

VIRGINIA

CONSTRUCTION or MECHANICS

LIEN FORMS

PACKAGE

CONTRACTOR EDITION
(sole proprietor)

Control Number: VA-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. Memorandum of Mechanic's Lien Claimed by General Contractor
2. Memorandum for Mechanic's Lien - Subcontractor Section 43-5
3. Memorandum for Mechanic's Lien - Sub-Subcontractor Section 43-5
4. Certificate of Release of Memorandum of Lis Pendens Attachment
5. Certificate of Release of Mechanic's Lien
6. Notice of Contract to Provide Labor and Materials
7. Notice to Mechanic Lien Agent and Owner/Agent
8. Certificate of Transfer
9. Certificate and Affidavit of Satisfaction (of Mortgage)
10. Certificate of Partial Satisfaction

II. DESCRIPTIONS OF FORMS

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

Memorandum of Mechanic's Lien Claimed by General Contractor - This is an official form from the Virginia Judicial System, which complies with all applicable laws and statutes. USLF amends and updates the forms as is required by Virginia statutes and law.

Memorandum for Mechanic's Lien - Subcontractor Section 43-5 - Any subcontractor, in order to perfect the lien given him by § 43-3 shall comply with § 43-4, and in addition give notice in writing to the owner of the property or his agent of the amount and character of his claim. But the amount for which a subcontractor may perfect a lien under this section shall not exceed the amount in which the owner is indebted to the general contractor at the time the notice is given, or shall thereafter become indebted to the general contractor upon his contract with the general contractor for such structure or building or railroad. It shall be an affirmative defense or affirmative partial defense, as the case may be, to a suit to perfect a lien of a subcontractor that the owner is not indebted to the general contractor or is indebted to the general contractor for less than the amount of the lien sought to be perfected.

Memorandum for Mechanic's Lien - Sub-Subcontractor Section 43-5 - Any person performing labor or furnishing materials for a subcontractor, in order to perfect the lien given him by § 43-3, shall comply with the provisions of § 43-4, and in addition thereto give notice in writing to the owner of the property, or his agent, and to the general contractor, or his agent, of the amount and character of his claim. But the amount for which a lien may be perfected by such person shall not exceed the amount for which such subcontractor could himself claim a lien under § 43-7.

Certificate of Release of Memorandum of Lis Pendens Attachment - This is a standard form used to record the release of a memorandum of Lis Pendens or Attachment. This is an official form from the Virginia Judicial System, which complies with all applicable laws and statutes. USLF amends and updates the forms as is required by Virginia statutes and law.

Certificate of Release of Mechanic's Lien - This is a standard form used to record the release of a Mechanic's Lien. This is an official form from the Virginia Judicial System, which complies with all applicable laws and statutes. USLF amends and updates the forms as is required by Virginia statutes and law.

Notice of Contract to Provide Labor and Materials - At the time of issuance, if the building permit contains the name, mailing address, and telephone number of the mechanics' lien agent as defined in § 43-1, any person entitled to claim a lien under this title may notify the mechanics' lien agent that he seeks payment for labor performed or material furnished by registered or certified mail or by physical delivery.

Notice to Mechanic Lien Agent and Owner/Agent - Any subcontractor or person furnishing labor or material to the general contractor or subcontractor, may give notice in writing to the owner or his agent or the general contractor, stating the nature and character of his contract and the probable amount of his claim, and if such subcontractor, or person furnishing labor or material shall at any time after the work is done or material furnished by him and before the expiration of thirty days from the time such building or structure is completed or the work thereon otherwise terminated furnish the owner thereof or his agent and also the general contractor, or the general

contractor alone in case he is the only one notified, with a correct account, verified by affidavit, of his claim against the general contractor or subcontractor, for work done or materials furnished and of the amount due, the owner, or the general contractor, if he alone was notified, shall be personally liable to the claimant for the amount due to the subcontractor.

Certificate of Transfer - This is an official form from the Virginia Judicial System, which complies with all applicable laws and statutes. USLF amends and updates the forms as is required by Virginia statutes and law.

Certificate and Affidavit of Satisfaction (of Mortgage) - This is an official form from the Virginia Judicial System, which complies with all applicable laws and statutes. USLF amends and updates the forms as is required by Virginia statutes and law.

Certificate of Partial Satisfaction - This is an official form from the Virginia Judicial System, which complies with all applicable laws and statutes. USLF amends and updates the forms as is required by Virginia statutes and law.

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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