

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

Control Number: MN-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. Contractor's Notice to Owner
2. Subcontractor's Notice to Owner
3. Subcontractor's Request for Information
4. Contractor's Response to Request
5. Written Notice of Nonpayment
6. Verified Statement of Account
7. Statement of Lien
8. Satisfaction of Mechanic's Lien
9. Receipt and Waiver of Mechanics Lien Rights
10. Assignment of Mechanic's Lien
11. Affidavit of Service of Mechanic's Lien Statement By Personal Service
12. Affidavit of Service of Mechanic's Lien Statement by Certified Mail
13. Notice of Lis Pendens

14. Notice of Lis Pendens - Foreclosure of Mechanic's Lien
15. Discharge of Notice of Lis Pendens - Partial or Complete

II. DESCRIPTIONS OF FORMS

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

Contractor's Notice to Owner - Minnesota statutes require a contractor to supply property owners for whom he provides labor, skill, or material, with a form notice as set out in M.S.A. § 514.011. This form notice serves to make the property owner aware that a lien may result from his work and that the owner may withhold payment for subcontractors and other similar parties. If the contractor has an actual contract with the owner, then the notice must be contained in the contract itself and a copy provided to the owner. If there is no contract, this form can be used to provide the appropriate notice. A contractor who does not provide the required notice may not claim a lien or any other remedies provided by statute.

Subcontractor's Notice to Owner - Minnesota statutes require parties who contribute to the improvement of real property without the benefit of a direct oral or written contract with the property owner to provide the owner with this notice. It includes form language required by Minnesota law and serves to let the property owner know exactly what work is being provided and the cost thereof. The subcontractor must provide this notice to the owner within forty-five (45) days after the lien claimant has first furnished labor, skill, or materials in order to claim a lien against the improved property.

Subcontractor's Request for Information - Minnesota law contains provisions whereby contractors, subcontractors, and property owners, are all legally obligated to provide one another with information required to protect their various interests. In this form, a subcontractor demands to know the name and address of the property owner, in order to keep the owner advised as to labor and materials furnished by the subcontractor. The contractor has ten days to respond or become liable for any damages that the subcontractor suffers as a result.

Contractor's Response to Request - Minnesota statutes allow for a subcontractor to demand from a contractor contact information regarding the owner of the property being improved. This form is used by a contractor to respond to that statutory request.

Written Notice of Nonpayment - Minnesota law has many provisions which require mandatory communication between the different parties involved in a construction project. In this form, the party that has been paying the contractor, or the subcontractor that has not been paid, provides notice to the contractor that a subcontractor has not yet been paid for services provided.

Verified Statement of Account - This form is used by a lien claimant to respond to a property owner's request for information about the lien. The request must be made within fifteen (15) days of the completion of work and the lien claimant may not pursue a court action to enforce the lien until ten days after the information is provided.

Statement of Lien - Minnesota law states that any lien expires at the end of one hundred and twenty (120) days after work ceases, unless the lien claimant files a verified statement of account within that period. This form specifically states all the information required by statute to preserve the claimant's lien. A copy of the verified statement must be served personally or by certified mail and be verified by the oath of the party claiming the lien.

Satisfaction of Mechanic's Lien - Minnesota law does not have a specific provision for the release of a lien. However, this form is a general use form that would allow a lien holder to provide notice that the lien is released after being paid in full.

Receipt and Waiver of Mechanics Lien Rights - This Receipt and Waiver of Mechanics Lien Rights form is for use to acknowledge receipt of a sum of money as partial payment for labor, skill and material furnished, as payment for all labor, skill and material furnished except a certain sum for retainage or holdback, or as full and final payment for all labor, skill and material furnished or to be furnished to particular real property. This form serves as a waiver of all rights acquired to file or record a mechanic's lien against the property for labor, skill or material furnished to such property and sets forth that all material furnished has been paid for and all subcontractors employed have been paid in full except for particular persons listed in the form.

Assignment of Mechanic's Lien - This Assignment of Mechanic's Lien by Individual is for use by an individual to assign his or her lien claim and includes information regarding the lien, such as the date the lien was recorded.

Affidavit of Service of Mechanic's Lien Statement by Personal Service - This Affidavit of Service of Mechanic's Lien Statement By Personal Service form is for use by an individual to swear on oath that he or she served a true and correct copy of a Mechanic's Lien Statement by personal service to an owner, owner's authorized agent or person who authorized the work at a particular location.

Affidavit of Service of Mechanic's Lien Statement by Certified Mail - This Affidavit of Service of Mechanic's Lien Statement By Certified Mail form is for use by an individual to swear on oath that he or she served a true and correct copy of a Mechanic's Lien Statement by Certified Mail to an owner, owner's authorized agent or person who authorized the work at a particular location.

Notice of Lis Pendens - This Notice of Lis Pendens form is used to provide notice that a legal action has been filed and includes the names of the parties to the action, the real property affected thereby and the object of the action.

Notice of Lis Pendens - Foreclosure of Mechanic's Lien - This Notice of Lis Pendens Foreclosure of Mechanic's Lien form is used to provide notice that a legal action has been filed and is pending in a particular court, the purpose of the action to establish and foreclose a lien or liens of record based upon the construction or improvement of property and a summons for the same.

Discharge of Notice of Lis Pendens - Partial or Complete - This Discharge of Notice of Lis Pendens Partial or Complete form is for use to certify that a notice of lis pendens in a pending action affecting or involving certain real estate is discharged and the action is dismissed so far as it pertains to the specified 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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