

**IOWA**  
**CONSTRUCTION or MECHANICS**  
**LIEN FORMS**

**PACKAGE**

**CONTRACTOR EDITION**  
**(sole proprietor)**

Control Number: IA-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.

### **TABLE OF CONTENTS**

- |      |                              |
|------|------------------------------|
| I.   | Form List with descriptions  |
| II.  | Descriptions of Forms        |
| III. | Tips on Completing the Forms |
| IV.  | Disclaimer                   |

### **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. Verified Statement of Account
2. Notice of Claim of Lien
3. Contractor's Notice to Owner
4. Notice to Owner of Dwelling
5. Acknowledgment of Satisfaction
6. Subcontractor's Notice of Nonpayment
7. Notice to Primary Contractor of Furnishing
8. Waiver of Lien
9. Conditional Waiver and Release Upon Progress Payment
10. Unconditional Waiver and Release Upon Progress Payment
11. Conditional Waiver and Release Upon Final Payment
12. Unconditional Waiver and Release Upon Final Payment

## II. DESCRIPTIONS OF FORMS

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

Verified Statement of Account - Iowa law requires a party seeking to perfect a mechanic's lien to file a verified statement with the clerk of the district court of the county in which the building, land, or improvement is situated. The verified statement contains a description of the property and the name and address of the property owner. It is the responsibility of the district court clerk to forward a copy of the lien to the property owner after filing. The verified statement must be filed within ninety (90) days from the date on which the last material was furnished or labor performed.

Notice of Claim of Lien - A contractor or a subcontractor may perfect a mechanics lien beyond ninety days after the date on which the last of the material was furnished or the last of the labor was performed by filing a claim with the clerk of the district court and giving written notice thereof to the owner. Such notice may be served by any person in the manner original notices are required to be served.

Contractor's Notice to Owner - Whenever a contractor enters into a contract for an owner-occupied dwelling, and intends to use subcontractors, Iowa law requires the contractor to provide a form notice. This notice advises the owner-occupier that the contractor is required to provide a list of subcontractors and that these subcontractors may have lien rights if not paid.

Notice to Owner of Dwelling - A subcontractor or party other than a principal contractor is required to provide a form notice to the property owner to perfect a lien. The notice may be delivered by personal service or by certified mail. The notice advises the owner that a lien could be filed against the property and that the owner should not make further payments to the contractor without receiving a waiver from the party providing the notice.

Acknowledgment of Satisfaction - When a lien is satisfied by payment, Iowa law requires the lien holder to acknowledge satisfaction of the lien in the mechanic's lien book or in writing. If necessary, any party with an interest in the property may make a written demand on the Lienholder that an acknowledgement of satisfaction be recorded. Failure of the Lienholder to acknowledge satisfaction of the lien within thirty (30) days of receipt of the demand will result in the lien holder being held liable for any damages that result from the refusal to comply with the demand.

Subcontractor's Notice of Nonpayment - It is permissible under Iowa law for a subcontractor to bring a legal action against a principal contractor for the value of labor and/or materials furnished by the subcontractor. However, prior to bringing such a suit, the subcontractor must furnish the contractor with a notice of non-payment, delivered in a reasonable manner. In a subsequent lawsuit the amount of damages that can be awarded to the subcontractor may be limited if the contractor provides a bond to the circuit clerk within fifteen days of receipt of this notice.

Notice to Primary Contractor of Furnishing - A party which furnishes labor and/or materials to a subcontractor must make additional provisions in order to be entitled to a lien. First, a notice must be provided to the primary contractor advising of the name, address, and telephone number of the party furnishing to the subcontractor, and the name of the subcontractor. This notice must be provided within thirty (30) days of the first furnishing of labor/ and or materials.

Waiver of Lien - Iowa law states that a property owner is not obligated to pay an original contractor until ninety (90) days from the completion of the building or improvement, unless the contractor provides waivers of lien signed by all parties who might claim a lien against the property.

Conditional Waiver and Release Upon Progress Payment - This Conditional Waiver and Release of Lien Upon Progress Payment form is for use by a lienor, for consideration to waive and release the lienor's lien and right to claim a lien for labor, services or materials furnished through a particular date to a customer on the job of an owner of property. This Conditional Waiver and Release of Lien Upon Progress Payment is conditioned upon the lienor receiving collected funds for the work provided, and if such funds are not received within a certain number of days of the date of this waiver, it is void.

Unconditional Waiver and Release Upon Progress Payment - This Unconditional Waiver and Release of Lien Upon Progress Payment form is for use by a lienor for consideration to waive and release the lienor's lien and right to claim a lien for labor, services or materials furnished through a particular date to a customer on the job of an owner of property.

Conditional Waiver and Release Upon Final Payment - This Conditional Waiver and Release of Lien Upon Final Payment is for use by a lienor for consideration of a final payment to waive and release the lienor's lien and right to claim a lien for labor, services or materials furnished through a particular date to a customer on the job of an owner of property. This Conditional Waiver and Release of Lien Upon Final Payment is conditioned upon the lienor receiving collected funds for the work provided, and if such funds are not received within a certain number of days of the date of this waiver, it is void.

Unconditional Waiver and Release Upon Final Payment - This Unconditional Waiver and Release of Lien Upon Final Payment form is for use by a lienor for consideration of the final payment to waive and release the lienor's lien and right to claim a lien for labor, services or materials furnished through a particular date to a customer on the job of an owner of property.

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/>

### **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.**

**THESE MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL U.S. LEGAL FORMS, INC. OR ITS AGENTS OR OFFICERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, EVEN IF U.S. LEGAL FORMS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**