2. The name and address of the owner (or reputed owner).
3. The date on which the claimant completed its work.
4. *If the claimant is a subcontractor:*
The name of the person with whom the claimant contracted, and the date on which the formal notice of intention to file (if required) was given.
If the claimant is a general contractor under a contract or contracts for an agreed sum:
An identification of the contract and a general statement of the kind and character of the labor or materials furnished.
5. *If the claimant is either a subcontractor or a general contractor who is not under a contract for an agreed sum:*
A detailed statement of the kind and character of the labor and/or materials furnished and of the prices charged for each of them.
6. The amount or sum claimed to be due.
7. A description of the improvement and of the property claimed to be subject to the lien, as reasonably necessary to identify them.

Attached to this summary as Exhibit B is a template that can be adapted to prepare a lien claim.

Serving the Lien Claim

The lien claimant must serve a copy of the lien claim upon the owner within thirty days after the claim is filed. The lien claimant must identify the court (county) in which the claim has been filed, specify the court term and the number assigned by the court (such as “C.P. Montg. Mechanics Lien 2017-01234” or “C.P. Phila. Mechanics Lien 01234 of February 2017”), and indicate the date on which the lien claim was filed.

Service should be accomplished in the same way service of complaints are served in Pennsylvania. Generally that means that the service must be effected by a sheriff’s deputy. If the sheriff does not have the address of the owner, or if the owner evades service, the sheriff’s deputy can accomplish service by posting a copy of the lien claim conspicuously on the improvement.

There are relaxed rules of service currently applicable in Philadelphia, where, given the sheer volume of litigation, the deputies within the Sheriff’s Department would simply be unable to effect personal service in all of the service of process for each new civil

action (including claim of mechanics lien) commenced. As of now, original service in Philadelphia may be effected by private process servers. But a lien claimant should always check, before arranging service in Philadelphia by a private person, to ascertain whether the relaxed rules remain in effect.

Within twenty days after the lien claim has been served upon an owner or (where applicable) posted upon the improvement, the lien claimant must file with the prothonotary either an affidavit of service or a document signed by the owner accepting service.

Both of these deadlines — the thirty-days-after-filing deadline for effecting service of a lien claim and the twenty-days-after-service deadline for filing an affidavit or acceptance of service — are, like the initial six-month deadline for filing the lien claim, extremely strict. Recorded court decisions have stricken lien claims when either of the deadlines were missed by as little as one day.

Owner's Options After the Lien Claim Is Filed

An owner of property against which a lien claim has been filed has two options for having the lien removed immediately even if the lien claim is substantively and procedurally valid:

- The owner may deposit with the court cash equal to the amount of the claim, the cash to be distributed by the court when and in accordance with its ultimate resolution of the dispute.
- The owner may post a bond or other security approved by the court, in an amount to be determined by the court (but no less than twice the amount of the claim).

Very few owners exercise the first remedy. More exercise the second remedy, but it is even more common for the owner to demand that its general contractor bond off the lien (as, in most cases, the general contractor is contractually obligated to do).

The owner of a one- or two-unit residential project who has paid its general contractor in full has another option — one that does not require the owner to deposit cash or post security — for obtaining the immediate removal of a lien filed by a subcontractor, even if the subcontractor has not been paid by the general contractor: The owner may file a petition asking the court to discharge the lien immediately, because there is a special statutory prohibition on such liens.

There is no similar statutory prohibition on liens by subcontractors on larger residential projects or on commercial projects. It is not uncommon for owners on such projects who have paid their general contractors in full to be compelled to make what are

effectively duplicative payments to subcontractor lien claimants who had received from the general contractor the amounts that were originally paid by the owner to the general contractor and that were attributable to the subcontractor's services or supplies.

Civil Litigation To Enforce the Lien Claim

The filing of a lien claim effects the lien immediately, and in cases of original erection of construction (as opposed to alteration and repair) the lien dates from the original commencement of work upon the project by *any* contractor or subcontractor (even if the lien claimant did not provide services or supplies until long after the project commenced). As long as the lien remains on the property, then, even if the lien claimant does nothing else, the property cannot be conveyed free and clear of the lien without paying off or otherwise resolving the underlying claim.

The recent amendments to the lien statute create exceptions to the lien priority with regard to purchase-money mortgages and certain open-end mortgages. But the lien rights of a claimant remaining a powerful tool for securing payment to the claimant.

But a lien claim is not a judgment, and therefore the lien claimant cannot take affirmative action to enforce the claim, such as executing upon it and scheduling a sheriff's sale of the lien property. To be able to do that, the lien claimant must obtain a judgment upon the lien claim.

And a lien claim is not perpetual, even if it is not discharged by one of the methods described above. Rather, the lien expires after two years unless the lien claimant files (in the same court) a civil action to enforce the lien claim. And the statute requires that, even after the lien claimant commences that enforcement action, the lien will expire unless the lien claimant obtains a judgment upon it before the five-year anniversary of the initial lien-claim filing.

An owner whose property has been lien and who thinks the lien is improper (whether because of some procedural impropriety or some substantive reason, such as payment to the lien claimant) may file "preliminary objections" to the lien claim, which set forth the owner's basis for contending that the lien is improper. This may be done either before or after the lien claimant commences an enforcement action on the lien claim. An owner who had a valid objection to a lien claim immediately after it was filed, and before the lien claimant commences an enforcement action, is under no obligation to file preliminary objections to the lien claim. And if the owner chooses to file preliminary objections to the lien claim, the owner may do so at any time before the lien claimant commences an enforcement action.

The owner's options are more limited after the lien claimant commences an enforcement action. The enforcement action is treated as an ordinary civil action, which

requires the owner (as the defendant in the enforcement action) to file a response within twenty days after being served with the complaint. If the owner thinks that the claim is procedurally or substantively defective and should be stricken off immediately, the owner should file preliminary objections. Otherwise (or if the owner for whatever reason does not want to file preliminary objections that might be available) the owner can file an ordinary answer to the complaint.

If the lien claimant prevails in the litigation and obtains a judgment, the lien claimant has an advantage to enforcing a judgment obtained on the lien claim: The lien of the judgment relates back to the date of the original lien claim. Judgments entered in most Pennsylvania civil actions, by contrast, become liens on real property located in the same county only as of the time the judgment is entered, and the priority of such a judgment is fixed by the date of entry.

Even after obtaining a judgment on a lien claim, the lien of the judgment is not perpetual. Rather, as with any civil judgment held by a private party, the lien expires after five years unless the judgment holder commences proceedings within the five-year period to revive the judgments. After obtaining a judgment on revival, the lien will then continue for another five years unless the judgment holder again commences revival proceedings within the five-year period (or until the judgment is satisfied). The process of reviving the judgment by proceedings commenced within five years after the former revival may continue as long as the judgment remains unsatisfied.

The Electronic “State Construction Notices Directory” (scheduled to become operational on December 31, 2016)

In 2014 the state legislature passed legislation, replicating a program that Utah began in 2005, to assist certain owners who wish to be able to ascertain quickly the entire population of potential lien claims by subcontractors on a project: the creation of a searchable electronic “Construction Notices Directory.”

The legislation has not yet taken effect. The Directory is slated to become operational at the end of this year (Dec. 31, 2016), but the legislature recognizes the possibility of delay and provides a mechanism for the Department of General Services (“**DGS**”), which will administer the Directory, to effect an extension of the effective date.

When the Directory is finally launched, no owner will be obligated to register a project on it. And only certain owners will have the right to use it: those who own real property for which projects valued at least \$1.5 million are planned (whether the projects be erection, construction, alteration, and repair).

Although owners of eligible property will be under no obligation to register a project on the Directory, they have an incentive (in addition to access to information on the

directory) to do so: Contractors and subcontractors on a registered project must take certain actions, beyond those already required to preserve and assert their lien rights, lest they forfeit their right to file liens for the services or supplies they provide. And potential lien claims will thereafter have an incentive to monitor the project on the Directory.

To register on the Directory, the owner of a property for which an eligible project is planned must, before work on the project begins, file a “Notice of Commencement,” with the following information:

- Name, street address, and e-mail address of the general contractor.
- Name and location of the project.
- County in which the project is located.
- Legal description of the property, including all its tax-parcel identifying numbers.
- Name, address, and e-mail address of the owner of the property and (if different) of the project.
- If applicable, the name, address, and e-mail address of a surety for performance and payment bonds.

The owner may file the Notice of Commencement itself or may, instead, authorize its general contractor to do so as the owner’s agent.

Upon receipt of a Notice of Commencement, the DGS will assign a unique identifying notice to it.

After filing the Notice of Commencement, the owner (or its general contractor as agent) must, before work begins, print out a copy of it (including the numbered assigned to it by the DGS) conspicuously at the job site. The owner must then continuously monitor the posting to ensure that, if and whenever it is removed, it is replaced within 48 hours.

The owner and the contractor have one other important statutory duty: They must make “reasonable efforts” to ensure that a copy of the Notice of Commencement is included in all contract documents that are provided to subcontractors who awarded work on the project.

The registration of a project on the Directory does not deprive a subcontractor (or sub-subcontractor) of its right to file a mechanics lien in the event the subcontractor is not paid. But the statute imposes an additional step that such a subcontractor (or sub-subcontractor) must take to preserve its lien right: It must, within 45 days after commencing work or providing materials, file on the Directory a “Notice of Furnishing,” containing the following information:

- A general description of the labor or materials provided or furnished.
- Address of the person supplying them.

- Name and address of the person who entered into a contract to obtain those services of supplies.
- Information sufficient to identify the project.

The statute provides a template for the Notice of Furnishing, which is attached to this summary as Exhibit C.

As a general matter, a subcontractor's or sub-subcontractor's failure to file (and to file timely) a required Notice of Furnishing waives its right to file a lien claim. But there is an important exception: If the subcontractor or sub-subcontractor can prove that its failure resulted from actions taken by the owner, general contractor, or (in the case of a sub-subcontractor-claimant) to intimidate or exercise undue pressure upon the subcontractor or sub-subcontractor. Specifically, the owner, general contractor, and (in the case of a sub-subcontractor-claimant) subcontractor may not "suggest, request, encourage or require that a subcontractor not file a Notice of Furnishing as a condition of entering into, continuing, receiving or maintaining a contract for work or furnishing of materials on a searchable project."

The consequences of a violation of the prohibition on intimidation and pressure extend beyond relieving the intimidated or pressured party of its obligation to file a Notice of Furnishing. The violation gives the intimidated or pressured party a civil cause of action for any loss resulting from the violation (plus attorney fees). It also exposes the violator to criminal liability; it is a second-degree misdemeanor.

The legislation contemplates two other types of notices that can be registered in the Directory: Subcontractors (or sub-subcontractors) may file "Notices of Non-Payment," and owners (or their general contractors as agents) may file "Notices of Completion" of the project. Neither notice is obligatory, and filing them has no substantive legal effect. It merely provides information to other persons involved in the project that, in the case of a Notice of Non-Payment, might facilitate payment to avoid filing a lien and, in the case of a Notice of Completion, might be noted by the subcontractors or sub-subcontractors in determining how much time they have to file their formal notices of intent to file a lien or the lien claims themselves.

The statute establishes penalties (which can be severe) not only for intimidating or pressuring a subcontractor or sub-subcontractor not to file a Notice of Furnishing but also for abusing the Directory by filing notices improperly. It specifies that a party who files a notice in the Directory "without a good faith reason to do so," "with the intent to exact more payment than is due," "to obtain an unjustified advantage or benefit" will be liable for the greater of actual damages or \$2,000. Curiously, the statute that sets forth the three provisions quoted in the preceding sentence contains no conjunction, leaving it unclear whether all three provisions must apply, or whether only one (or two) of them will suffice, to trigger liability.

Exhibit A

TEMPLATE FOR SUBCONTRACTOR'S FORMAL (PRELIMINARY)
NOTICE OF INTENTION TO FILE A MECHANICS LIEN

_____, 20____

Via Certified Mail (RRR)

[Name and address of owner]

Certified Mail No. _____

Re: **Formal Notice Pursuant to 49 Pa. Stat. § 1501
of Intent of _____ To File Mechanics Lien
on Real Property Known as _____ and Located at
_____ in _____, Pennsylvania**

Dear Sirs or Madams:

We represent _____ ("**Subcontractor**"), a subcontractor engaged by _____ ("**General Contractor**") pursuant to a written subcontract ("**Subcontract**") to provide _____ in connection with the erection, construction, alteration or and repair of the real property ("**Real Property**") owned by _____ ("**Owner**").

Subcontractor has authorized us to send this formal notice ("**Notice**"), as contemplated by 49 Pa. Cons. § 1501 ("**Section 1501**"), of Subcontractor's intent to file a mechanics lien ("**Mechanics Lien**") against the Real Property. The Mechanics Lien will be filed on or after _____, 20____ ("**Earliest Lien Date**").

Subcontractor provides the following details pursuant to subsection (c) of Section 1501:

(1) Name and address of the party claimant: [Subcontractor],
_____, Pennsylvania 1____.

(2) Name and address of the person with whom Subcontractor contracted: [General Contractor], _____, _____.

(3) Amount that Subcontractor claims will be due on the Earliest Lien Date: \$ _____, comprising the following amounts:

Contract price for the _____

provided: \$ _____

Interest through __/__/__ on the contract price above, calculated at 15%/annum (in accordance with Subcontract ¶ __): \$ _____

Additional amounts (as contemplated By Subcontract ¶ __): \$ _____

Attorney fees (pursuant to _____ ¶ __): \$ _____

(4) Materials and services furnished: _____.

(5) Date of Subcontractor's completion of the work for which the claim is made: _____, 2____.

(6) Real property subject to the Mechanics Lien: _____, being _____ Tax Parcel _____.

Sincerely,

[Subcontractor's Representative]

cc: [General Contractor] (via certified mail (RRR))
Certified Mail No. _____

Exhibit B

TEMPLATE FOR CLAIM OF MECHANICS LIEN

[Name of attorney (and of Pa. Att'y I.D. #)]

[Address of attorney]

[Phone number of attorney]

[e-mail address of attorney]

Attorney for the lien claimant

[NAME OF LIEN CLAIMANT] : COURT OF COMMON PLEAS
[address of lien claimant] : _____ COUNTY

Lien Claimant : Mechanics Lien Claim

v. : No. _____ of 2014

[NAME OF OWNER] :
[address of owner] : Real Property Subject to Lien:

Owner : _____ County Parcel _____

: [Street address]

: [Municipality]

:

CLAIM OF MECHANICS LIEN

In accordance with 49 Pa. Stat. § 1501 et seq., the lien claimant identified below files this claim of mechanics lien ("Lien Claim"):

1. Name and address of the lien claimant: _____

("Lien Claimant"), a [state of formation] [nature of entity (e.g., corporation, limited liability

company)], with an address of _____,
_____, Pennsylvania 1_____.

2. Name and address of the owner or reputed owner of the real property
subject to this Lien Claim: _____ ("**Owner**"),
_____, _____, _____.

3. Date on which Lien Claimant completed its work: _____, 2____.

If the claimant is a subcontractor:

4. i. The name and address of the of the party with whom the Lien
Claimant contracted: _____ ("**General Contractor**"),
_____, _____, _____.

ii. Date on which Lien Claimant filed its formal notice of intent to file
a lien: _____, 2____.

If the claimant is a general contractor under a contract or contracts for an agreed sum:

4. i. Identification of the contract ("**Contract**") between Lien Claimant
and the Owner: _____
_____. A copy of the Contract is attached to
this Lien Claim as Exhibit A.

ii. A general statement of the kind and character of the labor or
materials furnished: _____
_____.

If the claimant is either a subcontractor or a general contractor who is not under a contract for
an agreed sum:

5. As set forth more fully in the account statement attached to this Lien Claim as Exhibit B, the services and/labor provided were as follows:

Labor/Supplies	Charge
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

6. The total amount due: \$_____.

7. i. The real property subject to this Lien Claim is _____ Parcel No. _____ ("**Real Property**"), which is located at _____, _____, _____. Attached to this Lien Claim as Exhibit A is a metes-and-bounds description of the Real Property.

ii. The improvements on the Real Property for which the Lien Claim provided services or materials are as follows:

Respectfully submitted,

[Signature of the attorney]
[Name of attorney (and of Pa. Att'y I.D. #)]
[Address of attorney]
[Phone number of attorney]
[E-mail address of attorney]

Attorney for the Lien Claimant

Date of this Lien Claim: _____, 2____

_____, 2____

VERIFICATION

I, _____, verify as follows:

1. I am the [title] of _____ ("**Claimant**"), which is the claimant with regard to the foregoing claim of mechanics lien ("**Lien Claim**")
2. I am authorized by Claimant to issue this verification on its behalf.
3. I have reviewed the Lien Claim.
4. I have personal knowledge of the facts set forth in the Lien Claim.
5. I aver, to the best of my personal knowledge, or (as to any facts of which I have no personal knowledge) upon information and belief, that all of those facts are true.

I understand that I make this verification subject to the penalties of 18 Pa. Cons. Stat. § 4904, which regards unsworn falsification to authorities.

[print name]

Dated: _____, 2____

[Add exhibits]

Exhibit A (the contract)]

Exhibit B (the account statement)

Exhibit C (the metes-and-bounds description of the real property)

Exhibit C

PRESCRIBE TEMPLATE FOR NOTICE OF FURNISHING

NOTICE OF FURNISHING

To:

[Name of searchable project owner]

[Address of searchable project owner]

[Notice of Commencement Number

(this number assigned by the DGS when the owner
filed its Notice of Commencement)]

Please take notice that the undersigned is performing certain work or labor or furnishing certain materials, described below, to **[Name and address of other contracting party]** in connection with the improvement to the real property located at **[address of the real property]**. The labor, work or materials were performed or furnished first, or will be furnished first, on **[commencement date]**.

The following is a general description of the labor or materials furnished: **[description]**

[Name of subcontractor or sub-subcontractor]

[Address of subcontractor or sub-subcontractor]]

By: _____

[Name and capacity of party signing for the subcontractor or sub-subcontractor]

[Address of party signing]

[Date]