

RHODE ISLAND

CONSTRUCTION or MECHANICS

LIEN FORMS

PACKAGE

CONTRACTOR EDITION
(sole proprietor)

Control Number: RI-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 Intention to Do Work or Furnish Materials
2. Notice of Lis Pendens
3. Demand For Direct Payment
4. Conditional Waiver and Release of Claim of Lien Upon Progress Payment
5. Unconditional Waiver and Release of Claim of Lien Upon Progress Payment
6. Conditional Waiver and Release of Claim of Lien Upon Final Payment
7. Unconditional Waiver and Release of Claim of Lien Upon Final Payment
8. Notice of Possible Mechanic's Lien
9. Assignment of Mechanic's Lien

II. DESCRIPTIONS OF FORMS

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

Notice of Intention to Do Work or Furnish Materials - Any and all liens claimed or that could be claimed under Rhode Island law shall be void and wholly lost to any person unless the person shall, before or within one hundred and twenty (120) days after the doing of such work or the furnishing of such materials, mail by prepaid registered or certified mail, in either case return receipt requested, a notice of intention, hereinafter described, to do work or furnish material, or both, together with a statement that the person so mailing may within one hundred and twenty (120) days after the doing of the work or the furnishing of the materials, file a copy of such notice of intention in the records of land evidence in the city or town in which the land generally described in such notice of intention is located and a further statement that the mailing of the notice of intention and the filing of the copy will perfect a lien of the person so mailing against the land under and subject to the provisions of this chapter, to the owner of record of the land at the time of the mailing, or, in the case of a lien against the interest of any lessee or tenant, to the lessee or tenant, the mailing to be addressed to the last known residence or place of business of the owner or lessee or tenant, but if no residence or place of business is known or ascertainable by the person making the mailing by inquiry of the person with whom the person making the mailing is directly dealing or otherwise, then the mailing under this section shall be to the address of the land, and also shall before or within one hundred and twenty (120) days after the doing of the work or the furnishing of the materials file a copy of the notice of intention in the records of land evidence in the city or town in which the land generally described in the notice of lien is located.

Notice of Lis Pendens - Any and all liens under the provisions of § 34-28-1, 34-28-2, 34-28-3, or 34-28-7 regardless of the mailing and filing of a notice of intention under § 34-28-4 or any exemption therefrom, shall be void and wholly lost to any person claiming a lien under those sections, unless the person shall file a petition to enforce the lien, described in § 34-28-13, in the superior court for the county in which is situated the land upon which the building, canal, turnpike, railroad, or other improvement is being or has been constructed, erected, altered, or repaired, and unless such person shall also file in the records of land evidence in the city or town in which such land is located a notice of lis pendens, described in § 34-28-11, the petition to be filed on the same day as the notice of lis pendens, or within seven (7) days thereafter, and both the petition and the notice of lis pendens to be filed within one hundred and twenty (120) days of the date of the recording of the notice of intention provided in § 34-28-4 and § 34-28-7. The lien of any person under § 34-28-1, 34-28-2, 34-28-3 or 34-28-7 who fails to file a petition and notice of lis pendens under this section within the required one hundred and twenty (120) day period, shall be void and wholly lost as to work done or materials furnished prior to the one hundred and twenty (120) day period, regardless of the fact that the person may thereafter do other work or furnish other materials in the course of the same construction, erection, alteration, or reparation.

Demand For Direct Payment - Any person entitled to any lien under § 34-28-1, 34-28-2 or 34-28-3 who releases the lien before receiving payment for the work done or materials furnished forming the basis of the lien, shall be entitled to demand and receive direct payment therefor from the owner or lessee or tenant or other person as may be obligated or permitted to make the payment on behalf of the owner or lessee or tenant, provided that the person entitled to the lien first obtains the written consent of all persons in line of privity between him or her and the owner or other person; on presentation of a proper demand for the payment, the owner or

lessee or tenant or other person shall, if satisfied as to the amount thereof, make payment, on proper receipt therefor, and credit shall be given therefor by all persons in line of privity between the owner or other person and the person releasing the lien.

Conditional Waiver and Release of Claim of Lien Upon Progress Payment - This Conditional Waiver and Release of Claim of Lien Upon Progress Payment is for use by a lienor 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 the owner of property. This Conditional Waiver and Release of Lien Upon Progress Payment is conditioned upon the lienor receiving collected funds for the work described, and if these funds are not received within a certain days of the date of this waiver, this Conditional Waiver and Release of Lien is void.

Unconditional Waiver and Release of Claim of Lien Upon Progress Payment - This Unconditional Waiver and Release of Claim of Lien Upon Progress Payment form is for use by a lienor in consideration of a certain sum 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 of Claim of Lien Upon Final Payment - This Conditional Waiver and Release of Claim 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 certain date to a customer on the job of the 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 days of the date, this Conditional Waiver and Release of Lien is void.

Unconditional Waiver and Release of Claim of Lien Upon Final Payment - This Unconditional Waiver and Release of Claim 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 certain date to a customer on the job of the owner of property.

Notice of Possible Mechanic's Lien - This Notice of Possible Mechanic's Lien form is for use by an individual to notify owner, lessee or tenant, or owner of less than the fee simple that he or she is about to perform work and/or furnish materials for the construction, erection, alterations, or repair upon the land under contract. This is a notice that the individual and any other persons who provide labor and materials for the improvement under contract with the individual may file a mechanic's lien upon the land in the event of nonpayment to them.

Assignment of Mechanic's Lien - This Assignment of Mechanic's 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 the lienor does hereby assign his or her claim and lien to a designated person 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.

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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