

LOUISIANA
CONSTRUCTION or MECHANICS
LIEN FORMS
PACKAGE
CONTRACTOR EDITION
(sole proprietor)

Control Number: LA-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 Contract - Professional Subconsultant
2. Notice to Owner of Contract - Prime Consultant\Professional Subconsultant
3. Notice of Contract
4. Mutual Release of Notice of Contract with Affidavit
5. Statement of Claim and Privilege
6. Notice of Lease of Movables
7. Notice of Non-Payment (Seller of Movables)
8. Notice of Termination
9. Notice of Lien Rights
10. Notice to Owner of Obligation Arising from Contract
11. Request for Reinscription of Notice of Contract

II. DESCRIPTIONS OF FORMS

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

Notice of Contract - Professional Subconsultant - form is for use by an individual Professional Subconsultant to provide notice to an owner of a contract, within 30 days after the date that the subconsultant enters into a written contract of employment. This notice include the name and address of the Employer (Prime Professional), the date of the employment/contract, a general description of the work undertaken, a description of the property where the construction is to be performed, the price of the work to be performed or method by which the price will be calculated, and the date payment for the work is to be made.

Notice to Owner of Contract - Prime Consultant\Professional Subconsultant - This Notice to Owner of Contract - Prime Consultant\Professional Subconsultant form is for use by an individual Prime Consultant/Professional Subconsultant who has a claim against an owner and contractor to secure payment for obligations arising out of the performance of work under a contract, to provide notice to the owner of the contract within 30 days after the date that the Prime Consultant/Professional Subconsultant is employed. This notice includes the name and address of the Subconsultant, the name and address of the employer (Prime Professional), the date of the employment/contract, a general description of the work undertaken, and a description of the property where the construction is to be performed.

Notice of Contract - This Notice of Contract form is for use by an individual contractor and owner to provide notice of a contract before the contractor begins work on the immovable, and includes the legal property description of the immovable upon which the work is to be performed and the name of the project, the price of the work to be performed or method by which the price will be calculated and an estimate, the date payment for the work is to be made, a general description of the work undertaken and whether a bond of a solvent, legal surety for the work to be performed under the contract is attached.

Demand for Lien Waiver - Oklahoma law permits a property owner to issue a written demand to a contractor in which the property owner requests a waiver from all persons providing labor and/or materials. This form also places the contractor on notice that the owner may elect to withhold payment from the contractor in the amount of any claims made by unpaid and unwaived laborers or material suppliers.

Mutual Release of Notice of Contract with Affidavit - This Mutual Release of Notice of Contract with Affidavit form is for an individual contractor and owner to provide information including the location and description of land where the parties entered into an employment/contract for work to be performed, a statement that no work had begun on the land as of a certain date, and that the contractor and owner desire to mutually release the Notice of Contract for the project, making it ineffective. The recorder of mortgages shall immediately cancel the contract upon the filing of this Mutual Release with Affidavit.

Statement of Claim and Privilege - This Statement of Claim and Privilege is for use by an individual to preserve a lien and privilege granted by law for work, labor, services and material performed by the individual in the construction of improvements upon the property, and includes a legal description and address of the property, and that the debt, plus costs of filing this affidavit, is past due, owing and unpaid, and all just credits have been allowed.

Notice of Lease of Movables - This Notice of Lease of Movables is for use by an individual to provide notice to an owner or contractor within no more than ten days after the individual as a lessor of movables, delivered equipment or movables to the described property for use in a work. This notice includes a summary of the lease terms, and a copy of the lease agreement is enclosed with the notice. The individual providing this notice reserves its right to lien the property in the event it is not paid for the lease of the equipment or movables.

Notice of Non-Payment (Seller of Movables) - This Notice of Non-Payment (Seller of Movables) form is for use by an individual in accordance with Louisiana Revised Statute 9:4802(G)(2)-(3) to provide notice that a specific amount of money is immediately due to the seller of movables. This notice states that the seller will file a statement of claim and privilege against the identified property if payment of the statement amount is not made within ten days from the date of the notice. The notice includes the name and address of the seller of movables incorporated into the property, the general description of materials and movables provided, and the description/address of the property against which the lien may be claimed.

Notice of Lien Rights - This Notice of Lien Rights form is for use by a contractor to provide notice to an owner of residential property that the contractor is about to begin improving the owner's residential property according to the terms and conditions of a contract, and that a right to file a lien against the owner's property and improvements is granted to every contractor, subcontractor, architect, engineer, surveyor, mechanic, cart-man, truckman, workman, laborer, or furnisher of material, machinery or fixtures, who performs work or furnishes material for the improvement or repair of the owner's property, for the payment in principal and interest of such work or labor performed, or the materials, machinery or fixtures furnished, and for the cost of recording such privilege. Further, the notice provides that the owner shall be liable to subcontractors, materialmen, suppliers or laborers for any unpaid amounts due them pursuant to their timely filed claims to the same extent as is the designated contractor when a contract is unwritten and/or unrecorded, or a bond is not required or is insufficient or unrecorded, or the surety is not proper or solvent. The lien rights granted in the notice can be enforced against the owner's property even though the contractor has been paid in full if the contractor has not paid the persons who furnished the labor or materials for the improvement. The owner may require a written contract, to be recorded, and a bond with sufficient surety to be furnished and recorded by the contractor in an amount sufficient to cover the cost of improvements, thereby relieving the owner, and his or her property, of liability for any unpaid sums remaining due and owing after completion to subcontractors, journeymen, cartmen, workmen, laborers, mechanics, furnishers of material or any other persons furnishing labor, skill, or material on the work who record and serve their claims in accordance with the requirements of law.

Notice to Owner of Obligation Arising from Contract - This Notice to Owner of Obligation Arising from Contract is for use by an individual who has a claim against an owner and a contractor to secure payment for obligations arising out of the performance of work under a contract to provide notice to the owner of such obligation prior to the filing of a notice of termination of the work or the substantial completion or abandonment of the work, if a notice of termination is not filed. The notice includes the nature of the work or services performed by the individual to whom the obligation is owed and his or her mailing address. After receipt of this notice, the owner must notify the individual as required by R.S. 9:4842(A) within three days of filing a notice of termination of the work or the substantial completion or abandonment of the work, if a notice of termination is not filed. If the owner fails to give notice to the individual within ten days of commencement of the period for preservation of claims and privileges, the owner will be liable for all costs and attorney's fees for the establishment and enforcement of the claim or privilege.

Request for Reinscription of Notice of Contract - This Request for Reinscription of Notice of Contract form is for use by an individual, as an interested person to request a reinscription of a Notice of Contract from the recorder of mortgages. This request provides the date the Notice of Contract was filed, the registry number or other recordation information of the instrument and the name of the obligor of the debt secured by the privilege as it appears in the Notice of Contract. This Request must be made within the five year period after the Notice of Contract was filed, and before the effect of the filing of the Notice of Contract has ceased.

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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