

ALASKA

CONSTRUCTION or MECHANICS

LIEN FORMS

PACKAGE

CONTRACTOR EDITION
(sole proprietor)

Control Number: AK-P091-PKG



U.S. Legal Forms™ thanks you for your purchase of a Construction Lien Forms Package. This package is an important tool to help you with the legal issues that may arise between a contractor who performs services and/or supplies materials or equipment to a property but is not paid for the services/materials/equipment. This package includes state specific forms for a contractor operating as a sole proprietor or individual.

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I. FORM LIST

With your Construction Lien Package, you will find many of the forms that are necessary to protect your legal rights or claims to secure and enforce a lien on property for unpaid services and/or materials or equipment.

Included in your package are the following forms:

1. Notice of Right to Lien
2. Stop Lending Notice
3. Revocation of Stop Lending Notice
4. Accounting of Amount Due and Unpaid
5. Claim of Lien
6. Notice of Completion
7. Request for Information by Lien Claimant
8. Certification of Job Progress
9. Request for Information by Subcontractor
10. Response to Request for Information by Subcontractor
11. Notice of Intent to File Notice of Completion
12. Notice of Extension
13. Notice of Lis Pendens

14. Response of Claimant to Request RE Amount Due and Unpaid
15. Waiver of Lien
16. Waiver of Stop Lending Notice Rights

II. DESCRIPTIONS OF FORMS

Brief descriptions of the forms contained in your U.S. Legal Forms™ Construction Lien Package are found below.

Notice of Right to Lien - Alaska law provides that before furnishing labor, material, service, or equipment for a project, a person may give this Notice to the owner or the owner's agent. It serves to put the property owner on notice that a lien may result from the furnishing of labor, material, service, or equipment.

Stop Lending Notice - Alaska statutes permit a claimant to whom payment for labor, material, service, or equipment is past due to file a stop-lending notice with the financial lender funding the construction project. The legal effect of a properly served stop lending notice is that the lender may not release any additional funds for the project until ninety (90) days have passed or the lender receives a written revocation from the lien claimant.

Revocation of Stop Lending Notice - Alaska statutes permit a claimant to whom payment for labor, material, service, or equipment is past due to file a stop-lending notice with the financial lender funding the construction project. The legal effect of a properly served stop lending notice is that the lender may not release any additional funds for the project until ninety (90) days have passed or the lender receives a written revocation from the lien claimant.

Accounting of Amount Due and Unpaid - Alaska statutes require a lien claimant to disclose information about his/her lien when requested to do so by a property owner, lender, or prime contractor. Specifically, the lien claimant must disclose the most recent accounting of the amount due and unpaid to the claimant and a description of labor, materials, services, or equipment that the claimant reasonably anticipates furnishing within five (5) days of the request.

Claim of Lien - This Claim of Lien form is used by a claimant to officially record a construction lien. If the owner files a Notice of Completion, the claim form must be filed within ninety (90) days after the completion of the construction contract or within ninety (90) days after the lien claimant ceases to furnish labor, material, services, or equipment. If no Notice of Completion is filed, and the claimant is provided directly with a copy of the Notice of Completion, or the claimant has not provided a Notice of Right to Claim Lien, the claim of lien notice must be filed within fifteen (15) days.

Notice of Completion - This Notice of Completion form is recorded by the property owner to put all parties in interest on notice that the project is complete and the time within which a party may file a lien is running. This form is signed by an individual whose signature is notarized.

Request for Information by Lien Claimant - If requested, a prime contractor must provide certain information including the legal description of the property, owner and lender information, and payment bond, if any, to any person entitled to a lien within five (5) days of the date of request.

Certification of Job Progress - A draw against construction financing may be made only after certification of job progress is delivered to the lender by the owner. Alaska statutes set out the information required to be included in this form and compel the owner to state to whom the draw will be paid. Failure to make payments as set out in the certification constitutes a class A misdemeanor.

Request for Information by Subcontractor - At the request of any person who may claim a lien through a claimant other than a prime contractor, the claimant shall provide, within five days, the name of the person who contracted for the furnishing by the claimant of the labor, materials, services, or equipment from which a lien claim may arise.

Response to Request for Information by Subcontractor - At the request of any person who may claim a lien through a claimant other than a prime contractor, the claimant shall provide, within five days, the name of the person who contracted for the furnishing by the claimant of the labor, materials, services, or equipment from which a lien claim may arise. This form is used by the claimant to respond to that request.

Notice of Intent to File Notice of Completion - This Notice of Intent to File Notice of Completion is for use by an individual owner of real property undergoing improvements that may be subject to a lien to provide notice at least five days before the recording of the notice of completion to all claimants who have given a notice of right to lien or a stop-lending notice to the owner and the lender prior to 10 days before recording a notice of completion, of the date of completion of the improvements, the name and address of the owner of the property, the nature of the interest or estate of the owner, a legal description of the property, the name of the general contractor on the project, and a copy of the notice of completion.

Notice of Extension - This Notice of Extension form is for use by an individual lien claimant who has furnished labor, material, services, or equipment for the improvement of property to provide notice of the date and location of recording of his or her initial claim of lien, the current balance owed the lien claimant for labor, material, services, or equipment furnished and a request for a six-month extension of the binding effect of the initial lien on the real property. The lien claimant must record this Notice of Extension in the same recording office within the original six-month period after the initial claim of lien was recorded.

Notice of Lis Pendens - This Notice of Lis Pendens is for use by an individual to provide notice of the pendency of an action affecting the title to or the right of possession of real property, and includes the court where the action has been filed, the names of the parties to the action, the object of the action or defense and the location and legal description of the affected property.

Response of Claimant to Request RE Amount Due and Unpaid - This Request to Claimant Regarding Amount Due and Unpaid is for use by an individual owner or lender with an interest in property undergoing improvements to request that the lien claimant disclose within ten days after receipt of the request a written statement of the amount due to the claimant and unpaid.

Waiver of Lien - This Waiver of Lien is for use by an individual who has claimed a lien for labor, materials, services, or equipment provided for the improvement of property to waive and release any right to a mechanic's lien relating to such labor, materials, services, or equipment as he or she has been paid in full for all labor, materials, services, or equipment furnished to the jobsite or to the person with whom he or she contracted.

Waiver of Stop Lending Notice Rights - This Waiver of Stop-Lending Notice Rights is for use by an individual who has provided and has claimed a lien for labor, materials, services, or equipment for the improvement of property to waive and release any stop-lending notice rights relating to such labor, materials, services, or equipment as he or she has been paid in full for all labor, materials, services, or equipment furnished to the jobsite or to the person with whom he or she contracted.

If you need additional information, please visit www.uslegalforms.com and look up forms by subject matter. You may also wish to visit our legal definitions page at <http://definitions.uslegal.com/>

III. TIPS ON COMPLETING THE FORMS

The form(s) in this packet may contain “form fields” created using Microsoft Word or Adobe Acrobat (“.pdf” format). “Form fields” facilitate completion of the forms using your computer. They do not limit your ability to print the form “in blank” and complete with a typewriter or by hand.

It is also helpful to be able to see the location of the form fields. Go to the View menu, click on Toolbars, and then select Forms. This will open the Forms toolbar. Look for the button on the Forms toolbar that resembles a shaded letter “a”. Click this button and the form fields will be visible.

By clicking on the appropriate form field, you will be able to enter the needed information. In some instances, the form field and the line will disappear after information is entered. In other cases, it will not. The form was created to function in this manner.

IV. DISCLAIMER

These materials were developed by U.S. Legal Forms, Inc. based upon statutes and forms for the subject state. All information and Forms are subject to this Disclaimer:

All forms in this package are provided without any warranty, express or implied, as to their legal effect and completeness. Please use at your own risk. If you have a serious legal problem, we suggest that you consult an attorney in your state. U.S. Legal Forms, Inc. does not provide legal advice. The products offered by U.S. Legal Forms (USLF) are not a substitute for the advice of an attorney.

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