

LAW OFFICES OF LEONARD KOMEN, P.C.  
7733 Forsyth Blvd., Ste. 2000  
St. Louis, MO 63105

Tel: (314) 862-3535  
Fax: (314) 726-2340  
Cell: (314) 651-1601  
lenkomen@komenlaw.com

## **THE MISSOURI MECHANICS LIEN STATUTE**

Missouri's statute says:

“429.012. Original contractor to have lien, when ) requirements, failure to provide notice, penalty, exception ) agents, insurance companies or escrow, accepting fraudulent lien waiver or false affidavit for gain, penalty. )

1. Every original contractor, who shall do or perform any work or labor upon, or furnish any material, fixtures, engine, boiler or machinery for any building, erection or improvements upon land, or for repairing the same, under or by virtue of any contract, or without a contract if ordered by a city, town, village or county having a charter form of government to abate the conditions that caused a structure on that property to be deemed a dangerous building under local ordinances pursuant to section 67.410, RSMo, shall provide to the person with whom the contract is made or to the owner if there is no contract, prior to receiving payment in any form of any kind from such person, (a) either at the time of the execution of the contract, (b) when the materials are delivered, (c) when the work is commenced, or (d) delivered with first invoice, a written notice which shall include the following disclosure language in ten-point bold type:

### **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.**

2. Compliance with subsection 1 of this section shall be a condition precedent to

the creation, existence or validity of any mechanic's lien in favor of such original contractor.

3. Any original contractor who fails to provide the written notice set out in subsection 1 of this section, with intent to defraud, shall be guilty of a class B misdemeanor and any contractor who knowingly issues a fraudulent lien waiver or a false affidavit shall be guilty of a class C felony.

4. The provisions of subsections 1 and 2 of this section shall not apply to new residences for which the buyer has been furnished mechanics' and suppliers' lien protection through a title insurance company registered in the state of Missouri.

5. Any settlement agent, including but not limited to any title insurance company, title insurance agency, title insurance agent or escrow agent who knowingly accepts, with intent to defraud, a fraudulent lien waiver or a false affidavit shall be guilty of a class C felony if the acceptance of the fraudulent lien waiver or false affidavit results in a matter of financial gain to:

(1) The settlement agent or to its officer, director or employee other than a financial gain from the charges regularly made in the course of its business;

(2) A person related as closely as the fourth degree of consanguinity to the settlement agent or to an officer, director or employee of the settlement agent;

(3) A spouse of the settlement agent, officer, director or employee of the settlement agent; or

(4) A person related as closely as the fourth degree of consanguinity to the spouse of the settlement agent, officer, director or employee of the settlement agent.”

\*\*\*\*\*

***Use of this Web Site and review of this Article does not create an attorney-client relationship. The law and its application by the courts is constantly evolving and changing. As with all memoranda in these archives, the discussion of the law is for general informational purposes, is in general summary form, is not to be taken as a definitive guide, and should not be relied upon to determine all fact situations. Each set of facts must be examined separately with the current case and statutory law analyzed and applied accordingly.***