

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

Control Number: NM-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 Right to Claim Lien
2. Mechanic's of Materialman's Request for Information
3. Claim of Lien
4. Conditional Waiver and Release of Lien Upon Progress Payment
5. Unconditional Waiver and Release of Lien Upon Progress Payment
6. Conditional Waiver and Release of Lien Upon Final Payment
7. Unconditional Waiver and Release of Lien Upon Final Payment
8. Assignment of Lien
9. Claim Satisfied Notice
10. Affidavit of Payment of Invoices of Charges and Costs
11. Preliminary Notice
12. Original Contractor's Notice to Subcontractor or Materialman
13. Subcontractor's Notice to Subcontractor or Materialman
14. Subcontractor or Materialman's Request to Subcontractor Regarding Owner or Construction Lender

15. Stop Notice

II. DESCRIPTIONS OF FORMS

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

Notice of Right to Claim Lien - No lien of a mechanic or a materialman claimed in an amount of more than five thousand dollars (\$5,000) may be enforced by action or otherwise unless the lien claimant has given notice in writing of his right to claim a lien in the event of nonpayment and that notice was given not more than sixty days after initially furnishing work or materials, or both, by either certified mail, return receipt requested, Fax with acknowledgment or personal delivery.

Mechanic's of Materialman's Request for Information - New Mexico law provides that a mechanic or materialman may request that an owner or contractor provide in writing certain information necessary for the lien claimant to file a lien claim. The owner or contractor is required to respond to the request within five (5) days, or risk the possibility of being unable to claim a lack of notice as a defense in an action to enforce a lien.

Claim of Lien - Every original contractor, within one hundred and twenty days after the completion of his contract, and every person, except the original contractor, desiring to claim a lien pursuant to Sections 48-2-1 through 48-2-19 NMSA 1978, must, within ninety days after the completion of any building, improvement or structure, or after the completion of the alteration or repair thereof, or the performance of any labor in a mining claim, file for record with the county clerk of the county in which such property or some part thereof is situated, a claim containing a statement of his demands, after deducting all just credits and offsets. The claim shall state the name of the owner or reputed owner, if known, and also the name of the person by whom he was employed, or to whom he furnished the materials, and shall include a statement of the terms, time given and the conditions of the contract, and also a description of the property to be charged with the lien, sufficient for identification. The claim must be verified by the oath of himself or of some other person.

Conditional Waiver and Release of Lien Upon Progress Payment - This Conditional Waiver and Release of Lien Upon Progress Payment form is for use by a lienor, in consideration of a 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 the work described, and if such funds are not received within a particular number of days of the date of the waiver, this Conditional Waiver and Release of Lien is void.

Unconditional Waiver and Release of Lien Upon Progress Payment - This Unconditional Waiver and Release of Lien Upon Progress Payment form is for use by a 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 particular date to a customer on the job of an owner of property.

Conditional Waiver and Release of Lien Upon Final Payment - This Conditional Waiver and Release of Lien Upon Final Payment form is for use by a 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. This Conditional Waiver and Release of Lien Upon Final Payment is conditioned upon the lienor receiving collected funds for the work described, and if such funds are not received within a

certain number of days of the date of this waiver, this Conditional Waiver and Release of Lien is void.

Unconditional Waiver and Release of Lien Upon Final Payment - This Unconditional Waiver and Release of Lien Upon Final Payment form is for use by a 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.

Assignment of Lien - This Assignment of Lien form is for use by an individual lienor who furnished or supplied labor, materials, or laborers for the purpose of improvements of real property, such that the lienor is entitled to a lien for the value of labor, materials, or laborers supplied, to provide notice that he or she assigns his or her claim and lien to an individual who shall have all the rights and remedies under law to which the lienor is entitled subject to all defenses thereto that might be made if such assignment had not been made, for the purpose of filing and for the enforcement of the lien.

Claim Satisfied Notice - This Claim Satisfied Notice form is for use by an individual claimant entitled to a lien for labor and/or materials provided for the improvement of the property to provide a statement that his or her claim has been satisfied and the claimant agrees to discharge the stop notice, and other information including the date of filing of the preliminary notice, the date the claimant presented his or her request for payment to the original contractors, the name of the owner and original contractor of the residential site, a description of the kind of labor or materials furnished, or agreed to be furnished, for the residential site, the name of the person who ordered the labor or who accepted the materials, the total cost of all the labor or materials to be and already furnished to the residential site, and the balance of the money due.

Affidavit of Payment of Invoices of Charges and Costs - This Affidavit of Payment of Invoices of Charges and Costs form is for use by an individual original contractor having accomplished the completion of construction and upon acceptance of final payment from the owner, his or her successor in interest or agent, to state either that all invoices or charges and costs received by the contractor and related to the residential site have been paid, or to provide the names and addresses of persons to whom the contractor has paid in full those invoices of charges and costs arising from furnishing labor or materials incorporated in the residential site, the names and addresses of those subcontractors and materialmen who have presented to the contractor invoices of charges and costs of labor or materials incorporated or to be incorporated in the residential site which have not been paid (accompanied by a waiver of lien for the invoices properly signed by each subcontractor or materialman), and the names and addresses of those subcontractors and materialmen who have presented the contractor invoices of charges and costs of labor or materials incorporated or to be incorporated in the site improvement and which have not been paid and which have not been accompanied by a waiver of lien.

Preliminary Notice - This Preliminary Notice form is for use by an individual that furnished or will furnish labor, services, equipment or materials for use in, and contributing to, work of improvement on real property to provide notice of a general description of the labor, service, equipment, or materials furnished, or to be furnished, and an estimate of the total price thereof, the name and address of the person furnishing that labor, service, equipment, or materials, the name of the person who contracted for purchase of that labor, service, equipment, or materials, and a description of the jobsite sufficient for identification.

Original Contractor's Notice to Subcontractor or Materialman - This Original Contractor's Notice to Subcontractor or Materialman form is for use by an individual original contractor who is proposing to contract with a subcontractor or materialman or both for improvement to a residential site to provide notice of the name and address of the owner of the residential site, the name and address of the construction lender lending the funds, if any, and the loan officer who actually made the construction loan, if any, for the site improvement and the accurate legal description of the residential site, if available, or a description of the residential site sufficient for identification.

Subcontractor's Notice to Subcontractor or Materialman - This Subcontractor's Notice to Subcontractor or Materialman form is for use by an individual subcontractor who has contracted with another subcontractor for labor or a materialman to provide materials for the improvement to a residential site to provide the date the subcontractor received a request for information from the subcontractor or materialman, the name and address of the owner of the residential site, the name and address of the construction lender lending the funds, if any, and the loan officer who actually made the construction loan, if any, for the site improvement, and the accurate legal description of the residential site.

Subcontractor or Materialman's Request to Subcontractor Regarding Owner or Construction Lender - This Subcontractor or Materialman's Request to Subcontractor Regarding Owner or Construction Lender form is for use by an individual subcontractor or materialman who has contracted with a subcontractor to provide materials for the improvement to a residential site to request that the subcontractor provide information, including the name and address of the owner of the residential site, the name and address of the construction lender lending the funds, if any, and the loan officer who actually made the construction loan, if any, for the site improvement, and the accurate legal description of the residential site.

Stop Notice - This Stop Notice form is for use by an individual lien claimant entitled to a lien for labor and/or materials provided for the improvement of property to provide notice of the date the claimant filed a preliminary notice, the date the claimant presented his or her request for payment to the original contractors, the name of the owner and original contractor of the residential site, a description of the kind of labor or materials furnished, or agreed to be furnished, for the residential site, the name of the person who ordered the labor or who accepted the materials, the total cost of all the labor or materials to be furnished to the residential site, the cost of the labor furnished or materials already furnished, the balance of the money due and a statement that the construction lender, if any, or the owner, if there is no construction lender, must withhold a sufficient amount of money from the construction loan funds to satisfy the demand of the undersigned claimant.

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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