

# Requirements for a Missouri Mechanic's

## Lien

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A Mechanic's lien is a statutory creation granting general contractors, subcontractors, suppliers, and laborers the right to file a lien against a property. Its purpose is to ensure individuals are paid for the services they render and the materials they supply to the improvement of real property. Even though a mechanic's lien can be a powerful tool to be used, its requirements must be met in order to be entitled to its benefits. Otherwise, criminal penalties may be associated, if it can be shown that a contractor intended to defraud. Therefore, it is important to understand these precepts and comply with them. This article explores these regimented requirements as it relates to the original contractor. The Missouri Supreme Court has clarified that the original contractor is "[o]ne who makes a contract to perform labor or furnish materials with the then owner of the property." *Vasquez v. Village Center, Inc.*, 362 S.W.2d 588, 593 (Mo. 1962).

First and foremost, the original contractor must provide the property owner with written notice of the owner's right to obtain lien waivers. This disclosure may be given at any of the following points in the project: (a) when the contract is executed; (b) upon delivery of the materials; (c) upon commencement of the work; or (d) delivered with the first invoice.

Not only does the original contractor have to comply with this notice requirement, but the statute also dictates the exact language it must contain and its font size. Specifically, the notice must be in ten-point **bold** type, and state the following:

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### **NOTICE TO OWNER**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

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Additionally, for an original contractor to avail itself to the benefits of a mechanic's lien, the original contractor must, within six months after the indebtedness is deemed to accrue or the last day it provided labor or materials for the project, file a lien statement "with the clerk of the circuit court of the proper county." After a lien statement has been filed, then a contractor may bring a lawsuit to enforce the lien. This step is also governed by a strict time frame of within six months of filing the lien statement. The failure of a contractor to comply with these time requirements will render the lien null.

As the aforementioned demonstrates, in order to elicit the benefits of a mechanic's lien, a contractor must comply with specific requisites. Nevertheless, these benefits are worth the burden to ensure one is paid for their labor and/or materials.