

OHIO
CONSTRUCTION or MECHANICS
LIEN FORMS

PACKAGE

CONTRACTOR EDITION
(sole proprietor)

Control Number: OH-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. Affidavit for Mechanic's Lien
2. Release of Mechanic's Lien
3. Request for Release of Funds
4. Request for Lien Information
5. Notice to Commence Suit
6. Notice of Furnishing

II. DESCRIPTIONS OF FORMS

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

Affidavit for Mechanic's Lien - This document is filed with the county recorder by any party claiming to be entitled to payment for labor performed or materials supplied in connection with an improvement to real property.

Release of Mechanic's Lien - This document is filed with the county recorder and serves as notice to potential purchasers and lien claimants that a particular lien has been satisfied, where the party releasing the lien is an individual and not a corporation.

Request for Release of Funds - This sworn affidavit is filed with the county recorder by the original contractor and attests to the fact that the original contractor has paid in full for all labor and work performed and for all materials furnished by the original contractor and all subcontractors, materialmen, and laborers prior to the date of the closing of the purchase or during and prior to the payment period, except such unpaid claims as set forth specifically by claimant and amount claimed. Further, it attests that there are no other claims than those listed in the affidavit. Successful filing of this affidavit by the original contractor allows the lending institution to make payment to the original contractor pursuant to Ohio Revised Code Section 1311.011(B)(4).

Request for Lien Information - When a dispute arises over payment from the contractor to subcontractor, materialman, or laborer, and the subcontractor, materialman, or laborer refuses to release his lien as a result, the owner and/or lending institution may withhold payment from the contractor in the amount disputed. The amount to be withheld must be supplied by the subcontractor, materialman, or laborer, to the contractor within ten days of receipt of a request to supply this information. Failure of the subcontractor, materialman, or laborer to supply this information within ten days will result in the contractor submitting the amount to be withheld to the owner and/or lending institution.

Notice to Commence Suit - This document properly served upon a lienholder puts the lienholder on notice that the lienholder must file suit within sixty days of receipt of this notice or risk having his lien rendered void and the property released. For details on proper service and steps required to render a lien void, please see Ohio Revised Code section 1311.11(A)(1) et seq.

Notice of Furnishing - This document is filed by a subcontractor or materialman who has performed labor or supplied materials for improvements to real property. It serves to preserve the rights of the subcontractor or materialman to be paid for labor and materials furnished where the property owner has filed a Notice of Commencement. If no Notice of Commencement has been filed, no Notice of Furnishing is required to preserve the rights of the materialman or subcontractor. The form does not apply to improvements made pursuant to a home construction contract.

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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