

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

Control Number: SC-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 Furnishing
2. Notice of Commencement
3. Location Notice
4. Notice to Owner
5. Notice of Non-Responsibility
6. Statement of Account
7. Assignment of Claim of Lien
8. Conditional Waiver and Release of Claim of Lien Upon Progress Payment
9. Unconditional Waiver and Release of Claim of Lien Upon Progress Payment
10. Conditional Waiver and Release of Claim of Lien Upon Final Payment
11. Unconditional Waiver and Release of Claim of Lien 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 Furnishing - In no event shall the aggregate amount of any liens filed by a sub-subcontractor or supplier exceed the amount due by the contractor to the subcontractor to whom the sub-subcontractor or supplier has supplied labor, material, or services unless the sub-subcontractor or supplier has provided notice of furnishing labor or materials by certified or registered mail to the contractor.

Notice of Commencement - Any person entering into a direct agreement with, or with the consent of, an owner for the improvement of real property may file with the Clerk of Court or Register of Deeds in the county or counties where the real property is situated a Notice of Project Commencement. The notice must be filed within fifteen days of the commencement of work and must be accompanied by a filing fee of fifteen dollars to be deposited in that county's general fund.

Location Notice - A location notice also must be posted at the job site. The location notice must contain the following statement: "The contractor on the project has filed a Notice of Project Commencement at the County Courthouse. Sub-subcontractors and suppliers to subcontractors shall comply with Section 29-5-20 when filing liens in connection with this project." The failure to file a Notice of Project Commencement shall render the provisions of Sections 29-5-20(B) and 29-5-60(B) inapplicable.

Notice to Owner - Whenever work is done or material is furnished for the improvement of real estate upon the employment of a contractor or some other person than the owner and such laborer, mechanic, contractor or materialman shall in writing notify the owner of the furnishing of such labor or material and the amount or value thereof, the lien given by SECTION 29-5-20 shall attach upon the real estate improved as against the true owner for the amount of the work done or material furnished. But in no event shall the aggregate amount of liens set up hereby exceed the amount due by the owner on the contract price of the improvement made.

Notice of Non-Responsibility - The owner of any such building or structure in the process of erection or being altered or repaired, other than the person by whom or in whose behalf a contract for labor or materials has been made, may prevent the attaching of any lien for labor thereon not at the time performed or materials not then furnished by giving notice, in writing, to the person performing or furnishing such labor or furnishing such materials that he will not be responsible therefor.

Statement of Account - A lien shall be dissolved unless the person desiring to avail himself thereof, within ninety days after he ceases to labor on or furnish labor or materials for such building or structure, serves upon the owner or, in the event the owner cannot be found, upon the person in possession and files in the office of the register of deeds or the clerk of court of the county in which the building or structure is situated a statement of a just and true account of the amount due him, with all just credits given, together with a description of the property intended to be covered by the lien sufficiently accurate for identification, with the name of the owner of the property, if known, which certificate shall be subscribed and sworn to by the person claiming the lien or by someone in his behalf and shall be recorded in a book kept for the purpose by the register or clerk who shall be entitled to the same fees therefor as for recording mortgages of equal length.

Assignment of Claim of Lien - This Assignment of Claim 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 the lienor assigns his or her claim and lien to a 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.

Conditional Waiver and Release of Claim of Lien Upon Progress Payment - This Conditional Waiver and Release of Claim of Lien Upon Progress Payment form 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 an owner of property. This Conditional Waiver and Release of Lien upon Progress Payment is conditioned upon the lienor receiving collected funds for the described work. If the funds are not received within a certain number of days of the date of this notice, the 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 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 an owner of property. This Conditional Waiver and Release of Lien upon Final Payment is conditioned upon the lienor receiving collected funds for the described work. If these 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 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 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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