

State	Statutory Code	Statutory Language	Case Law Language	Case Law Citation
Alabama	Ala. Code 35-11-210	<p>Every mechanic, person, firm, or corporation who shall do or perform any work, or labor upon, or furnish any material, fixture, engine, boiler, waste disposal services and equipment, or machinery for any building or improvement on land, or for repairing, altering, or beautifying the same, under or by virtue of any contract with the owner or proprietor thereof, or his or her agent, architect, trustee, contractor, or subcontractor, upon complying with the provisions of this division, shall have a lien therefor on such building or improvements and on the land on which the same is situated, to the extent in ownership of all the right, title, and interest therein of the owner or proprietor, and to the extent in area of the entire lot or parcel of land in a city or town; or, if not in a city or town, of one acre in addition to the land upon which the building or improvement is situated; or, if employees of the contractor or persons furnishing material to him or her, the lien shall extend only to the amount of any unpaid balance due the contractor by the owner or proprietor, and the employees and materialmen shall also have a lien on the unpaid balance. But if the person, firm, or corporation, before furnishing any material, shall notify the owner or his or her agent in writing that certain specified material will be furnished by him or her to the contractor or subcontractor for use in the building or improvements on the land of the owner or proprietor at certain specified prices, unless the owner or proprietor or his or her agent objects thereto, the furnisher of the material shall have a lien for the full price thereof as specified in the notice to the owner or proprietor without regard to whether or not the amount of the claim for the material so furnished exceeds the unpaid balance due the contractor, unless on the notice herein provided for being given, the owner or proprietor or his or her agent shall notify the furnisher in writing before the material is used, that he or she will not be responsible for the price thereof. The notice may be given in the following form, which shall be sufficient:</p> <p>“To, owner or proprietor:</p> <p>“Take notice, that the undersigned is about to furnish, your contractor or subcontractor, certain material for the construction, or for the repairing, altering, or beautifying of a building or buildings, or improvement or improvements, on the following described property:</p>		
Alaska	AS 34.35.050	<p>A person has a lien, only to the extent provided under this chapter, to secure the payment of the contract price if the person</p> <p>(1) performs labor upon real property at the request of the owner or the agent of the owner for the construction, alteration, or repair of a building or improvement;</p> <p><u>(2) is a trustee of an employee benefit trust for the benefit of individuals performing labor on the building or improvement and has a direct contract with the owner or the agent of the owner for direct payments into the trust;</u></p> <p>(3) furnishes materials that are delivered to real property under a contract with the owner or the agent of the owner that are incorporated in the construction, alteration, or repair of a building or improvement;</p> <p>(4) furnishes equipment that is delivered to and used upon real property under a contract with the owner or the agent of the owner for the construction, alteration, or repair of a building or improvement;</p> <p>(5) performs services under a contract with the owner or the agent of the owner in connection with the preparation of plans, surveys, or architectural or engineering plans or drawings for the construction, alteration, or repair of a building or improvement, whether or not actually implemented on that property; or</p> <p>(6) is a general contractor.</p>		
Arizona	A.R.S. 33-981	<p>A. Except as provided in §§ 33-1002 and 33-1003, every person who labors or furnishes professional services, materials, machinery, fixtures or tools in the construction, alteration or repair of any building, or other structure or improvement, shall have a lien on such building, structure or improvement for the work or labor done or professional services, materials, machinery, fixtures or tools furnished, whether the work was done or the articles were furnished at the instance of the owner of the building, structure or improvement, or his agent.</p> <p>B. Every contractor, subcontractor, architect, builder or other person having charge or control of the construction, alteration or repair, either wholly or in part, of any building, structure or improvement is the agent of the owner for the purposes of this article, and the owner shall be liable for the reasonable value of labor or materials furnished to his agent.</p> <p>C. A person who is required to be licensed as a contractor but who does not hold a valid license as such contractor issued pursuant to title 32, chapter 101 shall not have the lien rights provided for in this section.</p> <p>D. A person required to give preliminary twenty day notice pursuant to § 33-992.01 is entitled to enforce the lien rights provided for in this section only if he has given such notice and has made proof of service pursuant to § 33-992.02.</p> <p>E. A person who furnishes professional services but who does not hold a valid certificate of registration issued pursuant to title 32, chapter 12 shall not have the lien rights provided for in this section.</p> <p>F. A person who furnishes professional services is entitled to enforce the lien rights provided for in this section only if such person has an agreement with the owner of the property or with an architect, an engineer or a contractor who has an agreement with the owner of the property.</p>	<p>Union fringe-benefit trust funds were “persons furnishing labor” that were entitled to file mechanics' liens to recover money owed by a contractor, where trust funds were part of the consideration which the contractor agreed to pay for the services of labor and were part of the compensation owed to the employees.</p>	<p>Performance Funding, L.L.C. v. Arizona Pipe Trade Trust Funds (App. Div. 1 2002) 203 Ariz. 21, 49 P.3d 293</p>
Arkansas	A.C.A. 18-44-101	<p>(a) Every contractor, subcontractor, or material supplier as defined in § 18-44-107 who supplies labor, services, material, fixtures, engines, boilers, or machinery in the construction or repair of an improvement to real estate, or any boat or vessel of any kind, by virtue of a contract with the owner, proprietor, contractor, or subcontractor, or agent thereof, upon complying with the provisions of this subchapter, shall have, to secure payment, a lien upon the improvement and on up to one (1) acre of land upon which the improvement is situated, or to the extent of any number of acres of land upon which work has been done or improvements erected or repaired.</p> <p>(b) If the improvement is to any boat or vessel, then the lien shall be upon the boat or vessel to secure the</p>		

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California	West's Ann.Cal.Civ.Code 8400	<p>A person that provides work authorized for a work of improvement, including, but not limited to, the following persons, has a lien right under this chapter:</p> <p>(a) Direct contractor.</p> <p>(b) Subcontractor.</p> <p>(c) Material supplier.</p> <p>(d) Equipment lessor.</p> <p>(e) Laborer.</p>	<p>Action by laborers, as individuals and as members of union, and the union, as party to collectively bargaining agreement but not as a trust fund, to foreclose on mechanics' lien arising from employer's failure to contribute to union benefit plan was not preempted by ERISA.</p>	<p>Betancourt v. Storke Hous. Investors, 31 Cal.4th 1157 (2003).</p>
Colorado	C.R.S.A. 38-22-101	<p>(1) Every person who furnishes or supplies laborers, machinery, tools, or equipment in the prosecution of the work, and mechanics, materialmen, contractors, subcontractors, builders, and all persons of every class performing labor upon or furnishing directly to the owner or persons furnishing labor, laborers, or materials to be used in construction, alteration, improvement, addition to, or repair, either in whole or in part, of any building, mill, bridge, ditch, flume, aqueduct, reservoir, tunnel, fence, railroad, wagon road, tramway, or any other structure or improvement upon land, including adjacent curb, gutter, and sidewalk, and also architects, engineers, draftsmen, and artisans who have furnished designs, plans, plats, maps, specifications, drawings, estimates of cost, surveys, or superintendence, or who have rendered other professional or skilled service, or bestowed labor in whole or in part, describing or illustrating, or superintending such structure, or work done or to be done, or any part connected therewith, shall have a lien upon the property upon which they have furnished laborers or supplied machinery, tools, or equipment or rendered service or bestowed labor or for which they have furnished materials or mining or milling machinery or other fixtures, for the value of such laborers, machinery, tools, or equipment supplied, or services rendered or labor done or laborers or materials furnished, whether at the instance of the owner, or of any other person acting by the owner's authority or under the owner, as agent, contractor, or otherwise for the laborers, machinery, tools, or equipment supplied, or work or labor done or services rendered or laborers or materials furnished by each, respectively, whether supplied or done or furnished or rendered at the instance of the owner of the building or other improvement, or the owner's agent; and every contractor, architect, engineer, subcontractor, builder, agent, or other person having charge of the construction, alteration, addition to, or repair, either in whole or in part, of said building or other improvement shall be held to be the agent of the owner for the purposes of this article. <u>(4) For the purposes of this article, the value of labor done shall include, but not be limited to, the payments required under any labor contract to any trust established for the provision of any pension, profit-sharing, vacation, health and welfare, prepaid legal services, or apprentice training benefits for the use of the employees of any contractors, and the trustee of any such trust shall have a lien therefor.</u></p>		
Connecticut	C.G.S.A. 49-33	<p>(a) If any person has a claim for more than ten dollars for materials furnished or services rendered in the construction, raising, removal or repairs of any building or any of its appurtenances or in the improvement of any lot or in the site development or subdivision of any plot of land, and the claim is by virtue of an agreement with or by consent of the owner of the land upon which the building is being erected or has been erected or has been moved, or by consent of the owner of the lot being improved or by consent of the owner of the plot of land being improved or subdivided, or of some person having authority from or rightfully acting for the owner in procuring the labor or materials, the building, with the land on which it stands or the lot or in the event that the materials were furnished or services were rendered in the site development or subdivision of any plot of land, then the plot of land, is subject to the payment of the claim</p>	<p>Employee benefits fund, which was not paid certain fringe benefits that were part of carpenters' compensation package for their work on construction project, had standing to bring action to foreclose a mechanics' lien on behalf of carpenters, even though fund itself performed no work on the project; fund stood in the shoes of the carpenters for purposes of recovering the benefits, and carpenters would have had standing to file and foreclose a mechanics' lien themselves.</p>	<p>Connecticut Carpenters Benefit Funds v. Burkhard Hotel Partners II, LLC (2004) 849 A.2d 922, 83 Conn.App. 352</p>
Delaware	25 Del.C. 2702	<p>(a) It shall be lawful for any person having performed or furnished labor or material, or both, to an amount exceeding \$25 in or for the erection, alteration or repair of any structure, in pursuance of any contract, express or implied, with the owners of such structure or with the agent of such owner or with any contractor who has contracted for the erection, alteration or repair of the same and for the furnishing of the whole or any part of the materials therefor, including any person who has performed or furnished labor or material, or both, for or at such structure under a contract with or order from any subcontractor to obtain a lien upon such structure and upon the ground upon which the same may be situated or erected.</p> <p>(b) Liens may also be obtained in connection with: labor performed and materials furnished in plumbing, gas fitting, paper hanging, paving, placing iron works and machinery of every kind in mills and factories, bridge building, the erection, construction and filling in of wharves, piers and docks and all improvements to land by drainage, dredging, filling in, irrigating and erecting banks and the services rendered and labor performed and materials furnished by architects. <u>A mechanics' lien may be used to secure payment of any unpaid amounts due under contract from the contractor arising from a subcontractor's labor including payment of fringe benefit items. As used in this section, the phrase "fringe benefit items" shall have the same meaning as the phrase "benefits or wage supplements" defined in § 1109(b) of Title 19. 25 Del.C 2708</u></p>		

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District of Columbia	DC ST 40-301.01	Every building erected, improved, added to, or repaired at the direction of the owner, or the owner's authorized agent, and the land on which the same is erected, intended to be used in connection therewith, or necessary to the use and enjoyment thereof, to the extent of the right, title, and interest, at that time existing, of the owner, shall be subject to a lien in favor of the contractor who contracted with the owner, in the amount of the contract price or, in the absence of an express contract, the reasonable value of the project; provided, that to enforce the lien, the contractor claiming the lien shall record in the land records a notice of intent and comply with the other procedures prescribed in this chapter.		
Florida	F.S.A. 713.14	<p>(1) Any owner, contractor, subcontractor, or sub-subcontractor, in making any payment under, or properly applicable to, any contract to one with whom she or he has a running account, or with whom she or he has more than one contract, or to whom she or he is otherwise indebted, shall designate the contract under which the payment is made or the items of account to which it is to be applied. If she or he shall fail to do so or shall make a false designation, she or he shall be liable to anyone suffering a loss in consequence for the amount of the loss.</p> <p>(2) When a payment for materials is made to a subcontractor, sub-subcontractor, or materialman, the subcontractor, sub-subcontractor, or materialman shall demand of the person making the payment a designation of the account and the items of account to which the payment is to apply. In any case in which a lien is claimed for materials furnished by a subcontractor, sub-subcontractor, or materialman, it is a defense to the claim, to the extent of the payment made, to prove that a payment made by the owner to the contractor for the materials has been paid over to the subcontractor, sub-subcontractor, or materialman, and to prove also that when such payment was received by such subcontractor, sub-subcontractor, or materialman she or he did not demand a designation of the account and of the items of account to which the payment was to be applied or, receiving a designation of its application to the account for the materials, she or he failed to apply the payment in accordance therewith. This subsection is cumulative to any other defenses available to the person paying the materialman, subcontractor, or sub-</p>		
Georgia	Ga. Code Ann. 44-14-360	<p>(a) The following persons shall each have a special lien on the real estate, factories, railroads, or other property for which they furnish labor, services, or materials:</p> <p>(1) All mechanics of every sort who have taken no personal security for work done and material furnished in building, repairing, or improving any real estate of their employers;</p> <p>(2) All contractors, all subcontractors and all materialmen furnishing material to subcontractors, and all laborers furnishing labor to subcontractors, materialmen, and persons furnishing material for the improvement of real estate;</p> <p>(3) All registered architects furnishing plans, drawings, designs, or other architectural services on or with respect to any real estate;</p> <p>(4) All registered foresters performing or furnishing services on or with respect to any real estate;</p> <p>(5) All registered land surveyors and registered professional engineers performing or furnishing services on or with respect to any real estate;</p>		
Hawaii	HRS 507-42	<p>Any person or association of persons furnishing labor or material in the improvement of real property shall have a lien upon the improvement as well as upon the interest of the owner of the improvement in the real property upon which the same is situated, or for the benefit of which the same was constructed, for the price agreed to be paid (if the price does not exceed the value of the labor and materials), or if the price exceeds the value thereof or if no price is agreed upon by the contracting parties, for the fair and reasonable value of all labor and materials covered by their contract, express or implied.</p> <p>Where the terms of a lease, contract of sale, or instrument creating a life tenancy require the improvement of the real property, the interest of the lessor, vendor, or remainderman in the improvement and the land upon which the same is situated shall likewise be subject to the lien, and any provision for forfeiture or other penalty against the lessee, vendee, or life tenant in case of the filing of a mechanic's or materialman's lien or actions to enforce the same, shall not affect the rights of lienors</p>	Trustees of an employee benefit trust fund, in course of an attempt to enforce obligation of employer to make fund contributions required under collective bargaining agreement, could claim a lien under mechanic's lien law on real property that had been improved in part by labor performed by employee beneficiaries pursuant to agreement.	Hawaii Carpenters' Trust Funds v. Aloe Development Corp., 1981, 63 Haw. 566, 633 P.2d 1106

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Idaho	I.C. 45-507	<p>(1) Any person claiming a lien pursuant to the provisions of this chapter must file a claim for record with the county recorder for the county in which such property or some part thereof is situated.</p> <p>(2) The claim shall be filed within ninety (90) days after the completion of the labor or services, or furnishing of materials.</p> <p>(3) The claim shall contain:</p> <p>(a) A statement of his demand, after deducting all just credits and offsets;</p> <p>(b) The name of the owner, or reputed owner, if known;</p> <p>(c) The name of the person by whom he was employed or to whom he furnished the materials; and</p> <p>(d) A description of the property to be charged with the lien, sufficient for identification.</p>		
Illinois	770 ILCS 60/1	<p>§ 1. Contractor defined; amount of lien; waiver of lien; attachment of lien; agreement to waive; when not enforceable.</p> <p>(a) Any person who shall by any contract or contracts, express or implied, or partly expressed or implied, with the owner of a lot or tract of land, or with one whom the owner has authorized or knowingly permitted to contract, to improve the lot or tract of land or for the purpose of improving the tract of land, or to manage a structure under construction thereon, is known under this Act as a contractor and has a lien upon the whole of such lot or tract of land and upon adjoining or adjacent lots or tracts of land of such owner constituting the same premises and occupied or used in connection with such lot or tract of land as a place of residence or business; and in case the contract relates to 2 or more buildings, on 2 or more lots or tracts of land, upon all such lots and tracts of land and improvements thereon for the amount due to him or her for the material, fixtures, apparatus, machinery, services or labor, and interest at the rate of 10% per annum from the date the same is due. This lien extends to an estate in fee, for life, for years, or any other estate or any right of redemption or other interest that the owner may have in the lot or tract of land at the time of making such contract or may subsequently acquire and this lien attaches as of the date of the contract.</p> <p>(b) As used in subsection (a) of this Section, "improve" means to furnish labor, services, material, fixtures, apparatus or machinery, forms or form work in the process of construction where cement, concrete or like material is used for the purpose of or in the building, altering, repairing or ornamenting any house or other building, walk or sidewalk, whether the walk or sidewalk is on the land or bordering thereon, driveway, fence or improvement or appurtenances to the lot or tract of land or connected therewith, and upon, over or under a sidewalk, street or alley adjoining; or fill, sod or excavate such lot or tract of land, or do landscape work thereon or therefor; or raise or lower any house thereon or remove any house thereto, or remove any house or other structure therefrom, or perform any services or incur any expense as an</p>	<p>Trustees of electricians' fringe benefits fund had standing to bring mechanics lien claim and breach of contract action against school district and construction company pursuant to electrical subcontractor's failure to contribute to fund; collective bargaining agreement bound subcontractor to make contributions to fund, subcontractor's electricians were entitled to a lien as part of compensation, bargaining agreement gave trustees exclusive authority to collect contributions and enforce payment, and trustees claimed recoveries for the sole benefit of the fund's beneficiaries.</p>	<p>Divane v. Smith, App. 1 Dist.2002, 266 Ill.Dec. 255, 332 Ill.App.3d 548, 774 N.E.2d 361</p>
Indiana	IC 32-28-3-1	<p>Sec. 1. (a) A contractor, a subcontractor, a mechanic, a lessor leasing construction and other equipment and tools, whether or not an operator is also provided by the lessor, a journeyman, a laborer, or any other person performing labor or furnishing materials or machinery, including the leasing of equipment or tools, for:</p> <p>(1) the erection, alteration, repair, or removal of:</p> <p>(A) a house, mill, manufactory, or other building; or</p> <p>(B) a bridge, reservoir, system of waterworks, or other structure;</p> <p>(2) the construction, alteration, repair, or removal of a walk or sidewalk located on the land or bordering the land, a stile, a well, a drain, a drainage ditch, a sewer, or a cistern; or</p> <p>(3) any other earth moving operation;</p> <p>may have a lien as set forth in this section.</p>	<p>We find that neither the union nor the fringe benefit funds were contractors or subcontractors. Clearly, they do not otherwise fit within the class of persons or entities entitled to raise and foreclose a mechanic's lien.¹ They furnished neither labor nor materials. There was no error on this issue. Bethlehem was entitled to summary judgment as a matter of law. We feel constrained to point out, however, that just because the union and fringe *433 benefits fund cannot pursue a mechanic's lien does not mean that Edwards and the other laborers cannot raise and foreclose a mechanic's lien for wages denied including the value of the fringe benefits denied. IC 32-8-3-1 states that a mechanic's lien may be had for "... the extent of the value of any labor done...." In this case the extent of the value of labor done logically includes not only wages but also any fringe benefits contracted for because the workers agreed to provide their labor for wages and certain fringe benefits</p>	<p>Edwards v. Bethlehem Steel Corp, 517 N.E.2d 430, 432-433 (Ind.Ct.App.1998)</p>

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Iowa	I.C.A. 572.2	<p>1. Every person who furnishes any material or labor for, or performs any labor upon, any building or land for improvement, alteration, or repair thereof, including those engaged in the construction or repair of any work of internal or external improvement, and those engaged in grading, sodding, installing nursery stock, landscaping, sidewalk building, fencing on any land or lot, by virtue of any contract with the owner, owner-builder, general contractor, or subcontractor shall have a lien upon such building or improvement, and land belonging to the owner on which the same is situated or upon the land or lot so graded, landscaped, fenced, or otherwise improved, altered, or repaired, to secure payment for the material or labor furnished or labor performed.</p> <p>2. If material is rented by a person to the owner, general contractor, or subcontractor, the person shall have a lien upon such building, improvement, or land to secure payment for the material rental. The lien is for the reasonable rental value during the period of actual use of the material and any reasonable periods of nonuse of the material taken into account in the rental agreement. The delivery of material to such building, improvement, or land, whether or not delivery is made by the person, creates a presumption that the material was used in the course of alteration, construction, or repair of the building, improvement, or land. However, this presumption shall not pertain to recoveries sought under a surety bond.</p> <p>3. An owner-builder is not entitled to a lien under this chapter as to work the owner-builder performs, or is</p>	The employees were laborers, carpenters and bricklayers who indisputably performed labor for Dobbs and Bourke on the project and thereby earned the right to have the payments made to the trusts pursuant to the collective bargaining agreements. Thus we hold that the payments to the trusts are for labor.	Dobbs v. Knudson, Inc., 292 NW.2d 692, 694-695 (Iowa 1980).
Kansas	K.S.A. 60-1101	Any person furnishing labor, equipment, material, or supplies used or consumed for the improvement of real property, under a contract with the owner or with the trustee, agent or spouse of the owner, shall have a lien upon the property for the labor, equipment, material or supplies furnished at the site of the property subject to the lien, and for the cost of transporting the same. The lien shall be preferred to all other liens or encumbrances which are subsequent to the commencement of the furnishing of such labor, equipment, material or supplies by such claimant at the site of the property subject to the lien. When two or more such contracts are entered into applicable to the same improvement, the liens of all claimants shall be similarly preferred to the date of the earliest unsatisfied lien of any of them. If an earlier unsatisfied lien is paid in full or otherwise discharged, the commencement date for all claimants shall be the date of the next earliest unsatisfied lien.		
Kentucky	KRS 376.010	(1) Any person who performs labor or furnishes materials, for the erection, altering, or repairing of a house or other structure or for any fixture or machinery therein, for the excavation of cellars, cisterns, vaults, wells, or for the improvement in any manner of real property including the furnishing of agricultural lime, fertilizer, concrete pipe or drainage tile, crushed rock, gravel for roads or driveways, and materials used in the construction or maintenance of fences, by contract with, or by the written consent of, the owner, contractor, subcontractor, architect, or authorized agent, shall have a lien thereon, and upon the land upon which the improvements were made or on any interest the owner has therein, to secure the amount thereof with interest as provided in KRS 360.040 and costs. The lien on the land or improvements shall be superior to any mortgage or encumbrance created subsequent to the beginning of the labor or the furnishing of the materials, and the lien, if asserted as hereinafter provided, shall relate back and take effect from the time of the commencement of the labor or the furnishing of the materials. The lien shall not be for a greater amount in the aggregate than the contract price of the original contractor, and should the aggregate amount of the liens exceed the price agreed upon between the original contractor and the owner there shall be a pro rata distribution of the original contract price among the lienholders.		
Louisiana	LSA-R.S. 9:4801	<p>The following persons have a privilege on an immovable to secure the following obligations of the owner arising out of a work on the immovable:</p> <p>(1) Contractors, for the price of their work.</p> <p>(2) Laborers or employees of the owner, for the price of work performed at the site of the immovable.</p> <p>(3) Sellers, for the price of movables sold to the owner that become component parts of the immovable, or are consumed at the site of the immovable, or are consumed in machinery or equipment used at the site of the immovable.</p> <p>(4) Lessors, for the rent of movables used at the site of the immovable and leased to the owner by written contract.</p> <p>(5) Registered or certified surveyors or engineers, or licensed architects, or their professional subconsultants, employed by the owner, for the price of professional services rendered in connection with a work that is undertaken by the owner. A "professional subconsultant" means a registered or certified surveyor or engineer or licensed architect employed by the prime professional, as described in this Paragraph. In order for the privilege of the professional subconsultant to arise, the subconsultant must give</p>		
Maine	M.R.S.A. 3251	Whoever performs labor or furnishes labor or materials, including repair parts of machines used, or performs services as a surveyor, an architect, a forester licensed under Title 32, chapter 76 or an engineer, or as a real estate licensee, or as an owner-renter, owner-lessor, or owner-supplier of equipment used in erecting, altering, moving or repairing a house, building or appurtenances, including any public building erected or owned by any city, town, county, school district or other municipal corporation, or in constructing, altering or repairing a wharf or pier, or any building thereon, including the surveying, clearing, grading, draining, excavating or landscaping of the ground adjacent to and upon which any such objects are constructed, or in selling any interest in land, improvements or structures, by virtue of a contract with or by consent of the owner, has a lien thereon and on the land on which it stands and on any interest such owner has in the same, to secure payment thereof, with costs. If the owner of the building has no legal interest in the land on which the building is erected or to which it is moved, the lien attaches to the building, and if the owner of the wharf or pier has no legal interest in the land on which the wharf or pier is erected, the lien attaches to the wharf or pier, and in either case may be enforced as provided. If the owner of such land, building, wharf or pier, so contracting, is a minor or married woman, such lien exists and such minority or coverture does not bar a recovery in any proceeding brought to enforce it.		

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Maryland	MD Code 9-102	<p>Buildings erected, repaired, rebuilt, or improved</p> <p>(a) Every building erected and every building repaired, rebuilt, or improved to the extent of 15 percent of its value is subject to establishment of a lien in accordance with this subtitle for the payment of all debts, without regard to the amount, contracted for work done for or about the building and for materials furnished for or about the building, including the drilling and installation of wells to supply water, the construction or installation of any swimming pool or fencing, the sodding, seeding or planting in or about the premises of any shrubs, trees, plants, flowers or nursery products, the grading, filling, landscaping, and paving of the premises, the provision of building or landscape architectural services, engineering services, land surveying services, or interior design services that pertain to interior construction and are provided by a certified interior designer, and the leasing of equipment, with or without an operator, for use for or about the building or premises.</p> <p>Waterlines, sanitary sewers, storm drains, or streets</p> <p>(b) If the owner of land or the owner's agent contracts for the installation of waterlines, sanitary sewers, storm drains, or streets to service all lots in a development of the owner's land, each lot and its improvements, if any, are subject, on a basis pro rata to the number of lots being developed, to the establishment of a lien as provided in subsection (a) of this section for all debts for work and material in connection with the installation.</p> <p>Machines, wharves, or bridges</p> <p>(c) Any machine, wharf, or bridge erected, constructed, or repaired within the State may be subjected to a</p>	<p>Union and funds to which contractor was obligated to contribute under collective bargaining agreement were not "subcontractors" entitled to establish and enforce mechanic's lien against property on which employer had performed contract work where collective bargaining agreement did not relate to work to be done on any specific project but simply set forth terms and conditions of employment. However, individual employee was ruled to be a subcontractor as defined in the Act.</p>	<p>National Elec. Industry Fund v. Bethlehem Steel Corp., 296 Md. 541, 545, 463 A.2d 858 (1983).</p>
Massachusetts	M.G.L.A. 254 1	<p>A person to whom a debt is due for personal labor performed in the erection, alteration, repair or removal of a building or structure upon land or improvement or alteration to real property, by virtue of an agreement with, or by consent of, the owner of such building or structure, or of a person having authority from or rightfully acting for such owner in procuring or furnishing such labor, shall, under the provisions of this chapter, other than section four, have a lien upon such building or structure and upon such interest in such real property, land, building, structure, or improvement owned by the party authorizing or consenting to said work, for not more than thirty days' work actually performed for the ninety days next prior to his filing a statement as provided in section eight.</p> <p>A person or his assignee, agent, authorized representative or third party beneficiary, to whom amounts are due or for whose benefit amounts are computed and due for, or on the basis of, the personal labor of such person, may file a lien to secure the payment of such unpaid amounts including interest and agreed penalties for failure to pay the same</p>	<p>Massachusetts mechanic's lien statute was preempted by ERISA in case in which trustee of ERISA fund seeks to enforce such a mechanic's lien; state law singled out ERISA plans, by express reference, for special treatment, in that mechanic's lien on property was not ordinarily awarded to trustees of employment benefit plans since benefit funds did not provide material or labor for construction of property</p>	<p>Chestnut-Adams LTD. Partnerships v. Bricklayers and Masons Trust Funds of Boston, Mass. (1993) 612 N.E.2d 236, 415 Mass 87.</p>
Michigan	M.C.L.A. 570.1107	<p>Sec. 107. (1) Each contractor, subcontractor, supplier, or laborer who provides an improvement to real property has a construction lien upon the interest of the owner or lessee who contracted for the improvement to the real property, as described in the notice of commencement given under section 108 or 108a,1 the interest of an owner who has subordinated his or her interest to the mortgage for the improvement of the real property, and the interest of an owner who has required the improvement. A construction lien acquired pursuant to this act shall not exceed the amount of the lien claimant's contract less payments made on the contract.</p> <p>(2) A construction lien under this act attaches to the entire interest of the owner or lessee who contracted for the improvement, including any subsequently acquired legal or equitable interest.</p> <p>(3) Each contractor, subcontractor, supplier, or laborer who provides an improvement to real property to which the person contracting for the improvement had no legal title has a construction lien upon the improvement for which the contractor, subcontractor, supplier, or laborer provided labor, material, or equipment. The forfeiture, surrender, or termination of any title or interest held by an owner or lessee who contracted for an improvement to the property, an owner who subordinated his or her interest to the mortgage for the improvement, or an owner who has required the improvement does not defeat the lien of the contractor, subcontractor, supplier, or laborer upon the improvement. <u>Except as otherwise provided in sections 108 and 108a, a laborer who provides an improvement to real property shall provide a notice of furnishing to the designee and the general contractor, if any, named in the notice of commencement at the address shown in the notice of commencement, either personally or by certified mail, by the fifth day of the second month following the month in which fringe benefits or withholdings from wages were contractually due but were not paid. If a designee has not been named in the notice of commencement, or if the designee has died, service shall be made upon the owner or lessee named in</u></p>		
Minnesota	M.S.A. 514.01	<p>Whoever performs engineering or land surveying services with respect to real estate, or contributes to the improvement of real estate by performing labor, or furnishing skill, material or machinery for any of the purposes hereinafter stated, whether under contract with the owner of such real estate or at the instance of any agent, trustee, contractor or subcontractor of such owner, shall have a lien upon the improvement, and upon the land on which it is situated or to which it may be removed, that is to say, for the erection, alteration, repair, or removal of any building, fixture, bridge, wharf, fence, or other structure thereon, or for grading, filling in, or excavating the same, or for clearing, grubbing, or first breaking, or for furnishing and placing soil or sod, or for furnishing and planting of trees, shrubs, or plant materials, or for labor performed in placing soil or sod, or for labor performed in planting trees, shrubs, or plant materials, or for digging or repairing any ditch, drain, well, fountain, cistern, reservoir, or vault thereon, or for laying, altering or repairing any sidewalk, curb, gutter, paving, sewer, pipe, or conduit in or upon the same, or in or upon the adjoining half of any highway, street, or alley upon which the same abuts.</p>	<p>This appeal from the district court's entry of summary judgment in favor of the trustees of an employee-benefit trust fund presents the question of whether the trustees may file a mechanics' lien statement on behalf of union employees. Because the trustees are acting as the representatives of the employees and effectively stand in their shoes, we conclude they may file the claim.</p>	<p>Twin City Pipe Trades Service Association, Inc. v. Peak Mechanical, Inc. 689 N.W.2d 549 (Minn.App.2004).</p>

State	Statutory Code	Statutory Language	Case Law Language	Case Law Citation
Mississippi	Miss. Code Ann 85-7-101	Except as otherwise provided in Section 85-7-107, all carriages, buggies, wagons, plows, or any article constructed, manufactured or repaired for any person, and at his instance, shall be liable for the price of the labor and material employed in constructing, manufacturing or repairing the same; and the mechanic to whom the price of said labor and material may be due shall have the right to retain possession of such things so constructed, manufactured or repaired until the price be paid; and if the same shall not be paid within thirty (30) days, he may commence his suit in any court of competent jurisdiction and upon proof of the value of the labor and materials employed in such repairs, manufacture or construction, he shall be entitled to judgment against the party for whom such labor was done or materials furnished, with costs, as in other cases, and to a special order for the sale of the property retained in his possession for the payment thereof, with costs, and to an execution, as in other cases, for the residue of what remains unpaid after sale of the property.		
Missouri	V.A.M.S. 429.010	1. Any person who shall do or perform any work or labor upon land, rent any machinery or equipment, or use any rental machinery or equipment, or furnish any material, fixtures, engine, boiler or machinery for any building, erection or improvements upon land, or for repairing, grading, excavating, or filling of the same, or furnish and plant trees, shrubs, bushes or other plants or provides any type of landscaping goods or services or who installs outdoor irrigation systems under or by virtue of any contract with the owner or proprietor thereof, or his or her agent, trustee, contractor or subcontractor, 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, upon complying with the provisions of sections 429.010 to 429.340, shall have for his or her work or labor done, machinery or equipment rented or materials, fixtures, engine, boiler, machinery, trees, shrubs, bushes or other plants furnished, or any type of landscaping goods or services provided, a lien upon such building, erection or improvements, and upon the land belonging to such owner or proprietor on which the same are situated, to the extent of three acres; or if such building, erection or improvements be upon any lot of land in any town, city or village, or if such building, erection or improvements be for manufacturing, industrial or commercial purposes and not within any city, town or village, then such lien shall be upon such building, erection or improvements, and the lot, tract or parcel of land upon which the same are situated, and not limited to the extent of three acres, to secure the payment of such work or labor done, machinery or equipment rented, or materials, fixtures, engine, boiler, machinery, trees, shrubs, bushes or other plants or any type of landscaping goods or services furnished, or outdoor irrigation systems installed; except that if such building, erection or improvements be not within the limits of any city, town or village, then such lien shall be also upon the land to the extent necessary to provide a roadway for ingress to and egress from the lot, tract or parcel of land upon which such building, erection or improvements are situated, not to exceed forty feet in width, to the nearest public road or highway. Such lien shall be enforceable only against the property of the original purchaser of such plants unless the lien is filed against the property prior to the conveyance of such property to a third person. For claims involving the rental of machinery or equipment, the lien shall be for the reasonable rental value of the machinery or equipment during the period of actual use and any periods of nonuse taken into account in the rental contract, while the machinery or equipment is on the property in question.		
Montana	MCA 71-3-523	A person who furnishes services or materials pursuant to a real estate improvement contract may claim a construction lien, only to the extent provided in this part, to secure the payment of the person's contract price.		
Nebraska	Neb.Rev.St.52-131	(1) A person who furnishes services or materials pursuant to a real estate improvement contract has a construction lien, only to the extent provided in the Nebraska Construction Lien Act, to secure the payment of his or her contract price. (2) A lien arises under the act only if the claimant records a lien within the time specified by section 52-137. (3) Real estate to which a construction lien attaches is specified by section 52-133, and limitations on the existence of a lien for materials are specified by section 52-134. (4) The amount of a claimant's lien is specified by section 52-136. The content of the notice of the right to assert a lien to be given to the owner under section 52-136 is specified by section 52-135. (5) The priority of a claimant's lien as against other construction-lien claimants is specified in section 52-138, and priority as against claimants other than construction-lien claimants is specified in section 52-139. (6) Foreclosure of a lien under the act is governed by section 52-155, and the time within which an action to foreclose must be brought by section 52-140. <u>Health, welfare, and pension trusts had standing to file and enforce construction lien against property owner on behalf of union employees for unpaid contributions. Neb.Rev.St. §§ 52-125 to 52-159.</u>		
Nevada	N.R.S. 108.22	1. Except as otherwise provided in subsection 2, a lien claimant has a lien upon the property, any improvements for which the work, materials and equipment were furnished or to be furnished, and any construction disbursement account established pursuant to NRS 108.2403, for: (a) If the parties agreed, by contract or otherwise, upon a specific price or method for determining a specific price for some or all of the work, material and equipment furnished or to be furnished by or through the lien claimant, the unpaid balance of the price agreed upon for such work, material or equipment, as the case may be, whether performed, furnished or to be performed or furnished at the instance of the owner or the owner's agent; and (b) If the parties did not agree, by contract or otherwise, upon a specific price or method for determining a specific price for some or all of the work, material and equipment furnished or to be furnished by or through the lien claimant, including, without limitation, any additional or changed work, material or equipment, an amount equal to the fair market value of such work, material or equipment, as the case may be, including a reasonable allowance for overhead and a profit, whether performed, furnished or to be performed or furnished at the instance of the owner or at the instance of the owner's agent.		

State	Statutory Code	Statutory Language	Case Law Language	Case Law Citation
New Hampshire	N.H. Rev. Stat. 447:2	<p>I. If any person shall perform labor, provide professional design services, or furnish materials to the amount of \$15 or more for erecting or repairing a house or other building or appurtenances, or for building any dam, canal, sluiceway, well or bridge, or for consumption or use in the prosecution of such work, other than for a municipality, by virtue of a contract with the owner thereof, he or she shall have a lien on any material so furnished and on said structure, and on any right of the owner to the lot of land on which it stands.</p> <p>II. In this section, "professional design services" means any services provided by a licensed architect, licensed landscape architect, licensed engineer, permitted septic designer, certified wetland scientist, certified soil scientist, or licensed land surveyor that is directly related to the improvement of real property</p>		
New Jersey	N.J.S.A. 2A:44-128	<p>a. Any person who, as laborer, mechanic, materialman, merchant or trader, or subcontractor, in pursuance of or conformity with the terms of any contract for any public improvement made between any person and a public agency as defined in N.J.S.2A:44-126 and authorized by law to make contracts for the making of public improvements, performs any labor or furnishes any materials, including the furnishing of oil, gasoline or lubricants and vehicle use, toward the performance or completion of any such contract, shall, on complying with the provisions of subsection b. of N.J.S.2A:44-128, N.J.S.2A:44-132 and N.J.S.2A:44-133, have a lien for the value of the labor or materials, or both, upon the moneys due or to grow due under the contract and in the control of the public agency, to the full value of the claim or demand. The lien may be filed and, to the extent of the amount due or to grow due under the contract, shall become an absolute lien to the full value of the labor performed or materials furnished in favor of every person and his representatives and assigns employed by or furnishing materials to the contractor or subcontractor.</p> <p>No public agency shall be required to pay a greater amount than the contract price of the labor performed and materials furnished or the value thereof when no specific contract is made with respect to the same by the contractor or subcontractor, respectively.</p>	<p>There is no conflict preemption under ERISA in an action brought by a supplier of electrical equipment against owners and general contractors or a public construction project to enforce a municipal mechanics' lien claim, despite claim that a lien asserted by employee benefit funds and a union local was based on the electrical subcontractor's alleged failure to make contributions to an ERISA plan; the owners and general contractors were not signatories to the CBA between the electrical subcontractor and the funds, and they did not act directly as an employer, or indirectly in the interest of an employer, in relation to any employer benefit plan.</p>	<p>Swift Elec. Supply Co., Inc. v. Township of Lakewood, 168 F.Supp.2d 298 (D.N.J.2001).</p>
New Mexico	N.M.S.A. 48-2-2	<p>Every person performing labor upon, providing or hauling equipment, tools or machinery for or furnishing materials to be used in the construction, alteration or repair of any mine, building, wharf, bridge, ditch, flume, tunnel, fence, machinery, railroad, road or aqueduct to create hydraulic power or any other structure, who performs labor in any mine or is a registered surveyor or who surveys real property has a lien upon the same for the work or labor done, for the specific contract or agreed upon charge for the surveying or equipment, tools or machinery hauled or provided or materials furnished by each respectively, whether done, provided, hauled or furnished at the instance of the owner of the building or other improvement or his agent. Every contractor, subcontractor, architect, builder or other person having charge of any mining or of the construction, alteration or repair, either in whole or in part, of any building or other improvement shall be held to be the agent of the owner for the purposes of this section.</p>		
New York	McKinney's Lien Law 3	<p>A contractor, subcontractor, laborer, materialman, landscape gardener, nurseryman or person or corporation selling fruit or ornamental trees, roses, shrubbery, vines and small fruits, who performs labor or furnishes materials for the improvement of real property with the consent or at the request of the owner thereof, or of his agent, contractor or subcontractor, and any trust fund to which benefits and wage supplements are due or payable for the benefit of such laborers, shall have a lien for the principal and interest, of the value, or the agreed price, of such labor, including benefits and wage supplements due or payable for the benefit of any laborer, or materials upon the real property improved or to be improved and upon such improvement, from the time of filing a notice of such lien as prescribed in this chapter. Where the contract for an improvement is made with a husband or wife and the property belongs to the other or both, the husband or wife contracting shall also be presumed to be the agent of the other, unless such other having knowledge of the improvement shall, within ten days after learning of the contract give the contractor written notice of his or her refusal to consent to the improvement. Within the meaning of the provisions of this chapter, materials actually manufactured for but not delivered to the real property, shall also be deemed to be materials furnished.</p>	<p>The Court held that the Lien Law section was preempted by ERISA insofar as it allowed placing of mechanic's lien securing employee benefits.</p>	<p>EklecCo v. Iron Workers Local 30, 361, & 417 Unions Sec. Funds, 170 F.3d 353 (2d Cir.1999).</p>
North Carolina	N.C.G.S.A 44-8.	<p>Any person who performs or furnishes labor or professional design or surveying services or furnishes materials or furnishes rental equipment pursuant to a contract, either express or implied, with the owner of real property for the making of an improvement thereon shall, upon complying with the provisions of this Article, have a right to file a claim of lien on real property on the real property to secure payment of all debts owing for labor done or professional design or surveying services or material furnished or equipment rented pursuant to the contract.</p>		
North Dakota	NDCC 35-27-02	<p>Any person that improves real estate, whether under contract with the owner of such real estate or under contract with any agent, trustee, contractor, or subcontractor of the owner, has a lien upon the improvement and upon the land on which the improvement is situated or to which the improvement may be removed for the price or value of such contribution. Provided, however, that the amount of the lien is only for the difference between the price paid by the owner or agent and the price or value of the contribution. If the owner or agent has paid the full price or value of the contribution, no lien is allowed. Provided further that if the owner or an agent of the owner has received a waiver of lien signed by the person that improves the real estate, a lien is not allowed.</p> <p>Any person that extends credit or makes a contract with any agent, trustee, contractor, or subcontractor of the owner for the improvement of real estate, upon demand, has the right to request and secure evidence of the legal description of the real estate upon which the improvement is located, including the name of the title owner of the real estate. Written notice that a lien will be claimed must be given to the owner of the real estate by certified mail at least ten days before the recording of the construction lien.</p>		

State	Statutory Code	Statutory Language	Case Law Language	Case Law Citation
Ohio	R.C. 1311.02	undertaken by virtue of a contract, express or implied, with the owner, part owner, or lessee of any interest in real estate, or the owner's, part owner's, or lessee's authorized agent, and every person who as a subcontractor, laborer, or material supplier, performs any labor or work or furnishes any material to an original contractor or any subcontractor, in carrying forward, performing, or completing any improvement, has a lien to secure the payment therefor upon the improvement and all interests that the owner, part owner, or lessee may have or subsequently acquire in the land or leasehold to which the improvement was made or removed.		
Oklahoma	42 Okl.St. Ann 141	Any person who shall, under oral or written contract with the owner of any tract or piece of land, perform labor, furnish material or lease or rent equipment used on said land for the erection, alteration or repair of any building, improvement or structure thereon or perform labor in putting up any fixtures, machinery in, or attachment to, any such building, structure or improvements; or who shall plant any tree, vines, plants ¹ or hedge in or upon such land; or who shall build, alter, repair or furnish labor, material or lease or rent equipment used on said land for buildings, altering, or repairing any fence or footwalk in or upon said land, or any sidewalk in any street abutting such land, shall have a lien upon the whole of said tract or piece of land, the buildings and appurtenances in an amount inclusive of all sums owed to the person at the time of the lien filing, including, without limitation, applicable profit and overhead costs. If the title to the land is not in the person with whom such contract was made, the lien shall be allowed on the buildings and improvements on such land separately from the real estate. Such liens shall be preferred to all other liens or encumbrances which may attach to or upon such land, buildings or improvements or either of them subsequent to the commencement of such building, the furnishing or putting up of such fixtures or machinery, the planting of such trees, vines, plants or hedges, the building of such fence, footwalk or sidewalks, or the making of any such repairs or improvements; and such lien shall follow said property and each and every part thereof, and be enforceable against the said property wherever the same may be found, and compliance with the provisions of this act shall constitute constructive notice of the claimant's lien to all purchasers and encumbrancers of said property or any part thereof, subsequent to the date of the furnishing of the first item of material or the date of the performance of the first labor or the first use of the rental equipment on said land.		
Oregon	O.R.S. 87.010	(1) Any person performing labor upon, transporting or furnishing any material to be used in, or renting equipment used in the construction of any improvement shall have a lien upon the improvement for the labor, transportation or material furnished or equipment rented at the instance of the owner of the improvement or the construction agent of the owner. (2) Any person who engages in or rents equipment for the preparation of a lot or parcel of land, or improves or rents equipment for the improvement of a street or road adjoining a lot or parcel of land at the request of the owner of the lot or parcel, shall have a lien upon the land for work done, materials furnished or equipment rented. (3) A lien for rented equipment under subsection (1) or (2) of this section shall be limited to the reasonable rental value of the equipment notwithstanding the terms of the underlying rental agreement. <u>(4) Trustees of an employee benefit plan shall have a lien upon the improvement for the amount of contributions, due to labor performed on that improvement, required to be paid by agreement or otherwise into a fund of the employee benefit plan</u>	International Broth. of Elec. Workers Local No. 48 v. Oregon Steel Mills, Inc. held that Electrical workers' union lacked standing to bring the claims under general lien provision of construction lien statute (O.R.S. 87.010(1)). However, it also held the Trustees could bring a claim under the lien provision O.R.S. 87.010(4) because the pension benefits to an employee pursuant to an individual employment contract is not an employee benefit plan under ERISA and thus not preempted.	International Bhd. of Elec. Workers v. Oregon Steel Mills, Inc. 5 P.3d 1122, 1129 (Or.Ct. App. 2000).
#NAME?	49 P.S. 1301	(a) General Rule. Except as provided under subsection (b), every improvement and the estate or title of the owner in the property shall be subject to a lien, to be perfected as herein provided, for the payment of all debts due by the owner to the contractor or by the contractor to any of his subcontractors for labor or materials furnished in the erection or construction, or the alteration or repair of the improvement, provided that the amount of the claim, other than amounts determined by apportionment under section 306(b) of this act, shall exceed five hundred dollars (\$500).	"We conclude that the union workers were not subcontractors, and the Trustees, by corollary in their representative capacity, were not entitled to file a lien claim on the workers behalf."	Brycklayers of Western Pennsylvania Combined Funds, Inc. v. Scott's Development Co., 625 PA 26, 50 (2014).
Rhode Island	Gen. Laws 1956 34-28-1	a) Whenever any building, canal, turnpike, railroad, or other improvement shall be constructed, erected, altered, or repaired by oral or written contract with or at the oral or written request of the owner, the owner being at the time the owner of the land on which the improvement is located, or by the husband of such owner with the consent of his wife, the building, canal, turnpike, railroad, or other improvement, together with the land, is hereby made liable and shall stand subject to liens for all the work done by any person in the construction, erection, alteration, or reparation of such building, canal, turnpike, railroad, or other improvement, and for the materials used in the construction, erection, alteration, or reparation thereof, which have been furnished by any person. (b) A covenant, promise, agreement of understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, or maintenance of a building, structure, appurtenance and appliance, including moving, demolition and excavating connected therewith, purporting to bar the filing of a notice of intention or the taking of any steps to enforce a lien as set forth in this chapter is against public policy and is void and unenforceable. This section shall not preclude a requirement for a written waiver of the right to file a mechanic's lien executed and delivered by a contractor, subcontractor, material supplier, or laborer simultaneously with or after payment for the labor performed or the materials furnished has been made to such contractor, subcontractor, material supplier,		

State	Statutory Code	Statutory Language	Case Law Language	Case Law Citation
South Carolina	Code 1976 29-5-10	<p>(a) A person to whom a debt is due for labor performed or furnished or for materials furnished and actually used in the erection, alteration, or repair of a building or structure upon real estate or the boring and equipping of wells, by virtue of an agreement with, or by consent of, the owner of the building or structure, or a person having authority from, or rightfully acting for, the owner in procuring or furnishing the labor or materials shall have a lien upon the building or structure and upon the interest of the owner of the building or structure in the lot of land upon which it is situated to secure the payment of the debt due to him. The costs which may arise in enforcing or defending against the lien under this chapter, including a reasonable attorney's fee, may be recovered by the prevailing party. The fee must be determined by the court in which the action is brought but the fee and the court costs may not exceed the amount of the lien. As used in this section, labor performed or furnished in the erection, alteration, or repair of any building or structure upon any real estate includes the preparation of plans, specifications, and design drawings and the work of making the real estate suitable as a site for the building or structure. The work is considered to include, but not be limited to, the grading, bulldozing, leveling, excavating, and filling of land (including the furnishing of fill soil), the grading and paving of curbs and sidewalks and all asphalt paving, the construction of ditches and other drainage facilities, and the laying of pipes and conduits for water, gas, electric, sewage, and drainage purposes, and the disposal of any construction and demolition debris, as defined in Section 44-96-40(6), including final disposal by a construction and demolition landfill. Any private security guard services provided by any person at the site of the building or structure during its erection, alteration, or repair is considered to be labor performed or furnished within the meaning of this section. As used in this section, materials furnished and actually used include tools, appliances, machinery, or equipment supplied for use on the building or structure to the extent of their reasonable rental value during their actual use. "Person" as used in this section means any individual, corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, or other entity. For purposes of this section, the term "materials" includes flooring, floor coverings, and wall coverings.</p>		
South Dakota	SDCL 44-9-1	<p>Whoever shall, at the request of the owner or the duly authorized agent or representative of the owner, or of any contractor or subcontractor, furnish skill, labor, services, including light, power, or water, equipment, or materials for the improvement, development, or operation of property as hereinafter specified, shall have a first lien thereon and the appurtenances thereto, prior and superior to all other liens except those of the state or of the United States, and except existing liens, mortgages, or other encumbrances then of record or of which the lien claimant has actual notice, for the price or value of the same, so furnished, subject to the further provisions of this chapter, as follows:</p> <p>(1) For the erection, alteration, repair, or removal of any building, fixture, bridge, fence, or other structure or for grading, filling in, or excavating the same, or for digging or repairing any ditch, drain, well, cistern, reservoir, or vault thereon or for laying, altering, or repairing any sidewalk, curb, gutter, paving, sewer, pipe, or conduit in or upon the same or in or upon the adjoining half of any highway, street, or alley upon which the property abuts, a lien upon the said improvement and the land on which it is situated, or to which it may be removed;</p> <p>(2) For the construction, alteration, or repair of any line of railway or of any telegraph, telephone, electric light, or power line, or of any line of pipe, conduit, or subway or any structure, appliance, or fixture upon or appertaining to any of them, a lien upon the public utility so constructed, altered, or repaired and upon the line, plants, and property thereof and upon all the rights, franchises, and privileges of the owner appertaining thereto;</p> <p>(3) Upon any mine or mining claim, oil or gas well or spring, a lien upon the same and any rights, privileges, franchises, easements, and tangible property and other property or appliances appurtenant thereto, for</p>		
Tennessee	T.C.A. 66-11-102	<p>(a) There shall be a lien on any lot or tract of real property upon which an improvement has been made by a prime contractor or any remote contractor; provided, that the lienor has complied with title 62, chapter 6. If the lienor has not fully complied with title 62, chapter 6, no lien is established by this chapter. The lien shall secure the contract price.</p> <p>(b) The lien established by this section shall include a lien on any lot or tract of real property in favor of any land surveyor who has, by contract with the owner or agent of the owner of the real property, performed on the property the practice of land surveying, as defined in § 62-18-102. The lien shall secure the contract price.</p> <p>(c)(1) The lien established by this section shall include a lien on any lot or tract of real property upon which an improvement has been made, by contract with the owner or the owner's agent, in favor of any person licensed to practice architecture or engineering under title 62, chapter 2, for architectural or engineering services performed with respect to the improvement actually made. The lien shall secure the contract price.</p> <p>(2) The lien provided for in subdivision (c)(1) shall attach as of the time of visible commencement of operations as provided in § 66-11-104.</p>		

State	Statutory Code	Statutory Language	Case Law Language	Case Law Citation
Texas	V.T.C.A. Property Code 53.021	(a) A person has a lien if: (1) the person labors, specially fabricates material, or furnishes labor or materials for construction or repair in this state of: (A) a house, building, or improvement; (B) a levee or embankment to be erected for the reclamation of overflow land along a river or creek; or (C) a railroad; and (2) the person labors, specially fabricates the material, or furnishes the labor or materials under or by virtue of a contract with the owner or the owner's agent, trustee, receiver, contractor, or subcontractor. (b) A person who specially fabricates material has a lien even if the material is not delivered.		
Utah	U.C.A. 1953 1953 38-1a-502	applicable county recorder a notice of construction lien no later than, except as provided in Subsection (1)(b): (i) 180 days after the date on which final completion of the original contract occurs, if no notice of completion is filed under Section 38-1a-507; or (ii) 90 days after the date on which a notice of completion is filed under Section 38-1a-507, but not later than 180 days after the date on which final completion of the original contract occurs. (b) A subcontractor who provides substantial work after a certificate of occupancy is issued or a required final inspection is completed and desires to claim a construction lien shall submit for recording in the office of each applicable county recorder a notice of construction lien no later than 180 days after final completion of that subcontractor's work.	The Court held that the Funds can assert a claim under the mechanics' lien statute for the unpaid Fringe Benefits.	Forsberg v. Bovis Lend Lease, Inc., 184 P.3d 610 (Utah Ct.App.2008).
Vermont	9 V.S.A. 1921	(a) When a contract or agreement is made, whether in writing or not, for erecting, repairing, moving or altering improvements to real property or for furnishing labor or material therefor, the person proceeding in pursuance of such contract or agreement shall have a lien upon such improvements and the lot of land on which the same stand to secure the payment of the same. (b) A person who by virtue of a contract or agreement, either in writing or parol, with an agent, contractor, or subcontractor of the owner thereof, performs labor or furnishes materials for erecting, repairing, moving, or altering such improvements shall have a lien, to secure the payment of the same upon such improvements and the lot of land upon which the same stand, by giving notice in writing to such owner or his or her agent having charge of such property that he or she shall claim a lien for labor or material. The notice shall include the date that payment is due, if known. Such lien shall extend to the portions of the contract price remaining unpaid at the time such notice is received.		
Virginia	VA Code Ann 43-3	A. All persons performing labor or furnishing materials of the value of \$150 or more, including the reasonable rental or use value of equipment, for the construction, removal, repair or improvement of any building or structure permanently annexed to the freehold, and all persons performing any labor or furnishing materials of like value for the construction of any railroad, shall have a lien, if perfected as hereinafter provided, upon such building or structure, and so much land therewith as shall be necessary for the convenient use and enjoyment thereof, and upon such railroad and franchises for the work done and materials furnished, subject to the provisions of § 43-20. But when the claim is for repairs or improvements to existing structures only, no lien shall attach to the property repaired or improved unless such repairs or improvements were ordered or authorized by the owner, or his agent.		
Washington	West's RCWA 60.04.021	Except as provided in RCW 60.04.031, any person furnishing labor, professional services, materials, or equipment for the improvement of real property shall have a lien upon the improvement for the contract price of labor, professional services, materials, or equipment furnished at the instance of the owner, or the agent or construction agent of the owner.		
West Virginia	W. Va. Code 38-2-1	other structure, or other improvement appurtenant to any such building or other structure, or who alters or improves the real property whereon the same stands, or to which it may have been removed, or who provides services for any of the foregoing, under and by virtue of a contract with the owner for such erection, building, construction, alteration, removal or repair, either for an agreed lump sum or upon any other basis of settlement and payment, shall have a lien upon such building or other structure or improvement appurtenant thereto, and upon the interest of the owner thereof in the real property whereon the same stands, or to which it may have been removed, to secure the payment of such contract price or other compensation therefor.		

State	Statutory Code	Statutory Language	Case Law Language	Case Law Citation
Wisconsin	W.S.A. 779.01	<p>(1) Name of law. This subchapter may be referred to as the construction lien law.</p> <p>(2) Definitions. In this subchapter unless the context or subject matter requires otherwise:</p> <p>(a) "Improve" or "improvement" includes any building, structure, erection, fixture, demolition, alteration, excavation, filling, grading, tiling, planting, clearing, landscaping, repairing, or remodeling which is built, erected, made or done on or to land for its benefit. This enumeration is intended as an extension rather than a limitation of the normal meaning and scope of "improve" and "improvement".</p> <p><u>(am) "Labor" includes any wages and related contributions for state employment taxes, worker's compensation and unemployment compensation insurance, and other fringe benefits.</u></p> <p>(b) "Lien claimant" means any person who claims a lien under this section pursuant to a contract for improvement of land entered into by an owner of the land.</p> <p>(bm) "Materials" includes any construction materials, supplies, tools, fixtures, equipment, machinery, vehicles, fuel, and energy.</p>		
Wyoming	W.S.1977 29-2-101	<p>(a) Every contractor, subcontractor or materialman performing any work on or furnishing any materials for any building or any improvement upon real property shall have for his work done or plans or materials furnished a lien upon the building or improvements, and upon the real property of the owner on which they are situated to the extent of one (1) acre. If the improvements cover more than one (1) acre the lien shall extend to all the additional real property covered thereby.</p> <p>(b) To have a lien the work or materials shall be furnished under a contract.</p> <p>(c) Notwithstanding subsection (a) of this section if the real property subject to a lien is located in any city, town or subdivision the lien shall extend to the entire lot upon which the building or improvement is located.</p> <p>(d) A cooperative utility, as defined by W.S. 17-20-140(a)(i), shall have a lien for the materials or services provided to a member. The lien shall attach to the real property of the member at the location where the materials or services were provided, if the amount due to the utility:</p> <p>(i) Is greater than five thousand dollars (\$5,000.00); and</p>		