

License for Use of Mechanics Lien Forms

October 16, 2007

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I. Ways Out of This Agreement

You are not forced to accept the terms of this agreement. If you disagree with any term stated in this agreement, you have many options other than to agree. You may (1) negotiate with the Copyright Holder for different terms, (2) use lien documents that are currently produced by many other publishers, (3) refrain from using any lien documents at all, and/or (4) create any other legal option you may wish.

If you have at one time agreed to the terms of this agreement but wish to withdraw, you may cease to incur new obligations by ceasing to use the Forms. However, doing so will not release you from liability arising from breaches of this agreement you committed while using the Forms.

II. Who is Party to This Agreement

This agreement is also called a license. It governs the way in which you may use the Forms (defined below). The Copyright Holder is Thomas J. Westgard, whose contact information is included on <http://www.lienmechanics.com>, a website. You are someone who uses a Form. If you use a Form, you agree to these terms. Using a Form includes filling out information in the blank spaces of a Form, signing a Form (excluding notaries acting only as notaries), filing or knowingly permitting a Form to be filed with a Recorder of Deeds on title to your real property, or directing any other person to do any one or more of the three things just listed.

III. What are the Forms

The Forms governed by this agreement are the documents made publicly available in .pdf format on the web page found at the URL <http://www.lienmechanics.com/forms.html>, which include spaces where information relating to mechanics lien claims may be written. A definitive list of those forms is published on the same web page.

IV. Who May Use the Forms

The Forms may be used only by those who (1) provide work or materials which may form the basis of a valid Illinois mechanics lien, (2) own of real property to which someone has within two years or less provided work or materials which may form the basis of a valid Illinois mechanics lien; (3) are the licensed attorneys of someone described in (1) or (2), and (4) by professors and students at ABA-accredited law schools while engaged in the study of Illinois mechanics lien law. If any such person is a corporation or other juridical entity, the Forms may

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be used only by individuals authorized to act on behalf of that juridical entity. In addition to the above, authorization to use the Forms requires that you intend to use them for the purposes stated in the paragraph of this agreement that lists permissible purposes.

V. Changes, Expiration, and Cancellation of the License

The Forms and this agreement governing them will change periodically. You agree to check the website frequently for updated Forms and other information, including changes to this agreement. You are bound by the agreement as it stands at the time you use a Form. If you disagree with changes to this agreement, your options are noted above.

Your license to use the Forms will continue in perpetuity unless affirmatively revoked or cancelled by the Copyright Holder. The Copyright Holder retains the right to revoke or cancel your license at any time and for any reason.

You are free to use documents produced by other publishers and, in the event you wish to use a document in a way inconsistent with this agreement's requirements for the Forms, you are encouraged to use other documents. You may use documents from other publishers without affecting this agreement.

VI. Purposes

The Copyright Holder provides the Forms to the general public for free for multiple purposes, which are listed here. You agree to use the Forms only in ways that are consistent with all of the following three permissible purposes.

Purpose 1: to educate the public on the nature of the law governing mechanics lien claims as applied to real property within the State of Illinois. Purpose 2: to assist participants in construction projects and their attorneys who are licensed to practice in the State of Illinois in completing lien transactions as applied to real property within the State of Illinois. Purpose 3: to publicize the existence of the educational website found at <http://www.lienmechanics.com>.

You acknowledge that mechanics lien law varies greatly from state to state. You acknowledge that the Forms take into account only the law of the State of Illinois, and as such are utterly useless for properly asserting a claim in any jurisdiction other than the State of Illinois, and you agree not to attempt to use the Forms in that fashion.

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VII. Copying the Forms

You may make and keep up to thirty unaltered copies of a Form at a time, but only for the purposes stated in the paragraph of this agreement that lists permissible purposes. You agree to check the website frequently for updated Forms and other information. If you have fully or partially completed a Form as part of exercising or managing a lien claim, you may make as many copies as are needed to complete the transaction and keep records of any negotiation process, but the alterations must be done in a way that is in accordance with the paragraph of this agreement restricting alterations to the forms.

VIII. Alterations to the Forms

To protect the integrity of the Forms, you may make only handwritten changes to the Forms. To remove text inapplicable to your case, you may cross out or strike through the undesired text. You may not add or remove any text or other marking from the form in a way that obscures the fact that an alteration to the form was made.

You need not include the Instructions Pages when filing a Form with the Recorder of Deeds.

When filing a Form with the County Recorder of Deeds, you may add pages to the Form for the purpose of clarifying a part of the information contained in the Form, including without limitation adding a legal description or contract document. However, you must do so in a way that does not appear to a casual observer that these added documents were part of the original blank Form.

Making alterations to the Forms, and in particular removing the references to the website <http://www.lienmechanics.com>, may cause significant damage to persons who use those altered Forms. Among other purposes, the references to the website are designed to disseminate updates of the Forms and other information, to keep the Forms compliant with the law, which changes constantly. Removing references to the website may cause the use of out-of-date Forms, which may cause the loss of significant legal rights, such as the value of a lien, or the loss of the real property at stake. If you intentionally alter the Forms in a way that obscures the fact that an alteration was made, or if you distribute such a Form to anyone else, or if you use such a Form to assert a lien claim, you agree to pay the value of any right lost as a consequence of that alteration. Such an alteration is a theft of the intellectual property that comprises the Forms. Lien claimants and property owners are intended third-party beneficiaries of this paragraph.

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IX. Notices

You agree to include an accurate street address where you will accept notice and service of process on every Form you use; failure to include an address clearly marked as yours means that you agree to accept notice and service of process at any of the other addresses included on the Form you used; provided however that the Copyright Holder shall exercise good faith in sending notice and/or service of process to the address stated on that Form that is most likely to result in actual notice to you of the notice or service of process provided. You agree to provide notice and/or service of process to the Copyright Holder at his address stated on <http://www.lienmechanics.com/contact.html>.

X. Governing Law

You agree that this agreement has been negotiated and entered into in Cook County, in the State of Illinois. You agree that any dispute under this agreement will be litigated in Cook County, in the State of Illinois.

XI. Separability

If any portion of this agreement is deemed unenforceable, the remaining provisions will remain in effect and enforceable.

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