

05-2017-CD
Timothy Potts vs A.A.P. Inc. et al

Timothy Potts vs AAP Inc et al
2005-2017-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Timothy M. Potts
(Plaintiff)

CIVIL ACTION

219 S. Second St.
(Street Address)
CLEARFIELD, PA 16830
(City, State ZIP)

No. 05-2017-CD

Type of Case: _____

Type of Pleading: _____

vs.

A.A.P. Jack/K.S. Wilson
(Defendant) SALES
526 W. PAULINE DR.
(Street Address)
CLEARFIELD, PA 16830
(City, State ZIP)

Filed on Behalf of:

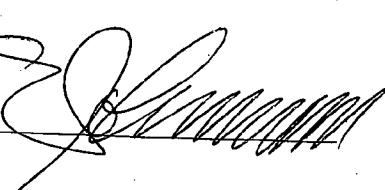
Timothy M. Potts
(Plaintiff/Defendant)

Northwest Savings Bank
(Filed by)

1200 S. Second St.
(Address) CLEARFIELD, PA 16830
814-765-2476
(Phone)

(Signature)

FILED ^{One} cc
01/3/2006 to Northwest
DEC 27 2005 Savings Bank
William A. Shaw Northwest
Prothonotary/Clerk of Courts pd. 20.00



05-2017-CD

IN THE COURT OF COMMON PLEAS,

and	Timothy M Potts (Owner(s))	County of Clearfield
	A.A.P. Inc. K.S. Wisor, Sales Contractor(s)	State of PA No. Term,

MECHANIC'S LIEN WAIVER AND INDEMNIFICATION AND DEFENSE AND WAIVER OF CLAIMS AGREEMENT

THIS AGREEMENT, Made and entered into this the _____ day of Decem ber 05 by and between Timothy M Potts
("Owner") and A.A.P. Inc. K.S. Wisor, Sales ("Contractor")

WHEREAS, the Owner(s) have previously entered into a contract with the Contractor for the erection, construction, alteration or repair of improvements in accordance with certain plans and specifications, and for the furnishing and providing of materials and labor necessary there for upon the following address:

219 S 2nd St Clearfield PA 16830

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, it is hereby stipulated and agreed by and between the parties as follows:

A. MECHANICS' LIEN WAIVER

Before any construction is commenced, that Contractor, for himself, herself, itself, themselves, his, her, its, and their subcontractors, and all parties acting through or under him, it or them, covenants and agrees that no mechanics' claims of liens shall be filed or maintained by him, them or any of them against the buildings and the lots of ground appurtenant thereto, or any of them, for or on account of any work done or materials furnished by him, them or any of them, under this Contract Documents or otherwise, for, towards, in or about the erection, construction, alteration and/or repair of the said buildings and/or improvements, or any of them, and Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors, and others under him, her, it or them, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' lien or claim against the buildings and/or improvements and the lots of ground appurtenant thereto, or any of them, and that this agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplement contract, verbal or written, or contract for extra work in the erection, construction, alteration and/or repair of the said buildings and/or improvements as to work and labor done and materials furnished under this contract.

This Agreement is made and intended to be filed with the office of the Clearfield County Prothonotary in accordance with the requirements of Law and is binding upon and inures to the benefit of the parties hereto, their heirs, successors, administrators and/or assigns.

B. INDEMNIFICATION AND DEFENSE AND WAIVER OF CLAIMS AGREEMENT

1. Contractor, as a material part of the consideration to be rendered to Owner, shall indemnify, defend, protect and hold Owner harmless against all actions, claims, demands, damages, liabilities, losses, penalties or expenses of any kind which may be brought or imposed upon Owner or which Owner may pay or incur by reason of injury to person or property, from whatever cause, all or in any way connected with construction on the Property, or the improvements of personal property therein of thereon, including without limitations, any liability or injury to the person or property of Contractor, its agents, officers, employees, subcontractors, materialmen or invitees. Contractor agrees to indemnify, defend and protect Owner and hold it harmless from any and all liability, loss, cost or obligation on account of, or arising out of, any such injury or loss however occurring, including breach of the provisions of the Contract or this Agreement and the negligence of the parties hereto.

2. In the event any actions, suit or proceeding is brought against Owner by reason of any such occurrence, Contractor, upon Owner's request will at Contractor's expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated either by Contractor or by Contractor's insurer whose policy covers the occurrence and in either case, approved by Owner. The obligations of Contractor under this section arising by reason of any occurrence taking place during construction shall survive the completion of termination of the construction and/or the construction contract.

3. Contractor, as a material part of the consideration to be rendered to Owner, hereby waives all claims against Owner for damages to goods, equipment or other personal property in, upon or about the Property and for injury to Contractor, its agents, employees, subcontractors, materialmen, invitees or third persons in or about the Property from any cause arising at any time, including breach of the construction contract and the negligence of the parties hereto. Contractor further waives the right to file a claim for labor or materials furnished to the Property subsequent to the date hereof.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

BY: _____ L.S.

L.S.

L.S.

To the Prothonotary:

Please cross-index the Agreement such that it is indexed in the name of the Contractor as defendant and the Owner as plaintiff and also in the name of the Contractor as plaintiff and the Owner as defendant, in accordance with 49 P.S. Section 1402.