

MECHANIC'S LIEN AFFIDAVIT

State of _____

Date: _____

County of _____

To All Whom It May Concern:

Whereas, the undersigned, _____ (Contractor), have entered into a construction contract dated _____ pursuant to which the New Kensington-Arnold School District, Westmoreland County, Pennsylvania, agreed to pay a certain sum of money and _____ (Contractor) agreed to render services as a contractor for construction Project known as _____ (the "Project") located at _____ (the "Premises").

NOW THEREFORE, KNOW YE:

That we the undersigned for and in the consideration of payment for work, services, materials or equipment provided, as set forth in the Contract Documents, do hereby agree to waive and release any and all lien or claim or right to lien or claim arising under and by virtue of the general labor and mechanic lien laws of Pennsylvania on account of labor or materials, or both, furnished said New Kensington-Arnold School District for the aforesaid Project, at such time as payment is received for said work, services, materials or equipment provided, which shall to be set forth in a separate No-Lien Agreement pertaining to the specific work, services, materials or equipment provided, and which shall be executed periodically at the request of New Kensington-Arnold School District, upon receipt of payment, in accordance with the mechanic lien laws of Pennsylvania.

It is also understood and agreed that Contractor shall, to the fullest extent permitted by law, hold harmless, and defend the Owners, their agents and employees from and against any and all claims, damages, lawsuits, losses and expense, including but not limited to attorneys fees, arising or resulting from the performance of the work, or the supplying or use of materials, by any parties.

If the Owner, in good faith, notifies Contractor of any such claim, damage, lawsuit, loss, expense or other such injury and demands indemnification or defense from the Contract and if the Contractor refuses to assume its obligation, the Contractor agrees to pay the Owner reasonable attorneys fees, court costs and other legal expenses incurred by Owner in enforcing this paragraph.

Given under our hand and seal this _____ day of _____,

Contractor (Company)By: _____
(Authorized Signature)_____
Type Authorized Name

Title: _____

SWORN AND SUBSCRIBED
BEFORE ME, THIS _____ DAY
OF __________
Notary Public