

**FLORIDA**  
**CONSTRUCTION or MECHANICS**  
**LIEN FORMS**  
**PACKAGE**  
**(Individual / Sole Proprietor)**

Control Number: FL-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 DESCRIPTIONS OF FORMS**

This collection of forms is drafted for the individual or sole proprietor to protect your legal rights or claims to secure and enforce a lien on property for unpaid services and/or materials or equipment. Each form is prepared for use by an individual or sole proprietor.

Included in your package are the following forms:

<b>Form No.</b>	<b>Statute</b>	<b>Title</b>
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<b>FL-03196</b>	<b>F.S. §713.13</b>	<b>Notice of Commencement</b>
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**Description:** With the exception of an exempt improvement, an owner, or the owner's authorized agent, before actually commencing to improve any real property, or recommencing completion of any improvement after default or abandonment, whether or not a project has a payment bond, is required to record a notice of commencement in the clerk's office and post on the job site either a certified copy thereof or a notarized statement that the notice of commencement has been filed for recording along with a copy thereof.

<b>FL-03198</b>	<b>F.S. §713.06(2)(c)</b>	<b>Notice to Owner</b>
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**Description:** This form is used by a potential lien claimant not "in privity" (direct contract) with the owner – sub-contractors – in order to provide required notice of their involvement to the owner. This notice informs the owner that the Contractor has hired the sub-contractor to assist in the work of improvement to be done on the Owner's property. Because of this, the Owner may be subject to a lien if, and when, the Contractor fails to satisfy the money owed the Sub-Contractor.

**FL-03199      F.S. §713.06(2)(c)      Transmittal Letter for Notice to Owner**

**Description:** This is a transmittal or cover letter for the Notice to Owner.

**FL-03200      F.S. §713.06(3)(d)(1) Contractor's Final Payment Affidavit**

**Description:** This is the Contractor's final affidavit to owner and is used as the basis for final payment of the balance due on the contract.

**FL-03201      F.S. §713.08      Claim of Lien**

**Description:** This is the form for filing a lien by a lien claimant.

**FL-03202      F.S. §713. 22(2)      Notice of Contest of Lien**

**Description:** This Notice of Contest of Lien Form is for use by an owner or attorney for the owner to notify the lienor that the owner contests the claim of lien filed by the lienor and states that the time within which the lienor may file suit to enforce the lien is limited to 60 days from the date of service of this notice.

**FL-03203      F.S. §713. 22(4)      Waiver and Release of Lien Upon Progress Payment**

**Description:** This form is for use by a lienor to waive and release the lien and right to claim a lien for labor, services or materials furnished through a specific date on the job of the owner of property.

**FL-03204      F.S. §713.20(8)      Conditional Waiver and Release of Lien Upon Progress Payment**

**Description:** This Conditional Partial Release And Waiver Of Lien form is for use by an lienor to waive and release the lien and right to claim a lien for labor, services or materials furnished through a specific date on the job of the owner of the property. This waiver and release is conditioned upon the lienor receiving collected funds in a certain amount for the work, and if the funds are not received within a certain number of days after the date of the waiver, the waiver is void.

**FL-03205      F.S. §713.20(5)      Waiver and Release of Lien Upon Final Payment**

**Description:** This form is for use by a lienor to waive and release a lien and right to claim a lien for labor, services or materials furnished through a specific date on the job of the owner of the property.

**FL-03206      F.S. §713.21      Release of Lien**

**Description:** This Release of Lien form is for use by a lienor to waive, release, and quit claim all liens, lien rights, claims or demands of every kind whatsoever, including his or her claim of lien against certain real estate and improvements on account of work and labor performed, and/or materials furnished in improving the property.

**FL-03207      F.S. §713.16      Request for Sworn Statement of Account By Owner**

**Description:** This Request for Sworn Statement of Account is for use by an owner to demand from a lienor a written statement under oath of his or her account showing the nature of the labor or services performed and to be performed, if any, the materials furnished, the materials to

be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement, for the improvement of real property.

**FL-03208      F.S. §713.16      Sworn Statement of Account from Lienor to Owner**

**Description:** Sworn Statement of Account from Lienor to Owner – F.S. §713.16 - This is a sworn statement of account from a lienor in response to a request from an owner for a sworn statement

**FL-03209      F.S. §713.24      Notice of Transfer to Security**

**Description:** Any lien claimed under this part may be transferred, by any person having an interest in the real property upon which the lien is imposed or the contract under which the lien is claimed, from such real property to other security by either cash deposit with clerk or surety bond.

**FL-03210      F.S. §713.07(4)      Affidavit of Abandonment and Intent to Recommence Construction**

**Description:** An Affidavit is a sworn, written statement of facts, signed by the 'affiant' (the person making the statement) before a notary public or other official witness. The affiant swears to the truth and accuracy of the statement contained in the affidavit. This document, an Affidavit of Abandonment and Intent To Recommence Construction is a model affidavit for an individual recording the type of information stated. It must be signed before a notary, who must sign and stamp the document. Adapt the text to fit your facts.

**FL-03211      F.S. §713.07(4)      Notice of Recommencement**

**Description:** If construction ceases before completion and the owner desires to recommence construction, the owner may pay all lienors in full or pro rata in accordance with s. 713.06(4) prior to recommencement in which event all liens for the recommenced construction shall take priority from such recommencement; or the owner may record an affidavit in the clerk's office stating his or her intention to recommence construction and that all lienors giving notice have been paid in full except those listed therein as not having been so paid in which event 30 days after such recording, the rights of any person acquiring any interest, lien or encumbrance on said property or of any lienor on the recommenced construction shall be paramount to any lien on the prior construction unless such prior lienor records a claim of lien within said 30-day period. A copy of said affidavit shall be served on each lienor named therein. Before recommencing, the owner must record and post a notice of commencement for the recommenced construction, as provided in s. 713.13. See 713.07 Priority of liens.

**FL-03212      F.S. §713.132      Notice of Termination of Notice of Commencement**

**Description:** An owner may terminate the period of effectiveness of a notice of commencement by executing, swearing to, and recording a notice of termination.

**FL-03213      F.S. §713.245(4)      Certificate of Payment to the Contractor**

**Description:** Within 90 days after a claim of lien is recorded for labor, services, or materials for which the contractor has been paid, the individual owner or contractor may record a notice of bond as specified in s. 713.23(2), together with a copy of the bond and a sworn statement of Certificate Of Payment To Contractor Form. See §713.245 Conditional payment bond.

**FL-03214      F.S. §713.245(6)      Joinder in Certificate of Payment**

**Description:** This Joinder In Certificate Of Payment form is a letter, or notice from an potential lien claimant to the Owner, Surety and Lienor stating that there has been a payment made. This is certified to be true and correct in front of a Notary Public.

**FL-03215      F.S. §713.245(8)      Notice of Contest of Payment**

**Description:** A contractor or the contractor's agent or attorney may elect to shorten the prescribed time within which an action to enforce any claim against a payment bond provided pursuant to this section, or §713.245, by recording in the clerk's office a notice of contest of claim against payment bond. See 713.23 Payment bond.

**FL-03216      F.S. §713.23      Payment Bond**

**Description:** The payment bond required to exempt an owner under this part shall be furnished by the contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract, and a copy of the bond shall be attached to the notice of commencement when the notice of commencement is recorded. The bond shall be executed by a surety insurer authorized to do business in Florida and shall be conditioned on the contractor promptly making payments for labor, services, and material to all lienors under the contractor's direct contract. Any form of bond given by a contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

**FL-03217      F.S. §255.05      Public Construction Bond**

**Description:** This bond is made between a Corporation, Principal and Owner. The Corporation is the Surety for the Principal; therefore, the Corporation will pay the amount of the contract if all of the conditions listed in the bond are met. If even one of the conditions is not met, the Corporation, or Surety, is not liable to the Owner.

**FL-03218      F.S. §713.23(1)(c)      Notice to Contractor**

**Description:** Either before beginning or within 45 days after beginning to furnish labor, materials, or supplies, an individual lienor who is not in privity with the contractor, except a laborer, shall serve the contractor with notice in writing that the lienor will look to the contractor's bond for protection on the work. See 713.23 Payment bond.

**FL-03219      F.S. §713.20(5)      Conditional Waiver and Release Upon Final Payment**

**Description:** This Conditional Waiver and Release of Lien Upon Final Payment form is for use by a lienor to waive and release the lien and right to claim a lien for labor, services or materials furnished in consideration of final payment. This waiver is conditional upon the lienor receiving final payment for his or her work, and if funds are not received, the waiver is void.

**FL-03220      F.S. §713.23      Notice of Bond**

**Description:** This form is for an individual to advise a claimant that has filed a Claim of lien that the project is secured by a bond.

**FL-03221      F.S. §713.15      Demand for Reclamation**

**Description:** This form is for a supplier of materials to demand return of materials not used in the project.

**FL-03222      F.S. §713.13(1)(a)      Notarized Statement that Notice of Commencement Has Been Recorded**

**Description:** This Notarized Statement Regarding the Notice of Commencement form is signed and filed by the Owner of a parcel of land. The owner affirms that the Notice of Commencement has been recorded. The statement is notarized.

**FL-03223      F.S. §713.16(5)(a)      Lienor's Request for Sworn Statement from Owner**

**Description:** This is a form for a lienor to request from the owner, a sworn statement showing the amount of all direct contracts; the amount paid by or on behalf of the owner for all labor, services, and materials furnished pursuant to the direct contracts; the dates and amounts paid or to be paid by or on behalf of the owner for all improvements described in any direct contracts; and the reasonable estimated costs of completing, according to the terms and specifications of same, any direct contract under which construction has ceased.

**FL-03224      F.S. §713.16(5)(a)      Owner's Sworn Statement Concerning Direct Contracts**

**Description:** This is a form for an Owner to respond to a request from a lienor to the owner for a sworn statement of the amount of all direct contracts; the amount paid by or on behalf of the owner for all labor, services, and materials furnished pursuant to the direct contracts; the dates and amounts paid or to be paid by or on behalf of the owner for all improvements described in any direct contracts; and the reasonable estimated costs of completing, according to the terms and specifications of same, any direct contract under which construction has ceased.

**FL-03225      F.S. §713.06(3)(c)      Contractor's Affidavit – Interim Payments – for when any payment is due and NOT the final payment to contractor.**

**Description:** This Contractor's Interim Payment Affidavit is for use by a contractor who has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property, for the purposes of obtaining payment from the owner. This form also states that all of the work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the lienors listed in the form.

**FL-03226      F.S. §713.06(3)(g)      Owner's 10 Day Notice to Contractor of Intent to Pay Lienor(s)**

**Description:** This Owner's 10-Day Notice to Contractor of Intent to Pay Lienors form is for use by an owner to inform the contractor with ten days' notice and before he or she pays any money directly to any lienor except the contractor or any laborer, that he or she intends to make payments directly to listed lienors in specific amounts.

**FL-03227      F.S. §713.06(3)(d)      Notice from Owner to Contractor to Furnish the Contractor's Final Payment Affidavit**

**Description:** This Notice from Owner to Contractor to Furnish Contractor's Final Payment Affidavit is for use by an owner to request that a contractor furnish a final payment affidavit

stating that all lienors under the direct contract who have timely served a notice have been paid in full, or showing the name of each such lienor who has not been paid in full and the amount due or to become due each for labor, services, or materials furnished pursuant to contract for the construction of certain improvements to real property.

**FL-03228      F.S. §713.12      Notice of Objection to Contract**

**Description:** This Notice of Objection to Contract form is for use by a husband or wife within ten days of learning of the contract for the construction of improvements to real property to object to the contract signed by the other spouse that affects property owned by the objecting spouse or both spouses jointly and to state that the spouse who entered into the contract shall not be deemed to be the agent of the objecting spouse to the extent of subjecting the right, title, or interest of the objecting spouse in such property to liens.

**FL-03229      F.S. §713.235(1)      Waiver of Right to Claim Against The Payment Bond  
(Progress Payment)**

**Description:** This Waiver of Right to Claim Against the Payment Bond (Progress Payment) is for use by a lienor to waive his or her right to claim against the payment bond for labor, services, or materials furnished through a specific date on a particular job of an owner of property for improvements in consideration of a certain sum of money.

**FL-03230      F.S. §713.235(2)      Waiver of Right to Claim Against The Payment Bond  
(Final Payment)**

**Description:** This Waiver of Right to Claim Against the Payment Bond (Final Payment) is for use by an individual lienor in consideration of final payment to waive his or her right to claim against the payment bond for labor, services or materials furnished on a job of an owner of property for improvements.

**FL-03231      F.S. §713.23(1)(b)      Demand for Copy of Bond**

**Description:** This Demand for Copy of Bond is for use by a lienor to demand from an owner, contractor or surety a true copy of the bond at the cost of reproduction that secures a claim of lien.

**FL-03232      F.S. §713.23(1)(d)      Notice of Nonpayment**

**Description:** This Notice of Nonpayment is for use by a lienor to notify a contractor or surety that he or she has furnished certain labor, services or materials for improvement of real property and to set forth the amount due and unpaid.

**FL-03233      F.S. §713.23(1)(e)      Notice of Contest of Claim Against Payment Bond**

**Description:** This Notice of Contest of Claim Against Payment Bond is for a contractor to notify the lienor that he or she contests the lienor's notice of nonpayment and to state that the time within which the lienor may file suit to enforce his or her claim is limited to 60 days from the date of service of the notice.

**FL-03234      F.S. §713.165(1)      Request for list of Subcontractors and Suppliers**

**Description:** This Request for List of Subcontractors and Suppliers form is for use by a owner of property to request that a contractor furnish within 10 days of receipt of the request a list of all

subcontractors and suppliers who have any contract with the contractor to furnish any material or to perform any service for the contractor with respect to the owner's real property or improvement thereto.

**FL-03235      F.S. §713.165(2)      Response to Request for list of subcontractors and suppliers by owner**

**Description:** This Response to Request for List of Subcontractors and Suppliers form is for use by a contractor to provide to a property owner or a property owner's agent a list of all subcontractors and suppliers who have a contract with the contractor (as of the date the contractor received a request for the same) to furnish any material or perform any service with respect to real property or improvement to real property. This response must be filed within ten days of receipt of the request.

**FL-03236      F.S. §713.19      Assignment of Lien**

**Description:** This Assignment of Lien form is for use by a lien claimant to assign his or her claim and lien and all the rights and remedies under law to which the lien claimant is entitled for the purpose of filing and for the enforcement of the lien for the value of labor, materials, or laborers supplied for the purpose of improvements of real property.

**FL-03237      F.S. §713.16      Request for Sworn Statement of Account by Lienor or Owner**

**Description:** This Request for Sworn Statement of Account by Lienor form is for use by a lienor or owner, or anyone contracting with either the lienor or owner, and is a demand for a written statement under oath of his or her account showing the nature of the labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement, for the improvement of real property. Basically, this form can be used by any party to a contract or any subcontractor related to a contract, to obtain a status report of the performance of that contract.

**FL-03238      F.S. §713.16      Request for Sworn Statement of Account By Contractor**

**Description:** This Request for Sworn Statement of Account by Contractor form is for use by an individual contractor to demand from a lienor a written statement under oath of his or her account showing the nature of the labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement by the lienor, for the improvement of real property.

**FL-03239      F.S. §713.16      Sworn Statement of Account from Party to Contract to Lienor**

**Description:** This Sworn Statement of Account from Other Party to Contract to Lienor is for use by a party to a contract to respond to a lienor's demand for a statement of account, and includes the nature of labor or services performed or to be performed, materials furnished or to be furnished, amount paid to date, amount due, amount to become due, amount of contract, and the names of parties to the contract.



**FL-03240      F.S. §713.16      Sworn Statement of Account from Lienor to Contractor**

**Description:** This Sworn Statement of Account from Lienor to Contractor form is for use by an lienor to respond to a contractor's demand for a statement of account and includes the nature of labor or services performed or to be performed, materials furnished or to be furnished, amount paid to date, amount due or to become due, amount of contract and the names of the parties to the contract.

**FL-03241      F.S. §713.06(3)      Contractor's Interim Payment Affidavit**

**Description:** This Contractor's Interim Payment Affidavit is for use by a contractor who has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property, for the purposes of obtaining payment from the owner. This form also states that all of the work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the lienors listed in the form.

If you need additional information, please visit [www.uslegalforms.com](http://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/>

## **II. 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.

## **III. 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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