

CONTRACTOR'S WAIVER OF LIENS

06-891-CD

THIS AGREEMENT made and entered into this MAY 30, 2006 by and between David L. Bowser, hereinafter "Owner(s)", of Section 16 Lot 384 Treasure Lake, DuBois, PA 15801, and Burns Contracting, hereinafter "Contractor" of 1356 Treasure Lake, DuBois, PA 15801.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

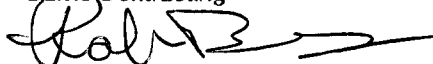
NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the Improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.
2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1983 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the Township of Sandy, County of Clearfield, State of PA.
3. 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, construction and completion of the Improvements as to any work and labor done and materials furnished under the Contract.
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

Burns Contracting



By: _____ (SEAL)

ROBERT BURNS OWNER
(Type or Print Name and Title)

 (SEAL)
Borrower: David L. Bowser

FILED

100
JUN 02 2006

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Clearfield :

ss.

On this, the 30th day of May, 2006, before me, the undersigned officer, personally appeared Robert Burns of Burns Contracting, known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Andrew L. Booth

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Andrew L. Booth, Notary Public
City Of DuBois, Clearfield County
My Commission Expires Oct. 14, 2009

Member, Pennsylvania Association of Notaries

ALL that certain tract of land designated as Lot No. 384, Section 15 "BIMINI" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way; reservations and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

EXHIBIT "A"

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Paris Cleaners Inc
(Plaintiff)

P O Box 1043
(Street Address)

Dubois, PA 15801
(City, State ZIP)

CIVIL ACTION

No. 2006-892-CTD

Type of Case: Appeal

Type of Pleading: _____

VS.

Dons Auto
(Defendant)

1086 Zion Rd
(Street Address)

Bellefonte PA 16823
(City, State ZIP)

Filed on Behalf of:

Defendant
(Plaintiff/Defendant)

FILED

JUN 02 2006

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE MAILED
TO M.D.J. FORD

Donald M. Smith Sr.
(Filed by)

1086 Zion Rd. Bellefonte, PA 16823
(Address)

814-355-7990
(Phone)

Donald Smith
(Signature)

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46th
Judicial District, County Of

CLEARFIELD, PA

NOTICE OF APPEAL

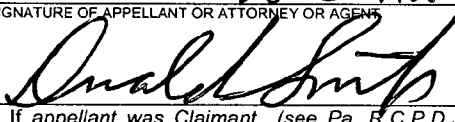
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2006-892-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT DONS AUTO		MAG. DIST. NO. 46-3-01	NAME OF D.J. PATRICK N. FORD	
ADDRESS OF APPELLANT 1086 ZION RD.		CITY BELLEFONTE	STATE PA	ZIP CODE 16823
DATE OF JUDGMENT 5/4/06	IN THE CASE OF (Plaintiff) PARIS CLEANERS		(Defendant) DONS AUTO	
DOCKET No. CV-0000069-06	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 			
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon Paris Cleaners appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2006-892-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To Paris Cleaners, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

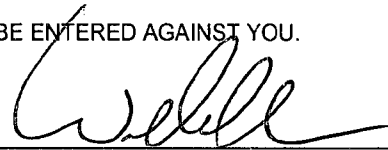
(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: JUNE 2, 2006

FILED

JUN 02 2006



Signature of Prothonotary or Deputy

William A. Shaw

Prothonotary/Clerk of Courts

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service **MUST BE FILED WITHIN TEN (10) DAYS AFTER** filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20____, ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20____ ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
PARIS CLEANERS, INC., T/D/B/A
P. O. BOX 1043
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
DONS AUTO
1086 ZION ROAD
BELLEFONTE, PA 16823

DONS AUTO - DON SMITH
1086 ZION ROAD
BELLEFONTE, PA 16823

Docket No.: **CV-0000069-06**
Date Filed: **2/14/06**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

☒ Judgment was entered for: (Name) **PARIS CLEANERS, INC., T/D/B/A**

☒ Judgment was entered against: (Name) **DONS AUTO**

in the amount of \$ **1,128.65** on: (Date of Judgment) **5/04/06**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on: _____

☐ This case dismissed without prejudice. _____

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical damages arising out of residential lease \$ _____

Amount of Judgment	\$ 1,053.15
Judgment Costs	\$ 75.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,128.65
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

5-4-06 Date **Patrick N. Ford -PNF**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**.

SEAL

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46th
Judicial District, County Of

CLEARFIELD, PA

NOTICE OF APPEAL

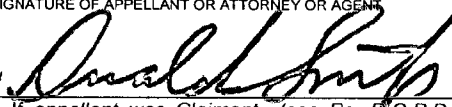
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2006-892-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT DONS AUTO		MAG. DIST. NO. 46-3-01	NAME OF D.J. PATRICK N. FORD	
ADDRESS OF APPELLANT 1086 ZION RD.		CITY BELLEFONTE	STATE PA	ZIP CODE 16823
DATE OF JUDGMENT 5/4/06	IN THE CASE OF (Plaintiff) PARIS CLEANERS		(Defendant) DONS AUTO	
DOCKET No. CV-0000069-06	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 			
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

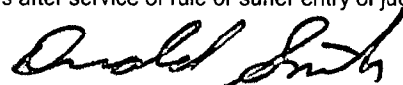
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon Paris Cleaners appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2006-892-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

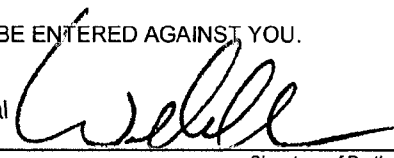
RULE: To Paris Cleaners, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing true and attested copy of the original statement filed in this case.

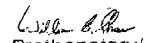
Date: JUNE 2, 2006

Signature of Prothonotary or Deputy

JUN 02 2006

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

Attest.


Prothonotary/
Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20____, ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20____ ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____.

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD

Address:

309 MAPLE AVENUE**PO BOX 452****DUBOIS, PA**

Telephone:

(814) 371-5321**15801**

DONS AUTO - DON SMITH
1086 ZION ROAD
BELLEFONTE, PA 16823

NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

PLAINTIFF:

NAME and ADDRESS

PARIS CLEANERS, INC., T/D/B/A
P. O. BOX 1043
DUBOIS, PA 15801

VS.

DEFENDANT:

NAME and ADDRESS

DONS AUTO
1086 ZION ROAD
BELLEFONTE, PA 16823

Docket No.: **CV-0000069-06**Date Filed: **2/14/06**

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for:

(Name)

PARIS CLEANERS, INC., T/D/B/A

Judgment was entered against:

(Name)

DONS AUTOin the amount of \$ **1,128.65** on:

(Date of Judgment)

5/04/06

Defendants are jointly and severally liable.

(Date & Time)



Damages will be assessed on:



This case dismissed without prejudice.

Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____Portion of Judgment for physical
damages arising out of residential
lease \$ _____

Amount of Judgment	\$ 1,053.15
Judgment Costs	\$ 75.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,128.65

Post Judgment Credits

\$

Post Judgment Costs

\$

=====

Certified Judgment Total \$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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5-4-06

Date

Patrick N. Ford - PNF

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

, Magisterial District Judge

My commission expires first Monday of January, **2012**.

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
PARIS CLEANERS, INC., T/D/B/A
P. O. BOX 1043
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
DONS AUTO
1086 ZION ROAD
BELLEFONTE, PA 16823

DONS AUTO - DON SMITH
1086 ZION ROAD
BELLEFONTE, PA 16823

Docket No.: **CV-0000069-06**
Date Filed: **2/14/06**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

- ☒ Judgment was entered for: (Name) **PARIS CLEANERS, INC., T/D/B/A**
- ☒ Judgment was entered against: (Name) **DONS AUTO**

in the amount of \$ **1,128.65** on: (Date of Judgment) **5/04/06**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____ William A. Shaw
Prothonotary/Clerk of Courts

☐ Portion of Judgment for physical damages arising out of residential lease \$ _____

FILED
JUN 07 2006

Amount of Judgment	\$ 1,053.15
Judgment Costs	\$ 75.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,128.65

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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5-4-06 Date **Patrick N. Ford - PNF**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**.

SEAL

CIVIL COMPLAINT

Magisterial District Number:

46-3-01

District Justice Name: Hon.

Patrick N. Ford

Address: 309 Maple Avenue

P.O. Box 452

DuBois, PA 15801

Telephone: (814)371-5321

PLAINTIFF:

NAME and ADDRESS

Paris Cleaner's Inc., t/d/b/a

Paris Uniform Rental

P.O. Box 1043

DuBois, PA 15801

VS.

DEFENDANT:

NAME and ADDRESS

Dons Auto

Attn: Don Smith

1086 Zion Road

Bellefonte, PA 16823

Docket No.:

CV-69-06

Date Filed:



	AMOUNT	DATE PAID
FILING COSTS	\$ 75.50	/ /
POSTAGE	\$	/ /
SERVICE COSTS	\$	/ /
CONSTABLE ED.	\$	/ /
TOTAL	\$ 75.50	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$1053.15 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiff and the Defendant entered into a contract whereby Plaintiff was to provide certain textile rental services to the Defendant for a period of 260 weeks. Plaintiff provided the services until September 7, 2005. Defendant however, neglected or refused to pay for the services provided as required under the terms of the contract. Defendant currently owes Plaintiff the sum of \$93.15 for its accounts receivable balance plus finance charges. In addition, Defendant terminated contract early. In so doing, Defendant is liable for liquidated damages above and beyond the account receivable balance in the amount of \$960.00. Therefore, the total damages requested by the Plaintiff are \$1053.15.

I, Shannon M. Leonard, verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Shannon M. Leonard
(Signature of Plaintiff or Authorized Agent)

Plaintiff's

Attorney: Christopher J. Shaw

Telephone: (814)375-9700

Address: P.O. Box 1043

DuBois, PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)**

PARIS CLEANERS, INC., t/d/b/a
PARIS UNIFORM RENTAL
Plaintiff

VS.

DON SMITH t/d/b/a
DON'S AUTO
Defendant

:
: No. 2006 - 892 - CD
:
: TYPE OF CASE: Civil Action
:
: TYPE OF PLEADING:
: Complaint
:
:
: FILED ON BEHALF OF:
: Plaintiff
:
: COUNSEL OF RECORD FOR
: THIS PARTY:
:
: CHRISTOPHER J. SHAW
: Pa. Sup. Ct. I.D. #46836
:
: Corporate Counsel
: Paris Companies
: 67 Hoover Ave.
: P.O. Box 1043
: DuBois, PA 15801
: (814) 375-9700 x 706

FILED
012:28304
JUN 21 2006

2cc
Atty C. Shaw
CJO

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

PARIS CLEANERS, INC., t/d/b/a
PARIS UNIFORM RENTAL
Plaintiff

VS.

DON SMITH t/d/b/a
DON'S AUTO
Defendant

:
:
:
:
: No. 2006 - 892 - CD
:
:
:
:

NOTICE TO DEFEND

You Have Been Sued In Court. If You Wish To Defend
Against The Claims Set Forth In The Following Pages, **YOU MUST
TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS
COMPLAINT AND NOTICE ARE SERVED**, By Entering A
Written Appearance Personally Or By Attorney And Filing In Writing
With The Court Your Defenses Or Objections To The Claims Set
Forth Against You. You Are Warned That If You Fail To Do So, The
Case May Proceed Without You And A Judgment May Be Entered
Against You By The Court Without Further Notice For Any Money
Claimed In The Complaint Or For Any Other Claim Or Relief
Requested By The Plaintiff. You May Lose Money Or Property Or
Other Rights Important To You.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT
ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD
ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO
FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
TELEPHONE: (814) 765-2641 Ext. 50-51**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

PARIS CLEANERS, INC. t/d/b/a
PARIS UNIFORM RENTAL
Plaintiff

VS.

DON SMITH t/d/b/a
DON'S AUTO
Defendant

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:
:
: No. 2006 – 892 - CD
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:

COMPLAINT

AND NOW, comes the Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL, by and through their attorney, Christopher J. Shaw, Esquire, and files the following Complaint against the Defendant, DON SMITH, t/d/b/a DON'S AUTO, and in support thereof avers as follows:

1. The Plaintiff is PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL, is a Pennsylvania Business Corporation having a principle business location of 67 Hoover Avenue, P.O. Box 1043, DuBois, Clearfield County, Pennsylvania 15801.

2. The Defendant, Don Smith, t/d/b/a Don's Auto, is an adult individual sui juris conducting business as a sole proprietorship located at 1086 Zion Road, Bellefonte, Pennsylvania 16823.

3. On or about March 16, 2000, Plaintiff, PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract whereby Plaintiff would provide textile rental services to Defendant for a period of 260 weeks of service effective on March 16, 2000 through March 15, 2005. Thereafter, the contract renewed for an additional term of 52 weeks when it was not terminated by Defendant as required by the expressed terms of the agreement. A copy of the fully executed agreement together with Addendum A thereto is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. The contract dated March 16, 2000 was executed by the Defendant, Don Smith, t/d/b/a Don's Auto.

5. Subsequent to the execution of the contract dated March 16, 2000, Plaintiff provided or attempted to provide the Defendant's textile rental needs pursuant to the terms of the contract until August 31, 2005.

6. Defendant's account was set up as Cash On Delivery. For approximately 6 to 8 weeks prior to August 31, 2005, Plaintiff would attempt to make deliveries and receive payment for services, but no one would be present at the location to receive the delivery or pay for services on the usual delivery day.

7. During the aforementioned 6 to 8 week period, Plaintiff also stopped by Defendant's location on Thursday on two separate occasions, and again no one was present at the location during ordinary business hours.

8. On August 31, 2005, Defendant called Paris and indicated that he was terminating Plaintiff's services. At no time prior to services being stopped

did Defendant terminate the contract at the end of a term or for poor quality issues as provided for in the contract.

9. At all times relevant hereto, Plaintiff fully performed all of its obligations under the terms of the Uniform Rental Agreement dated March 16, 2000.

10. At all times even subsequent to the breach, Plaintiff is/was prepared to fulfill its obligations under the contract.

11. Defendant has unilaterally and without just cause breached the terms of the Uniform Rental Agreement dated March 16, 2000, by refusing to accept and pay for textile rental services under the terms of the agreement.

12. Due to the breach of the contract by the Defendant, Plaintiff has suffered damages that would be difficult to quantify, and as a result, Plaintiff demands the liquidated damages provided for under the terms of the contract, specifically the purchase of the merchandise as follows: 24 shirts @ \$18.00 or \$432.00 plus 24 pants @ \$22.00 or \$528.00 or a total of \$960.00. The cost of the merchandise is greater than the other measure of liquidated damages specifically 50% of the weekly rental amount of \$31.74 for the remaining 29 weeks of the renewal term of the contract or \$460.23.

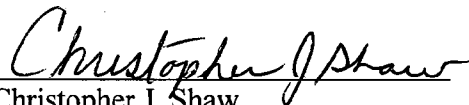
13. As a result of the breach of the contract by the Defendant, Plaintiff has been forced to engage the services of legal counsel to enforce the terms of the contract by collecting the contractual damages for the breach of this contract by the Defendant.

14. To date, including the attorneys fees incurred at the District Justice hearings in the amount of \$250.00 and the preparation of this complaint following Defendant's appeal, Plaintiff has expended the sum of \$350.00 plus additional costs in the amount of \$75.50 in legal fees enforcing it's rights under the terms of the agreement and will continue to incur additional attorneys fees throughout the litigation of the breach of contract action. Plaintiff, pursuant to the terms of the contract, demands that Defendant be ordered to pay Plaintiff's attorneys fees being those reasonably necessary attorneys fees incurred to enforce the terms of the agreement in a yet undeterminable amount and the additional costs of \$75.50.

15. In addition, Defendant never paid the Plaintiff for deliveries made on March 2, 2005 in the amount of \$24.81 or March 9, 2005 in the amount of \$31.48, and thus owes Plaintiff an additional \$56.29.

WHEREFORE, Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL demands judgment against the Defendant, DON SMITH, t/d/b/a DON'S AUTO in an amount of **\$1,441.79** together with interest in an amount of 1.5% per month from August 31, 2005, together with additional attorneys fees in an undetermined amount plus costs of suit.

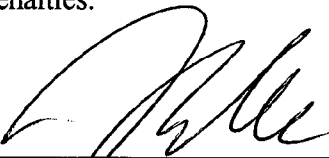
Respectfully,


Christopher J. Shaw
Attorney for Plaintiff

VERIFICATION

I, Jerry Black, Vice President of Uniform Rental, a division of Paris Cleaners Inc., state that I am a duly authorized agent of the Plaintiff of this Complaint. I have read the foregoing Complaint and affirm that the statements therein are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



Jerry Black

Dated: 6/21/06

23/1

ACCOUNT NAME: <u>Dons Auto</u>	TELEPHONE: (814) <u>355-9124</u>
DELIVERY ADDRESS: <u>1086 Zion Road</u>	FAX: ()
<u>Bellfonte, Pa 16823</u>	START DATE: <u>3-16-00</u>
BILLING ADDRESS:	CONTRACT #: <u>1021845</u>
	NEW: EXISTING: <input checked="" type="checkbox"/>
CONTACT NAME: <u>Don Smith</u>	PAYMENT TERMS: <u>C.O.D.</u>

RENTAL AGREEMENT

This agreement is made the 16 day of March, 2000 between Paris Cleaners, Inc., dba Paris Uniform Rental, (hereinafter called "Paris") and Dons Auto Service (hereinafter called "Customer"). The Customer agrees to rent and pay for all of Customer's requests for garments and other items (Merchandise) and related services in accordance with the schedule, charges, terms and conditions contained herein.

<u>1</u> EMPLOYEES WITH <u>6</u> CHANGES PER WEEK <u>several</u> GARMENT <u>SP14RN/9393RMS</u> WEEKLY CHG. <u>14.04</u>	
EMPLOYEES WITH CHANGES PER WEEK <u>Change</u> GARMENT WEEKLY CHG.	
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ALLIED PRODUCTS

ITEM DESCRIPTIONS	UNIT PRICE	FREQ.	INV.	MIN. USAGE %	REPL. COST	AUTO REPL. %
<u>4x6 Brown Mas</u>	<u>6.37</u>	<u>2</u>	<u>1</u>	<u>100%</u>		
<u>18x18 Red Invel</u>	<u>.09</u>	<u>1</u>	<u>100</u>	<u>50%</u>	<u>.37</u>	<u>2%</u>

EQUIPMENT INSTALLED

APPLICABLE CHARGES

UNITS	DESCRIPTION	PRICE	✓	Preparation Charges	\$1.00/garment
			✓	Personal Name Emblem	\$1.00/emblems
			✓	Company Name Emblem	\$2.50/emblems
			✓	Environmental Charge	/del./loc.

SPECIAL CONDITIONS

The Customer warrants that it is not under contract with any other Party for furnishing of garments or other rental items covered by this Agreement or available from Paris.

Donald Smith DONALD SMITH
NAME OF PERSON AUTHORIZED TO SIGN (print)

owner 3-20-00
TITLE DATE

Donald Smith
AUTHORIZED SIGNATURE

Dante DiLorio
PARIS REPRESENTATIVE NAME (print)

Dante DiLorio
SIGNATURE - PARIS REPRESENTATIVE

3-23-00
PARIS GENERAL MANAGER

TERMS

This Agreement is effective on the date hereof ("Anniversary Date"), or from the date Merchandise is first installed on Customer's premises, whichever is later, and shall continue for 260 consecutive weeks. Renewal will be automatic for another 52 consecutive service weeks unless terminated earlier pursuant hereto. Either party may terminate this agreement at the end of any period and must give the other written notice of termination at least 60 days before the end of the then current contract term by certified mail, return receipt requested. The terms of this Agreement shall apply to all increases or additions in Merchandise and related services.

LOSSES

Merchandise supplied to Customer under this Agreement is the property of Paris. Merchandise that is lost or damaged, or is not returned upon termination, shall be paid for by Customer at the following rates:

Shirts - \$18.00	Pants - \$22.00
Coveralls - \$35.00	Jackets - \$34.00

INVENTORY

Customer may increase or reduce the garments and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer is obliged to notify Paris immediately of an employee's termination and to immediately return the garments issued to that employee. No more than 50% of garments or other rental items serviced under this agreement can be cancelled prior to expiration date. The weekly rental charges will continue until the later of the return of all garments or the expiration of the agreement.

PRICE

Upon each anniversary date of this agreement, the prices then in effect shall be automatically increased by 2.5%. Customer agrees to pay supplier for the services at the prices and terms agreed to on the reverse side of this form. In addition, charges may be imposed or changed from time to time by separate written notice or by notation on Customer's invoice. Customer may reject such increased or additional charges by notifying Paris in writing within ten days after receipt of notice of such charges. Should the customer reject the new price the supplier may at its option cancel this service agreement and be relieved of further liability from that date forward.

QUALITY/SERVICE

Paris agrees that its quality of merchandise and processing shall be comparable to generally accepted standards from a commercial laundry. Paris agrees to replace promptly any Rental Items that do not meet this standard at no cost to the Customer. Paris agrees to maintain a regular delivery schedule. In the event that such service should fail, through no fault of the Customer, Paris shall make such special deliveries at no charge to the Customer to rectify the service failure. It is agreed upon that if the Customer finds the service to be unacceptable from commercial laundry standards, the customer will send by certified mail, a list of service deficiencies and/or examples to Paris. Paris will have a period of 60 days to correct those problems raised in the letter. After 60 days any deficiencies which have been communicated to Paris and which were not corrected are cause for termination of the service agreement. Termination notification must be in writing and mailed to Paris within ten days of the end of the sixty day period.

FLAMMABILITY

Unless specified in writing herein, the Merchandise supplied under this Agreement is not flame retardant or resistant to hazardous substances and contains no special flame retardant or hazardous substance resistant features; it is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify and hold Paris harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by company as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer is obliged to notify Paris of any toxic or hazardous substance introduced by Customer onto Merchandise and agrees to be responsible for any loss, damage or injury experienced by Paris or its employees as a result of the existence of such substances. Paris reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances.

PAYMENT/REMEDIES

Paris will furnish the Customer with an invoice at the time of each delivery. Payment is due within ten days of invoice. Only authorized accounts will receive a monthly statement, which must be paid within ten days of receipt. A finance charge of 1.5% will be added to the balance if not paid within sixty days of invoice date. All delinquent charge accounts may be put on C.O.D. In the event that Customer defaults in performance of any provision of this agreement, Paris shall have the right, at its option, to suspend performance of its obligations hereunder until customer has cured all such defaults and provided Paris with reasonable assurance satisfactory to it, as future defaults will not occur. Customer shall during any such suspension period remain liable to Paris for the liquidated damages for the remainder of the term or until the default has been cured and assurance of future performance satisfactory to Paris has been provided.

LIQUIDATED DAMAGES

If customer should breach or terminate this Agreement except in accordance with the paragraph Quality/Service, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of average weekly charges during the 3 months prior to termination multiplied by the weeks remaining in the unexpired term; or, buy Merchandise at the terms stated above, whichever is greater; and pay all loss or damage charges and all unpaid invoices or statements.

AGREEMENT

This agreement shall be binding on supplier and customer and their respective heirs and successors for the terms of the agreement. This agreement may not be assigned by customer without the prior written consent of Paris. Any such assignment that may be consented to shall not relieve Customer of ongoing liability. The customer shall pay all costs including reasonable attorney fees or arbitration fees incurred by Paris enforcing any terms of this agreement. If any provision hereof is determined to be invalid by a court of competent jurisdiction the remaining terms and conditions hereof shall remain in full force and effect. Any litigation under this agreement must be commenced and conducted before the court of Common Pleas of Clearfield County. Both parties consent to said court exercising jurisdiction. This agreement shall be governed by and construed in accord with laws of the Commonwealth of Pennsylvania.

FILED 1001 Cert of
0/11:45 am disc issued
OCT 19 2006 to Atty Shaw
JUN 4 copy to CIA
William A. Shaw
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION-LAW)

PARIS CLEANERS, INC., t/d/b/a
PARIS UNIFORM RENTAL,
Plaintiff

VS.

DON SMITH t/d/b/a
DON'S AUTO
Defendant

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NO. 2006 - 892 - CD

PRAECIPE TO SETTLE DISCONTINUE & END

TO: William A. Shaw, Prothonotary

Please mark the above captioned matter settled, discontinued and ended. Plaintiff
& Defendant have reached an amicable resolution of the matter. All costs associated
with the action have been paid.

October 18, 2006
Date

Christopher J. Shaw
Christopher J. Shaw, Esquire
Corporate Counsel
Paris Cleaner's, Inc.
67 Hoover Avenue, P.O. Box 1043
DuBois, PA 15801
(814) 375 - 9700 ext. 706

FILED 10/11/06
OCT 19 2006
William A. Shaw
Prothonotary/Clerk of Courts
10/11/06 11:45 am
disc issued
to Atty Shaw
& copy to C/A



October 18, 2006

William A. Shaw
Prothonotary of Clearfield County
230 East Market Street
P.O. Box 549
Clearfield, PA 16830

Re: Paris Cleaners Inc. v. Don Smith t/d/b/a Don's Auto
No. 06 - 892 - CD

Dear Mr. Shaw:

Enclosed for filing please find an original and copy of a Praeipie to Settle, Discontinue and End the above referenced case. Could you please return a certified copy to me in the enclosed self addressed stamped envelope? Thank you for your cooperation in this regard.

Very truly yours,

Christopher J. Shaw

CJS/ms

PARIS COMPANIES

PARIS UNIFORM RENTAL & SUPPLY • PARIS HEALTHCARE LINEN SERVICE
PARIS CLEANERS, INC. • HOUR GLASS CLEANERS
67 HOOVER AVE. • P.O. BOX 1043 • DuBOIS, PA 15801-1043
PHONE (814) 375-9700 • FAX (814) 375-4567

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Paris Cleaners

Vs.

No. 2006-00892-CD

Dons Auto

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 19, 2006, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Don's Auto .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of October A.D. 2006.



William A. Shaw, Prothonotary