

08-1005-CD
Altoona Roofing Co vs Clearfield S. D.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Affant Roofing Co. Inc.
(Plaintiff)

CIVIL ACTION

111 N. 5th Ave.
(Street Address)

No. 2008-1005-CD

Affant, Pa. 16601
(City, State ZIP)

Type of Case: Civil

Type of Pleading: no lien

vs.

Clearfield School District
(Defendant)

Filed on Behalf of:

(Plaintiff/Defendant)

438 River Rd.
(Street Address)

FILED No CC
07/12/15 CM pd \$20.00
JUN 02 2008 Pift.
WMS

Clearfield, Pa. 16830
(City, State ZIP)

William A. Shaw
Prothonotary/Clerk of Courts

Barton B. Wise Sr.
(Filed by)

225 E. 2nd Ave.
(Address)
Afftona, Pa. 16602
814-942-7663
(Phone)

Barton B. Wise Sr.
(Signature)

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

CONTRACTOR: Altoona Roofing Company, Inc.

111 N 5th Avenue

Altoona PA 16601

NO-LIEN AGREEMENT

AND

NO. _____

Clearfield Area School District
438 River Road
Clearfield, PA 16830

WHEREAS, the parties hereto did on the 2nd day of June, 2008, enter into an agreement (hereinafter the "Contract"), therein and whereby said Contractor undertook and agreed to furnish all materials, labor and equipment, etc., to complete the work for Capital Improvement Projects - Centre/Bradford ES Re-Roofing, Re-paving; HS Office Renovation for the Clearfield Area School District, located at 438 River Road, Clearfield, PA 16830.

NOW, THEREFORE, the Contractor for itself and any and all subcontractors, materialmen and parties acting for, through or under the Contractor or for, through or under any of them, does covenant and agree that it 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 this Contract, for such work, labor or material, or by reason of any other claim or demand against the Contractor, and the Contractor has not obtained absolute title; and the Contractor agrees, further, that any mechanics' lien, materialmen's lien or any other lien, attachment or other encumbrance or claim of a third party, however arising (whether through the Contractor's or Owner's or any other persons 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 the Contract, and in the event that same is not removed, the Owner at its discretion may remove 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 attach to the real estate, building, structures, or any other improvement to the Owner either on behalf of the Contractor herein or on behalf of any subcontractor, mechanic, journeyman, laborer, materialman or person performing improvement or premises of said Owner, 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 mechanic's lien against the building or premises.

Contractor warrants and represents that at the time of execution hereof no work of any kind has been done and no materials of any kind have been furnished, delivered or ordered in connection with the performance of this Contract of any supplemental contract for extra work.

This stipulation and waiver is made and intended to be filed with the Clearfield County Prothonotary within ten (10) days after the date hereof, in accordance with the requirements of Act of Assembly of Pennsylvania, in such case provided.

In WITNESS WHEREOF, we have hereunto set our hands and seals, intending thereby to become legally bound this 2nd day of June, 2008.

OWNER:

CLEARFIELD AREA SCHOOL DISTRICT
438 RIVER ROAD
PO BOX 710
CLEARFIELD, PA 16830

ATTEST:

Capital L. Snyder

CONTRACTOR:

Altoona Roofing Company, Inc.

WITNESS:

BY: Barton B. Weischedl (President)