

2006-961-CD

**SECTION 00620
NO LIEN AGREEMENT**

PROJECT: **Proposed Office Facility-Re-Bid**
203 South Third Street
Clearfield, PA 16830

THIS AGREEMENT, made and entered into this 18th day of May, 2006, by and between the Clearfield County housing Authority, hereinafter designated as Owner, and Montgomery Bros. Heating & Plumbing, hereinafter designated as Contractor.

WITNESSETH:

That by a certain contract, of even date herewith, the Contractor, in consideration of the covenants to be performed and payments to be made by or on account of the Owner, did covenant and agree to furnish all labor and materials and perform all work necessary to complete in the most substantial manner and to the satisfaction and acceptance of the Owner.

NOW, THEREFORE, the Contractor, in consideration of the sum of One (\$1.00) Dollar and of the covenants and provisions in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, as follows:

The Contractor will not at any time suffer or permit any mechanics' lien, or any other lien, attachment or other encumbrance, under any laws, regulations or orders, Federal, State or local, or otherwise, by any person or persons, whomsoever, to be put or remain on the building or premises, into or upon which any work is done or labor or materials are furnished under the Contract, for such work, labor or material or by reason of any other claim or demand against the Contractor, and the Contractor will not put any materials on said building to which the Contractor has not obtained absolute title, and the Contractor agrees further, that any mechanics' or other lien, attachment, or other encumbrance or claim of a third party, however, arising (whether through the contractor's or the Clearfield County Housing Authority or any other person's action or inaction and whether valid or invalid) until it is removed shall preclude any and all claim or demand for any payment whatsoever under or by virtue of this Contract, and in the event the same is not removed the Clearfield County Housing Authority at its discretion may remove the same at the expense (including legal fees) of the Contractor, and without regard to the validity or invalidity thereof.

The Contractor expressly agrees further, that no lien shall be attached to the real estate, buildings or structures or any other improvements of the Clearfield County Housing Authority either on behalf of the Contractor herein or on behalf of any subcontractor, mechanic, journeyman, laborer, materialman, or person performing labor upon or furnishing materials or machinery or other equipment or other property for such improvements or premises of said Clearfield County Housing Authority, or on behalf of any other person. Neither the Contractor nor any other person supplying any materials, equipment, machinery or other property, or performing work or labor in or upon the building or the work included in this Contract shall have the right to file a mechanics' lien or claim or any other lien or claim of any nature whatsoever against the building or premises. Should the Clearfield County Housing Authority request it, Contractor agrees to execute any supplemental stipulation or other agreement deemed by the Clearfield County Housing Authority desirable or necessary for the purpose of making the no lien provision of this Contract a matter of record, or the Clearfield County Housing Authority, at the option of the Clearfield County Housing Authority, may file this Contract or a counterpart or executed copy thereof.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals, the say and year first written.

ATTEST

Pamela A. Murtiff
Witness

Notarial Seal
Pamela A. Murtiff, Notary Public
City Of Altoona, Blair County
My Commission Expires Sept. 9, 2006
Member, Pennsylvania Association Of Notaries

Montgomery Bros. Plumbing & Heating
5-22-06
Contractor

ATTEST

Beverly Hawhead
Witness

FILED

Clearfield County Housing Authority
[Signature]
Executive Director

JUN 15 2006 PM 4:20.00
93:54

William A. Shaw
Notary Public