

STIPULATION

THIS AGREEMENT made and concluded this _____
between _____, **HUSBAND AND WIFE,**
parties of the first part (hereinafter called **OWNERS**).

and

_____, party of the second part
(hereinafter called **CONTRACTOR**).

 **WHEREAS**, the said parties have by a duly executed Agreement under seal, bearing even date herewith, entered into a written contract for the erection and completion of a residential dwelling to be erected on land, known as _____

_____ more particularly bounded and described on attached legal description, in which Agreement the Contractor covenanted, promised and agreed that no mechanics' claims or liens should be entered and filed against the said building or buildings or any part thereof, or the curtilage or curtilages appurtenant thereto,

NOW, THIS AGREEMENT WITNESSETH: That Contractor for and in consideration of the awarding to him by Owner of said contract as aforesaid, as well as the further consideration of One (\$1.00) Dollar to him paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby covenant, promise and agree that no mechanics' liens or claim or other lien or claim of any kind whatsoever shall be filed against the said building or buildings or the curtilage or curtilages appurtenant thereto, by Contractor or by any sub-contractor, materialmen or laborers for work done or materials furnished under said contract for and about said building or buildings or any part thereof, or on credit thereof, and that all sub-contractors, materialmen, and laborers on said work shall look to and hold Contractor personally liable for all sub-contractors, 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 said contract for and about the erection, construction and completion of said buildings as aforesaid, or under any contracts for extra work, or for work supplemental thereto, or otherwise

AND, in order to give the Owner full power and authority to protect himself and the lot or lots of ground against any and all claims filed by the Contractor or anyone acting under or through him or it in violation of the foregoing covenants, the said Contractor for himself, themselves, itself, hereby irrevocably authorizes and empowers any Attorney of any (Courts of Common Pleas of the Commonwealth of Pennsylvania, to appear for him, them, it, or any of them, in any of the said Court of Common Pleas as Attorney for him, them or it and in his, their, its, name, mark satisfied of record at the cost and expense of the Contractor or of any Sub-Contractor or Materialman, or Materialmen, any and all claims or claim, lien or liens, tiled by or for the Contractor, or any Sub-Contractor or Materialman, or in his or their name against said building or buildings, lot or lots of ground or any part thereof and for such act or acts this shall be good and a sufficient warrant and authority, and a reference to the Court, Term and Number in which and where this Agreement shall have been filed shall be sufficient exhibit of the authority herein contained to warrant such action, and the Contractor for himself, themselves, itself, do hereby remise, release and quit-claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in anywise touching or concerning the same.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals dated the say and year first above written.

WITNESSES PRESENT:

BY: (Seal)
(Contractor)

(Seal)
(Owner)

(Seal)
(Owner)