

NOTICE TO PROPERTY OWNERS

PLEASE READ THIS NOTICE CAREFULLY – IT MAY SAVE YOU FROM PAYING TWICE FOR HOME REPAIR, IMPROVEMENT OR NEW CONSTRUCTION.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOBSITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. IN ORDER TO PROTECT YOURSELF FROM PAYING TWICE, YOU MUST TAKE THE FOLLOWING STEPS:

BEFORE ANY WORK IS DONE BY YOU OR YOUR CONTRACTOR, IMMEDIATELY FILE FOR AND RECORD A NOTICE OF COMMENCEMENT WITH THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. THIS STEP IS REQUIRED BY THE FLORIDA CONSTRUCTION LIEN LAW.

IF YOU HAVE HIRED A CONTRACTOR TO DO THE WORK, MAKE SURE THAT THE CONTRACTOR OBTAINS THE PERMIT. THE CONTRACTOR'S SIGNATURE INDICATES HE OR SHE IS RESPONSIBLE FOR THE WORK, AND IF THE WORK IS NOT PERFORMED ACCORDING TO CODE, THE PERMIT ISSUING AUTHORITY CAN REQUIRE CORRECTIVE ACTION BY THE PARTY WHO OBTAINED THE PERMIT. FURTHERMORE, IF THE CONTRACTOR IS NOT LICENSED, YOU CAN BE IN VIOLATION OF STATE LAW BY ALLOWING AN UNLICENSED PERSON TO DO THIS WORK.

SINCE YOU OR YOUR CONTRACTOR HAVE APPLIED FOR A BUILDING PERMIT FOR WORK TO BE DONE ON PROPERTY YOU OWN, YOU SHOULD BE AWARE THAT: ANY PERSON WHO FURNISHED LABOR, (i.e., A CONTRACTOR, SUBCONTRACTOR OR LABORER) SUPPLIES OR MATERIALS FOR YOUR HOME REPAIR, IMPROVEMENT OR NEW CONSTRUCTION MAY BE ABLE TO FILE A CLAIM (CALLED A LIEN) AGAINST YOU IF HE HAS NOT BEEN PAID BY YOUR CONTRACTOR OR YOU. YOU ARE LIABLE TO SUB-CONTRACTORS OR SUPPLIERS IF THEY ARE NOT PAID BY YOUR CONTRACTOR OR YOURSELF.

AT THE COMPLETION OF WORK, REQUIRE THE CONTRACTOR TO GIVE YOU A SWORN NOTARIZED STATEMENT INDICATING ALL BILLS FOR LABOR AND MATERIALS HAVE BEEN PAID OR A LIST NAMING THOSE SUPPLYING LABOR AND MATERIALS THAT HAVE NOT BEEN PAID. ASK FOR THE AFFIDAVIT BEFORE MAKING THE LAST PAYMENT. FOR FURTHER INFORMATION ON THE FLORIDA CONSTRUCTION LIEN LAW, YOU SHOULD READ CHAPTER 713 OF THE FLORIDA STATUTES. CONTACT YOUR LOCAL CONSUMER PROTECTION AGENCY OR THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TOLL FREE AT 1-800-435-7352 OR CONSULT A PRIVATE ATTORNEY. YOU MAY NEED TO TAKE ADDITIONAL ACTION FOR COMPLETE PROTECTION.

UNLICENSED CONTRACTORS: NO PERSON SHALL ENGAGE IN BUSINESS OR ACT IN THE CAPACITY OF A CONTRACTOR WITHOUT BEING DULY REGISTERED OR CERTIFIED. ANY PERSON WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR.

For improvements to real property with a construction cost of \$2,500 or more, a certified copy of the Notice of Commencement is requested when application is made for a permit; however it or a notarized Affidavit attesting to the recording, together with a copy of the recorded Notice of Commencement, is required to be filed with Escambia County Building Inspection's Division prior to scheduling of the first inspection.

ABESTOS DISCLOSURE: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property.

If you sell or lease such building within 1-year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

An **AGENT FOR THE OWNER** must promise in good faith to inform the Owner of the permitting conditions set forth in the permit affidavit prior to commencing construction. A separate permit may be required for electrical work, plumbing, signs, wells, pools, air conditioning, gas, or other installations not specifically included in the application. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any provisions of the technical codes nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction, or violations of any Codes. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months of permit issuance, or if work authorized by the permit is suspended or abandoned for a period of six months after the time the work has commenced. An extension, in writing, may be requested from the Building Official for a period not to exceed ninety (90) days and will demonstrate justifiable cause for the extension. If work ceases for ninety (90) consecutive days, the job is considered abandoned.

THIS INFORMATION IS PROVIDED AS REQUIRED BY LAW. THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AND YOUR LOCAL BUILDING PERMIT OFFICE ASSUME NO RESPONSIBILITY IN THIS REGARD, AND FURNISHING THIS INFORMATION DOES NOT IMPLY THAT YOUR CONTRACTOR IS UNRELIABLE.



Florida's Construction Lien Law

Protect Yourself and Your Investment

According to Florida law, those who work on your property or provide materials, and are not paid-in-full, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers, the people who are owed money may look to your property for payment, **even if you have paid your contractor in full.**

This means that if a lien is filed against your property, your property could be sold against your will to pay for labor, materials, or other services which your contractor may have failed to pay.

This document provides information regarding Florida Statute 713, Part 1, as it pertains to home construction and remodeling, and provides tips on how you can avoid construction liens on your property.

Protecting Yourself

If you hire a contractor and the improvements cost more than \$2,500, you should know the following:

- You may be liable if you pay your contractor and he then fails to pay his suppliers or contractors. There is a way to protect yourself. A Release of Lien is a written statement that removes your property from the threat of lien. Before you make any payment, be sure you receive this waiver from suppliers and subcontractors covering the materials used and work performed on your property.
- Request from the contractor, via certified or registered mail, a list of all subcontractors and suppliers who have a contract with the contractor to provide services or materials to your property.
- If your contract calls for partial payments before the work is completed, get a *Partial Release of Lien* covering all workers and materials used to that point.
- Before you make the last payment to your contractor, obtain an affidavit from your contractor that specifies all unpaid parties who performed labor, services or provided services or materials to your property. Make sure that your contractor provides you with final releases from these parties before you make the final payment.
- Always file a Notice of Commencement before beginning a home construction or remodeling project. The local authority that issues building permits is required to provide this form. You must record the form with the Clerk of the Circuit Court in the county where the property being improved is located. Also post a certified copy at the job site. (In lieu of a certified copy, you may post an affidavit stating that a Notice of Commencement has been recorded. Attach a copy of the Notice of Commencement to the affidavit.)
- In addition, the building department is prohibited from performing the first inspection if the Notice of Commencement is not also filed with the building department. You can also supply a notarized statement that the Notice has been filed, with a copy attached.

The Notice of Commencement notes the intent to begin improvements, the location of the property, description of the work and the amount of bond (if any). It also identifies the property owner, contractor, surety, lender and other pertinent information. Failure to record a Notice of Commencement or incorrect information on the Notice could contribute to your having to pay twice for the same work or materials.

Notice To Owner

Prior to filing a lien, a lienor who does **not** have a direct contract with the owner, must serve the owner with a Notice to Owner. The Notice to Owner must state the lienor's name and address, and a description of the real property and the nature of the services or materials being furnished. The Notice to Owner must be served before commencing, or within 45 days of commencing, to furnish the services or materials (but before owner's final payment to the contractor). A lien cannot be enforced unless the lienor has served the Notice to Owner as described above.

Whose Responsibility is it To Get These Releases?

You can stipulate in the agreement with your contractor that he must provide all releases of lien. If it is not a part of the contract, however, or you act as your own contractor, **YOU** must get the releases.

If you borrow money to pay for the improvements and the lender pays the contractor(s) directly without obtaining releases, the lending institution may be responsible to you for any loss.

What Can Happen If I Don't Get Releases Of Lien?

You will not be able to sell your property unless all outstanding liens are paid. Sometimes a landowner can even be forced to sell his property to satisfy a lien.

Who Can Claim A Lien On My Property?

Contractors, laborers, materials suppliers, subcontractors and professionals such as architects, landscape architects, interior designers, engineers or land surveyors all have the right to file a claim of lien for work or materials. **Always require a release of lien from anyone who does work on your home.**

Contesting A Lien

A lien is valid for one year, unless a lienor files a lawsuit to enforce the lien prior to the expiration of the year. An owner has a right to file a Notice of Contest of Lien during the one-year period. Upon the filing of a Notice of Contest of Lien, a lienor must file a lawsuit to enforce the lien within 60 days. Failure of the lienor to timely file a lawsuit renders the lien invalid.

THE CONSTRUCTION LIEN LAW IS COMPLEX AND CANNOT BE COVERED COMPLETELY IN THIS DOCUMENT. WE RECOMMEND THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

To register a complaint (or learn if complaints have been filed against a prospective contractor), contact the Florida Department of Business and Professional Regulation's Customer Contact Center at: 850.487.1395 or CallCenter@dbpr.state.fl.us

Or write to: Florida Department of Business and Professional Regulation
1940 North Monroe Street
Tallahassee, Florida 32399-1027

Or visit online at: www.MyFloridaLicense.com

License verification is available 24 hours a day and 7 days a week by calling our Customer Contact Center at 850.487.1395 or going online to www.MyFloridaLicense.com › *Search for a Licensee.*

You may also contact your local building department or the Better Business Bureau.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

NOTICE TO OWNER

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU'RE PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

To: OWNER'S NAME - (Please Print)
ADDRESS

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows (General description of services or materials):

under an order given by

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

- RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney of the Florida Department of Business and professional Regulation.

Lienor's Signature

Lienor's Name

Lienor's Address

Copies To: Contractor(s), Subcontractors

BUILDING INSPECTIONS DIVISION
ESCAMBIA COUNTY

THIS INSTRUMENT PREPARED BY:

Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) _____

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

- 1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary) _____
- 2. **GENERAL DESCRIPTION OF IMPROVEMENT:** _____
- 3. **OWNER INFORMATION:**
Name and address: _____
Interest in property: _____
Name and address of fee simple titleholder (if other than Owner): _____
- 4. **CONTRACTOR:** (name, address and phone number): _____
- 5. **SURETY:**
Name, address and phone number: _____
Amount of bond \$ _____
- 6. **LENDER:** (name, address and phone number) _____
- 7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) _____
- 8. In addition to him/herself, Owner designates _____ of _____ receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
- 9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____.

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA COUNTY OF ESCAMBIA

OWNER'S SIGNATURE _____ OWNER'S PRINTED NAME _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ . Who is personally known to me OR who has produced identification _____ . VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE OF OWNER OR OWNER'S AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER _____ NOTARY PUBLIC – STATE OF FLORIDA _____

SIGNATORY'S TITLE/OFFICE _____ PRINT OR STAMP COMMISSIONED NAME OF NOTARY _____

RELEASE OF LIEN AND AFFIDAVIT

1. THE UNDERSIGNED contractor, for and in consideration of the payments of the sum of _____ paid by receipt of which is hereby acknowledged, hereby releases and quit claims to _____, the owner(s) of the hereinafter described property, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building located on, or premises legally described as: _____

on account of labor performed and/or materials furnished for the construction of any such improvements on said premises.

2. All labor and materials used by the undersigned in the erection of said improvements have been paid in full, except as follows: _____

3. All lienors furnishing labor, services, or materials for said improvements have been paid in full, except as follows: _____

4. This instrument is executed and delivered to the owner in compliance with Chapter 713, Florida Statutes.

5. The undersigned contractor(s) does hereby consent to the payment by the owner of all lienors giving notice and those lienors above named.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__

Witnesses:

Contractor (SEAL)

By: _____
President

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____ by _____ . Personally known to me OR
who has produced identification _____.

NOTARY PUBLIC – STATE OF FLORIDA

(SEAL)

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

THIS INSTRUMENT PREPARED BY:

Name: _____

Address: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

NOTICE OF TERMINATION

THE UNDERSIGNED hereby gives notice that the effective period of that certain Notice of Commencement dated _____, recorded in O.R. Book/Page _____/_____ of the Public Records of Escambia County, Florida, will terminate; and, in accordance with Section 713.132, Florida Statutes, the following information is provided:

1. The date and recording information for the Notice of Commencement being terminated are as described above, and all information contained therein is hereby expressly incorporated into this NOTICE OF TERMINATION.
2. The Notice of Commencement shall be terminated as of _____, or 30 days from the recording of this Notice of Termination, whichever date is later.
3. This Notice of Termination applies to:

- all the real property subject to the above described Notice of Commencement.
- only to the portion of such real property described as:

4. All lienors have been paid in full or prorate in accordance with Section 713.06(4), Florida Statutes.
5. A copy of this notice has been served on the Contractor and on each lienor who has given notice, if any.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

OWNER'S SIGNATURE

OWNER'S SIGNATURE

OWNER'S PRINTED NAME

OWNER'S PRINTED NAME

SWORN TO AND SUBSCRIBED before me this _____ day of _____,

20____ by _____ . Personally known to me OR

who has produced identification _____.

NOTARY PUBLIC – STATE OF FLORIDA

(SEAL)

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

Exhibit Attached:

- Contractor's Final Payment Affidavit
- Property Legal Description
- Copy of Notice of Commencement