

MAINE

CONSTRUCTION or MECHANICS

LIEN FORMS

PACKAGE

CONTRACTOR EDITION
(sole proprietor)

Control Number: ME-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 Nonresponsibility
2. Notice of Furnishing Absent Contract
3. Notice to Bona Fide Purchaser
4. Notice to Owner
5. Discharge of Lien
6. Conditional Waiver and Release Upon Progress Payment
7. Unconditional Waiver and Release Upon Progress Payment
8. Conditional Waiver and Release Upon Final Payment
9. 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 of Nonresponsibility - When labor, materials, or services are provided towards the improvement of property without the benefit of a contract between the party supplying the labor, materials, or services, and the property owner, Maine law permits the property owner to prevent a lien from attaching to his property by giving written notice to the potential lien holder that the owner will not be responsible for the value of said improvements.

Notice of Furnishing Absent Contract - Form ME-01-09 allows a property owner to deny responsibility for labor, materials, or services provided without a contract. However, a party who provides labor, materials, or services without a contract can preserve his lien by filing a Notice of Furnishing within ninety (90) days after he ceases to provide labor, materials, or services. Said notice must be filed with the county register of deeds.

Notice to Bona Fide Purchaser - Maine law provides that when a party purchases a house or building, they will take title to the property free from any liens claimed against it UNLESS before the purchaser takes title, the lien claimant has filed a Notice of Furnishing or the attached Notice to Bona Fide Purchaser. The Notice to Bona Fide Purchaser must be filed with the register of deeds in the county in question and if the claimant is a real estate licensee, a copy of the Notice must be sent by certified mail. However, the Notice is only good for one hundred and twenty (120) days from the date of filing.

Notice to Owner - WARNING: Maine law on this issue is extremely complex and interested parties should always consult with statutes directly. As a general rule, when a party provides labor, materials, or services to a property owner without a contract with the owner (hereinafter called subcontractor), that party is generally entitled to a lien for the value of labor, materials, or services provided. However, the owner is entitled to claim as a defense that the subcontractor is only entitled to a lien for the amount of the balance remaining due on the contract between the owner and the principal contractor. This defense only applies, however, to sums paid from the owner to the contractor before the subcontractor files suit or provides this Notice to Owner. This Notice communicates to the owner that the owner has a responsibility to ensure that the subcontractor is paid or the owner may be required to pay the amount due twice.

Discharge of Lien - While Maine law does not have a specific provision that addresses how liens are released, this form is a general purpose form which allows a lien holder to release a lien after being paid in full.

Conditional Waiver and Release Upon Progress Payment - This Conditional Waiver and Release Upon Progress Payment is for use by an individual lienor in consideration of a certain sum of money to waive and release his or her 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 Progress Payment is conditioned upon the lienor receiving collected funds in a certain amount for 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 Progress Payment - This Unconditional Waiver and Release Upon Progress Payment is for use by an individual lienor, in consideration of a certain

sum of money to waive and release his or her 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.

Conditional Waiver and Release Upon Final Payment - This Conditional Waiver and Release Upon Final Payment form is for use by an individual lienor, in consideration of final payment to waive and release his or her 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 this waiver.

Unconditional Waiver and Release Upon Final Payment - This Unconditional Waiver and Release Upon Final Payment form is for use by an individual lienor, in consideration of final payment to waive and release his or her 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 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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