

Oklahoma Repairman's Lien - Other Equipment



	<p>The following summary applies to construction equipment, outdoor power equipment and any other type of equipment other than farm equipment or ATVs, UTVs and trailers that have a certificate of title certified by Oklahoma. This summary applies if you have a certificate of title issued by a state other than Oklahoma.</p>
What is a lien?	<p>This is your right to keep, repossess, and/or sell repaired equipment to make sure you get paid for repair work you do for the customer.</p>
When is a lien needed?	<p>When you repair equipment but the customer doesn't pay you when the work is finished. However, it is imperative to get permission from the <u>owner</u> of the equipment before you repair it. Find out whether the equipment is leased, and—if so—get the owner's permission, not the renter's permission.</p>
How do I get a lien?	<p>If you hold onto the equipment, you will have a lien on the equipment.</p> <p>Also, within five (5) business days of performing work on the equipment, request the Tax Commission or other license agency to give you the names and addresses of the owner of the equipment and any other person holding a lien on the equipment.</p> <p>Within seven (7) business days of receiving the contact information from the Tax Commission or other license agency, you must send a Notice of Lien to these parties by certified mail and request a return receipt.</p> <p>This Notice of Lien must also be filed with the county clerk's office in the county in which the equipment is located. The Notice of Lien must be filed within 120 days after you completed the services on the equipment.</p> <p>Please use the following link for an example of the Notice of Lien: [Notice of Lien other property]</p>
How do I lose the lien?	<p>If you are no longer in possession of the equipment or you do not send the notice on time, you will lose your lien. See below for some exceptions.</p>
How do I get paid?	<p>You may sell the equipment by following these steps:</p> <p>Post a Notice of Sale in two public places in the county where the equipment is to be sold at least 10 days before the sale occurs. Please use the following link for a Notice of Sale: [Notice of Sale other]</p>

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	<p>The Notice of Sale must be mailed, by certified mail and request a return receipt, to the owner of the equipment and any other party who claims to have a lien on the equipment at least 10 days before the sale.</p> <p>The Notice of Sale may not be mailed or posted until you have had a lien on the equipment for 30 days.</p> <p>You may purchase the equipment at the sale and apply the amount you are owed against the purchase price.</p>
What if I released the equipment but I was paid with a bad check?	<p>If you release the equipment because the owner gave you a bad check, you will continue to have a lien on the equipment if you file the Notice of Lien in the county clerk's office in the county in which the equipment is located within 30 days of the day the check bounced. If you do not know the equipment's location, file in the county in which the repairs were made. If you know the new location of equipment, file in both counties.</p> <p>NOTE: Even in a bad check situation, your lien will be lost if a third party buys the equipment before you file the Notice of Lien.</p>
What if the equipment was taken from me without my permission?	<p>You will continue to have a lien on the equipment if you file the Notice of Lien in the county clerk's office in the county in which the equipment is located within 5 days of the equipment being taken. If you do not know the equipment's location, file in the county in which the repairs were made. If you know the new location of equipment, file in both counties.</p>
How do I get the equipment back if I lost the equipment due to a bad check or if the equipment was taken without my permission?	<p>You need your customer to sign an acknowledgement that the equipment may be repossessed at the time you perform the services.</p> <p>NOTE: The acknowledgement must be in writing and may be separate from the contract for services or printed on the contract for services. The following language will be sufficient: "In the event of a bad check or the equipment being taken without Dealer's permission, Customer acknowledges that Dealer shall be entitled to repossess the Equipment. The Customer shall have no claim against Dealer for any damages or other monies whatsoever if Dealer repossesses or attempts to repossess the Equipment."</p>
When does my lien have priority over the bank's security interest?	<p>If you have possession of the equipment and comply with the above requirements, your lien will have priority over the bank's security interest.</p>
<p>These materials are intended to be general summaries only. Contact your attorney for your specific situation.</p>	