

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

Control Number: MD-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 to Owner or Owner's Agent of Intention to Claim a Lien
2. Release of Lien - Subcontractor or Material Supplier
3. Conditional Waiver and Release Upon Progress Payment
4. Unconditional Waiver and Release Upon Progress Payment
5. Conditional Waiver and Release Upon Final Payment
6. 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.

Notice to Owner or Owner's Agent of Intention to Claim a Lien - Maryland law requires a party who wishes to claim a lien to file a Petition to Establish a Lien in the appropriate court. A prerequisite to this filing is a valid Notice of Intent to Claim a Lien. The Notice of Intent must be provided to the property owner within one hundred twenty (120) days after doing the work or furnishing the materials. It must be served personally on the property owner or by certified or registered mail.

Release of Lien - Subcontractor or Material Supplier - This Release of Lien - Subcontractor or Material Supplier form is for use by an individual subcontractor or material supplier to acknowledge receipt of payment in full for work performed and/or materials furnished for improvements to property and to affirm that he or she releases any lien it may have in connection with the property for work performed and materials furnished.

Conditional Waiver and Release Upon Progress Payment - This Conditional Waiver and Release Upon Progress Payment form is for use by an individual lienor, in consideration of a certain sum of money to affirm the waiver and release of his or her lien and right to claim a lien for labor, services or materials furnished on a particular job of the owner of property. This Conditional Waiver and Release of Lien Upon Progress Payment is conditioned upon the lienor receiving collected funds in a certain amount for the work, and will be considered void if the funds are not received within a certain number of days of the date of the waiver.

Unconditional Waiver and Release Upon Progress Payment - This Unconditional Waiver and Release Upon Progress Payment form is for use by an individual lienor, in consideration of a certain sum of money to affirm his or her waiver and release of lien and right to claim a lien for labor, services or materials furnished through a certain date to a customer on the job of the owner of property.

Conditional Waiver and Release Upon Final Payment - This Conditional Waiver and Release Upon Final Payment is for use by an individual lienor, in consideration of final payment to affirm his or her waiver and release of lien and right to claim a lien for labor, services or materials furnished through a certain 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 in a certain amount for the work, and will be considered void if such funds are not received within a certain number of days of the date of the waiver.

Unconditional Waiver and Release Upon Final Payment - This Unconditional Waiver and Release Upon Final Payment is for use by an individual lienor, in consideration of final payment to affirm his or her waiver and release of lien and right to claim a lien for labor, services or materials furnished through a certain 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.**

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