

1 A bill to be entitled
2 An act relating to construction liens; amending s.
3 713.01, F.S.; revising and removing definitions;
4 amending s. 713.015, F.S.; revising the notice to
5 owner in certain direct contracts; amending s. 713.02,
6 F.S.; prohibiting persons who are not in privity with
7 the owner from being a lienor; removing authorization
8 for a payment bond; conforming provisions to changes
9 made by the act; amending s. 713.06, F.S.; prohibiting
10 persons who are not in privity with the owner from
11 having a lien on the owner's real property; removing
12 provisions relating to persons not in privity with an
13 owner being a lienor; revising the final payment
14 affidavit required under a direct contract; revising
15 provisions relating to the order in which liens must
16 be paid under a direct contract; conforming provisions
17 to changes made by the act; amending s. 713.08, F.S.;
18 revising requirements in the claim of lien to conform
19 to changes made by the act; amending s. 713.13, F.S.;
20 revising requirements for a notice of commencement to
21 conform to changes made by the act; conforming
22 provisions to changes made by the act; repealing s.
23 713.23, F.S., relating to payment bonds; repealing s.
24 713.235, F.S., relating to waivers of right to claim
25 against payment bonds; repealing s. 713.245, F.S.,

26 relating to conditional payment bonds; amending ss.
 27 713.03, 713.04, 713.05, 713.07, 713.10, 713.12,
 28 713.132, 713.135, 713.16, 713.165, 713.18, 713.20,
 29 713.24, 713.29, 713.31, 713.345, 713.346, 713.3471,
 30 and 713.35, F.S.; conforming provisions to changes
 31 made by the act and making technical changes; amending
 32 ss. 713.22 and 95.11, F.S.; conforming cross-
 33 references; providing an effective date.
 34

35 Be It Enacted by the Legislature of the State of Florida:
 36

37 Section 1. Subsections (22) through (29) of section
 38 713.01, Florida Statutes, are renumbered as subsections (20)
 39 through (27), respectively, and present subsections (8) and (18)
 40 through (21) of that section are amended to read:

41 713.01 Definitions.—As used in this part, the term:

42 (8) "Contractor" means a person other than a materialman
 43 or laborer who enters into a direct contract with the owner of
 44 real property for improving it, or who takes over from a
 45 contractor as so defined the entire remaining work under such
 46 direct contract. The term "contractor" includes an architect,
 47 landscape architect, or engineer who improves real property
 48 under ~~pursuant to~~ a design-build contract authorized by s.
 49 489.103(16).

50 (18) "Lienor" means a person who is:

- 51 (a) A contractor;
- 52 (b) A subcontractor;
- 53 (c) A sub-subcontractor;
- 54 (d) A laborer;
- 55 (e) A materialman ~~who contracts with the owner, a~~
- 56 ~~contractor, a subcontractor, or a sub-subcontractor; or~~
- 57 (f) A professional lienor under s. 713.03,7

58
 59 ~~and~~ who has a direct contract with the owner and who has a lien
 60 or prospective lien upon real property under this part, and
 61 includes his or her successor in interest. No other person may
 62 have a lien under this part.

63 ~~(19) "Lienor giving notice" means any lienor, except a~~
 64 ~~contractor, who has duly and timely served a notice to the owner~~
 65 ~~and, if required, to the contractor and subcontractor, as~~
 66 ~~provided in s. 713.06(2).~~

67 ~~(19)-(20)~~ "Materialman" means any person who furnishes
 68 materials to the owner under a direct contract or to the ~~owner,~~
 69 contractor, subcontractor, or sub-subcontractor under contract
 70 on the site of the improvement or for direct delivery to the
 71 site of the improvement or, for specially fabricated materials,
 72 off the site of the improvement for the particular improvement,
 73 and who performs no labor in the installation thereof.

74 ~~(21) "Notice by lienor" means the notice to owner served~~
 75 ~~as provided in s. 713.06(2).~~

76 Section 2. Section 713.015, Florida Statutes, is amended
 77 to read:

78 713.015 Mandatory provisions for direct contracts.—

79 (1) Any direct contract greater than \$2,500 ~~between an~~
 80 ~~owner and a contractor~~, related to improvements to real property
 81 consisting of single or multiple family dwellings up to and
 82 including four units, must contain the following notice
 83 provision printed in no less than 12-point, capitalized,
 84 boldfaced type on the front page of the contract or on a
 85 separate page, signed by the owner and dated:

86 ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-
 87 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR
 88 PROVIDE MATERIALS AND SERVICES, HAVE A DIRECT CONTRACT WITH YOU,
 89 AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR
 90 PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A
 91 CONSTRUCTION LIEN. ~~IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS~~
 92 ~~TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL~~
 93 ~~SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR~~
 94 ~~PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR~~
 95 ~~CONTRACTOR IN FULL.~~ IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR
 96 CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF
 97 A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO
 98 PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOU ~~YOUR~~
 99 ~~CONTRACTOR OR A SUBCONTRACTOR~~ MAY HAVE FAILED TO PAY. ~~TO PROTECT~~
 100 ~~YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY~~

101 ~~PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH~~
102 ~~A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS~~
103 ~~PROVIDED TO YOU A "NOTICE TO OWNER."~~ FLORIDA'S CONSTRUCTION LIEN
104 LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN
105 ATTORNEY.

106 (2) (a) If the contract is written, the notice must be in
107 the contract document. If the contract is oral or implied, the
108 notice must be provided in a document referencing the contract.

109 (b) The failure to provide such written notice does not
110 bar the enforcement of a lien against a person who has not been
111 adversely affected.

112 (c) ~~This section may not be construed to adversely affect~~
113 ~~the lien and bond rights of lienors who are not in privity with~~
114 ~~the owner.~~ This section does not apply when the owner is a
115 contractor licensed under chapter 489 or is a person who created
116 parcels or offers parcels for sale or lease in the ordinary
117 course of business.

118 Section 3. Subsections (4) through (7) of section 713.02,
119 Florida Statutes, are amended to read:

120 713.02 Types of lienors and exemptions.—

121 ~~(4) Persons who are not in privity with an owner and who~~
122 ~~perform labor or services or furnish materials constituting a~~
123 ~~part of an improvement under the direct contract of another~~
124 ~~person shall have rights to a lien on real property as provided~~
125 ~~in s. 713.06.~~

126 ~~(4)-(5)~~ Any improvement for which the direct contract price
127 is \$2,500 or less shall be exempt from all other provisions of
128 this part except the provisions of s. 713.05.

129 ~~(6)~~ ~~The owner and contractor may agree that the contractor~~
130 ~~shall furnish a payment bond as provided in s. 713.23, and upon~~
131 ~~receipt of the bond the owner is exempt from the other~~
132 ~~provisions of this part as to that direct contract, but this~~
133 ~~does not exempt the owner from the lien of the contractor who~~
134 ~~furnishes the bond. If the bond is provided, it shall secure all~~
135 ~~liens subsequently accruing under this part as provided in s.~~
136 ~~713.23.~~

137 ~~(5)-(7)~~ Notwithstanding any other provision of this part, a
138 ~~no~~ lien may not ~~shall~~ exist in favor of any contractor,
139 subcontractor, or sub-subcontractor who is unlicensed as
140 provided in s. 489.128 or s. 489.532. Notwithstanding any other
141 provision of this part, if a contract is rendered unenforceable
142 by an unlicensed contractor, subcontractor, or sub-subcontractor
143 under ~~pursuant to~~ s. 489.128 or s. 489.532, such
144 unenforceability does ~~shall~~ not affect the rights of any other
145 persons in privity with the owner to enforce the contract or,
146 ~~lien, or bond remedies and shall not affect the obligations of a~~
147 ~~surety that has provided a bond on behalf of the unlicensed~~
148 ~~contractor, subcontractor, or sub-subcontractor. It shall not be~~
149 ~~a defense to any claim on a bond or indemnity agreement that the~~
150 ~~principal or indemnitor is unlicensed as provided in s. 489.128~~

151 ~~or s. 489.532.~~

152 Section 4. Subsections (1) and (3) of section 713.03,
153 Florida Statutes, are amended to read:

154 713.03 Liens for professional services.—

155 (1) Any person who performs services as architect,
156 landscape architect, interior designer, engineer, or surveyor
157 and mapper, subject to compliance with and the limitations
158 imposed by this part, has a lien on the real property improved
159 for any money that is owing to him or her for his or her
160 services used in connection with improving the real property or
161 for his or her services in supervising any portion of the work
162 of improving the real property, rendered in accordance with his
163 or her ~~contract and with the~~ direct contract.

164 (3) A lien ~~No liens~~ under this section may not ~~shall~~ be
165 acquired until a claim of lien is recorded. A ~~No~~ lienor under
166 this section is not ~~shall be~~ required to serve a ~~notice to owner~~
167 ~~as provided in s. 713.06(2) or~~ an affidavit concerning unpaid
168 lienors as provided in s. 713.06(1) ~~s. 713.06(3)~~.

169 Section 5. Section 713.04, Florida Statutes, is amended to
170 read:

171 713.04 Subdivision improvements.—

172 (1) Any lienor who, ~~regardless of privity,~~ performs
173 services or furnishes material to real property for the purpose
174 of making it suitable as the site for the construction of an
175 improvement or improvements is ~~shall be~~ entitled to a lien on

176 the real property for any money that is owed to her or him for
177 her or his services or materials furnished in accordance with
178 her or his ~~contract and the~~ direct contract. The total amount of
179 liens allowed under this section may ~~shall~~ not exceed the amount
180 of the direct contract under which the lienor furnishes labor,
181 materials, or services. The work of making real property
182 suitable as the site of an improvement includes, ~~shall include~~
183 but is not ~~shall not be~~ limited to, the grading, leveling,
184 excavating, and filling of land, including the furnishing of
185 fill soil; the grading and paving of streets, curbs, and
186 sidewalks; the construction of ditches and other area drainage
187 facilities; the laying of pipes and conduits for water, gas,
188 electric, sewage, and drainage purposes; and the construction of
189 canals and shall also include the altering, repairing, and
190 redoing of all these things. When the services or materials are
191 placed on land dedicated to public use and are furnished under
192 contract with the owner of the abutting land, the cost of the
193 services and materials, if unpaid, may be the basis for a lien
194 upon the abutting land. When the services or materials are
195 placed upon land under contract with the owner of the land who
196 subsequently dedicates parts of the land to public use, the
197 person furnishing the services or materials placed upon the
198 dedicated land is ~~shall be~~ entitled to a lien upon the land
199 abutting the dedicated land for the unpaid cost of the services
200 and materials placed upon the dedicated land, or in the case of

201 improvements that serve or benefit real property that is divided
202 by the improvements, to a lien upon each abutting part for the
203 equitable part of the full amount due and owing. If the part of
204 the cost to be borne by each parcel of the land subject to the
205 same lien is not specified in the contract, it shall be prorated
206 equitably among the parcels served or benefited. A ~~No~~ lien under
207 this section may not ~~shall~~ be acquired until a claim of lien is
208 recorded. A ~~No~~ notice of commencement is not required ~~shall be~~
209 ~~filed~~ for liens under this section. ~~No lienor shall be required~~
210 ~~to serve a notice to owner for liens under this section.~~

211 ~~(2) If a lienor under this section who is not in privity~~
212 ~~with the owner serves a notice on the owner in accordance with~~
213 ~~the provisions of s. 713.06(2), payment of lienors by the owner~~
214 ~~under this section shall be governed by s. 713.06(3) (c), (d),~~
215 ~~(e), (f), (g), (h), and (4).~~

216 (2) ~~(3)~~ The owner may ~~shall~~ not pay any money on account of
217 a direct contract before actual furnishing of labor and services
218 or materials for subdivision improvements. Any payment not
219 complying with such requirement does ~~shall~~ not qualify as a
220 proper payment under this chapter.

221 (3) ~~(4)~~ The owner shall make final payment on account of a
222 direct contract only after the lienor ~~contractor~~ complies with
223 s. 713.06(1) (d) ~~s. 713.06(3) (d)~~. Any payment not complying with
224 such requirement does ~~shall~~ not qualify as a proper payment
225 under this chapter.

226 Section 6. Section 713.05, Florida Statutes, is amended to
 227 read:

228 713.05 Liens of persons in privity.—A lienor with a direct
 229 contract and who is therefore ~~materialman or laborer, either of~~
 230 ~~whom is~~ in privity with the owner, ~~or a contractor~~ who complies
 231 with ~~the provisions of~~ this part shall, subject to the
 232 limitations thereof, have a lien on the real property improved
 233 for any money that is owed to him or her for labor, services,
 234 materials, or other items required by, or furnished in
 235 accordance with, the direct contract and for unpaid finance
 236 charges due under the direct lienor's contract, if any. A lienor
 237 ~~materialman or laborer,~~ in privity with the owner, ~~or a~~
 238 ~~contractor~~ shall also have a lien on the owner's real property
 239 for any money that is owed to him or her for labor, services, or
 240 materials furnished to improve public property if the
 241 improvements to the public property are a condition of the
 242 permit to improve the owner's real property. A ~~No~~ lien under
 243 this section may not ~~shall~~ be acquired until a claim of lien is
 244 recorded. A lienor who is, ~~as a subcontractor, sub-~~
 245 ~~subcontractor, laborer, or materialman~~ not in privity with the
 246 owner who, commences to furnish labor, services, or materials
 247 ~~material~~ to an improvement and who thereafter becomes in privity
 248 with the owner has ~~shall have~~ a lien for any money that is owed
 249 to him or her for the labor, services, or materials furnished
 250 after he or she becomes in privity with the owner. ~~A lienor may~~

251 ~~record one claim of lien to cover both his or her work done in~~
 252 ~~privity with the owner and not in privity with the owner. No~~
 253 ~~lienor under this section shall be required to serve a notice to~~
 254 ~~owner as provided in s. 713.06(2). A lienor, except a laborer or~~
 255 ~~materialman, who is in privity with the owner and claims a lien~~
 256 ~~under this section shall furnish the lienor's ~~contractor's~~~~
 257 ~~affidavit required in s. 713.06(1)(d) ~~s. 713.06(3)(d)~~. A~~
 258 ~~contractor may claim a lien for any labor, services, or~~
 259 ~~materials furnished by another lienor for which he or she is~~
 260 ~~obligated to pay the lienor, regardless of the right of the~~
 261 ~~lienor to claim a lien; but, if the lienor claims a valid lien,~~
 262 ~~the contractor shall not recover the amount of the lien~~
 263 ~~recovered by the lienor, and the amount of the contractor's~~
 264 ~~claim of lien may be reduced accordingly by court order. No~~
 265 ~~person shall have a lien under this section except those lienors~~
 266 ~~specified in it, as their designations are defined in s. 713.01.~~

267 Section 7. Section 713.06, Florida Statutes, is amended to
 268 read:

269 713.06 ~~Liens of persons not in privity;~~ Proper payments.-

270 ~~(1) A materialman or laborer, either of whom is not in~~
 271 ~~privity with the owner, or a subcontractor or sub-subcontractor~~
 272 ~~who complies with the provisions of this part and is subject to~~
 273 ~~the limitations thereof, has a lien on the real property~~
 274 ~~improved for any money that is owed to him or her for labor,~~
 275 ~~services, or materials furnished in accordance with his or her~~

276 ~~contract and with the direct contract and for any unpaid finance~~
277 ~~charges due under the lienor's contract. A materialman or~~
278 ~~laborer, either of whom is not in privity with the owner, or a~~
279 ~~subcontractor or sub-subcontractor who complies with the~~
280 ~~provisions of this part and is subject to the limitations~~
281 ~~thereof, also has a lien on the owner's real property for labor,~~
282 ~~services, or materials furnished to improve public property if~~
283 ~~the improvement of the public property is furnished in~~
284 ~~accordance with his or her contract and with the direct~~
285 ~~contract. The total amount of all liens allowed under this part~~
286 ~~for furnishing labor, services, or material covered by any~~
287 ~~certain direct contract must not exceed the amount of the~~
288 ~~contract price fixed by the direct contract except as provided~~
289 ~~in subsection (3). No person may have a lien under this section~~
290 ~~except those lienors specified in it, as their designations are~~
291 ~~defined in s. 713.01.~~

292 ~~(2)(a) All lienors under this section, except laborers, as~~
293 ~~a prerequisite to perfecting a lien under this chapter and~~
294 ~~recording a claim of lien, must serve a notice on the owner~~
295 ~~setting forth the lienor's name and address, a description~~
296 ~~sufficient for identification of the real property, and the~~
297 ~~nature of the services or materials furnished or to be~~
298 ~~furnished. A sub-subcontractor or a materialman to a~~
299 ~~subcontractor must serve a copy of the notice on the contractor~~
300 ~~as a prerequisite to perfecting a lien under this chapter and~~

301 ~~recording a claim of lien. A materialman to a sub-subcontractor~~
302 ~~must serve a copy of the notice to owner on the contractor as a~~
303 ~~prerequisite to perfecting a lien under this chapter and~~
304 ~~recording a claim of lien. A materialman to a sub-subcontractor~~
305 ~~shall serve the notice to owner on the subcontractor if the~~
306 ~~materialman knows the name and address of the subcontractor. The~~
307 ~~notice must be served before commencing, or not later than 45~~
308 ~~days after commencing, to furnish his or her labor, services, or~~
309 ~~materials, but, in any event, before the date of the owner's~~
310 ~~disbursement of the final payment after the contractor has~~
311 ~~furnished the affidavit under subparagraph (3) (d) 1. The notice~~
312 ~~must be served regardless of the method of payments by the~~
313 ~~owner, whether proper or improper, and does not give to the~~
314 ~~lienor serving the notice any priority over other lienors in the~~
315 ~~same category; and the failure to serve the notice, or to timely~~
316 ~~serve it, is a complete defense to enforcement of a lien by any~~
317 ~~person. The serving of the notice does not dispense with~~
318 ~~recording the claim of lien. The notice is not a lien, cloud, or~~
319 ~~encumbrance on the real property nor actual or constructive~~
320 ~~notice of any of them.~~

321 ~~(b) If the owner, in his or her notice of commencement,~~
322 ~~has designated a person in addition to himself or herself to~~
323 ~~receive a copy of such lienor's notice, as provided in s.~~
324 ~~713.13(1) (b), the lienor shall serve a copy of his or her notice~~
325 ~~on the person so designated. The failure by the lienor to serve~~

326 ~~such copy, however, does not invalidate an otherwise valid lien.~~

327 ~~(c) The notice may be in substantially the following form~~
 328 ~~and must include the information and the warning contained in~~
 329 ~~the following form:~~

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

334 ~~UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID~~
 335 ~~MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING~~
 336 ~~TWICE.~~

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

339 ~~NOTICE TO OWNER~~

340 ~~To ... (Owner's name and address)...~~

341 ~~The undersigned hereby informs you that he or she has furnished~~
 342 ~~or is furnishing services or materials as follows:~~

343 ~~...(General description of services or materials)... for the~~
 344 ~~improvement of the real property identified as ... (property~~
 345 ~~description)... under an order given by.....~~

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

349 ~~IMPORTANT INFORMATION FOR~~

350 ~~YOUR PROTECTION~~

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

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

359 ~~PROTECT YOURSELF:~~

360 ~~-RECOGNIZE that this Notice to Owner may result in a lien~~
 361 ~~against your property unless all those supplying a Notice to~~
 362 ~~Owner have been paid.~~

363 ~~-LEARN more about the Construction Lien Law, Chapter 713,~~
 364 ~~Part I, Florida Statutes, and the meaning of this notice by~~
 365 ~~contacting an attorney or the Florida Department of Business and~~
 366 ~~Professional Regulation.~~

367 ~~... (Lienor's Signature) ...~~

368 ~~... (Lienor's Name) ...~~

369 ~~... (Lienor's Address) ...~~

370 ~~Copies to: ... (Those persons listed in Section 713.06(2)(a) and~~
 371 ~~(b), Florida Statutes) ...~~

372 ~~The form may be combined with a notice to contractor given under~~
 373 ~~s. 255.05 or s. 713.23 and, if so, may be entitled "NOTICE TO~~
 374 ~~OWNER/NOTICE TO CONTRACTOR."~~

375 ~~(d) A notice to an owner served on a lender must be in~~

376 ~~writing, must be served in accordance with s. 713.18, and shall~~
377 ~~be addressed to the persons designated, if any, and to the place~~
378 ~~and address designated in the notice of commencement. Any lender~~
379 ~~who, after receiving a notice provided under this subsection,~~
380 ~~pays a contractor on behalf of the owner for an improvement~~
381 ~~shall make proper payments as provided in paragraph (3) (c) as to~~
382 ~~each such notice received by the lender. The failure of a lender~~
383 ~~to comply with this paragraph renders the lender liable to the~~
384 ~~owner for all damages sustained by the owner as a result of that~~
385 ~~failure. This paragraph does not give any person other than an~~
386 ~~owner a claim or right of action against a lender for the~~
387 ~~failure of the lender to comply with this paragraph. Further,~~
388 ~~this paragraph does not prohibit a lender from disbursing~~
389 ~~construction funds at any time directly to the owner, in which~~
390 ~~event the lender has no obligation to make proper payments under~~
391 ~~this paragraph.~~

392 ~~(c) A lienor, in the absence of a recorded notice of~~
393 ~~commencement, may rely on the information contained in the~~
394 ~~building permit application to serve the notice prescribed in~~
395 ~~paragraphs (a), (b), and (c).~~

396 ~~(f) If a lienor has substantially complied with the~~
397 ~~provisions of paragraphs (a), (b), and (c), errors or omissions~~
398 ~~do not prevent the enforcement of a claim against a person who~~
399 ~~has not been adversely affected by such omission or error.~~
400 ~~However, a lienor must strictly comply with the time~~

401 ~~requirements of paragraph (a).~~

402 (1)~~(3)~~ The owner may make proper payments on the direct
403 contract as to lienors under this chapter section~~section~~, in the
404 following manner:

405 (a) If the description of the property in the notice
406 prescribed by s. 713.13 is incorrect and the error adversely
407 affects any lienor, payments made on the direct contract shall
408 be held improperly paid to that lienor; but this does not apply
409 to clerical errors when the description listed covers the
410 property where the improvements are.

411 (b) The owner may pay to any laborers the whole or any
412 part of the amounts that are ~~shall then be~~ due and payable to
413 them respectively for labor or services performed by them and
414 covered by the direct contract, and shall deduct the same from
415 the balance due the contractor under a direct contract.

416 (c) When any payment becomes due to the lienor ~~contractor~~
417 on the direct contract, except the final payment:

418 1. The owner shall pay or cause to be paid, within the
419 specifications of the direct contract ~~limitations imposed by~~
420 ~~subparagraph 2.~~, the sum then due to each subcontractor, sub-
421 subcontractor, materialman, or laborer ~~lienor giving notice~~
422 ~~prior to the time of the payment~~. The owner may require, and, in
423 such event, the lienor ~~contractor~~ shall furnish as a
424 prerequisite to requiring payment to himself or herself, an
425 affidavit as prescribed in subparagraph (d)1.~~7~~ on any payment

426 made, or to be made, on a direct contract, ~~but the furnishing of~~
427 ~~the affidavit shall not relieve the owner of his or her~~
428 ~~responsibility to pay or cause to be paid all lienors giving~~
429 ~~notice. The owner shall be under no obligation to any lienor,~~
430 ~~except laborers, from whom he or she has not received a notice~~
431 ~~to owner at the time of making a payment.~~

432 ~~2. When the payment due is insufficient to pay all bills~~
433 ~~of lienors giving notice, the owner shall prorate the amount~~
434 ~~then due under the direct contract among the lienors giving~~
435 ~~notice pro rata in the manner prescribed in subsection (4).~~
436 ~~Lienors receiving money shall execute partial releases, as~~
437 ~~provided in s. 713.20(2), to the extent of the payment received.~~

438 ~~2.3.~~ If any affidavit permitted hereunder recites any
439 outstanding bills for labor, services, or materials, the owner
440 may pay the bills in full direct to the person or firm to which
441 they are due if the balance due on the direct contract at the
442 time the affidavit is given is sufficient to pay the bills and
443 shall deduct the amounts so paid from the balance of payment due
444 the lienor contractor. This subparagraph shall not create any
445 obligation of the owner to pay any person who is not a lienor
446 giving notice.

447 ~~4. No person furnishing labor or material, or both, who is~~
448 ~~required to serve a notice under paragraph (2) (a) and who did~~
449 ~~not serve the notice and whose time for service has expired~~
450 ~~shall be entitled to be paid by the owner because he or she is~~

451 ~~listed in an affidavit furnished by the contractor under~~
 452 ~~subparagraph (c)1.~~

453 ~~3.5.~~ If the contract is terminated before completion, the
 454 lienor ~~contractor~~ shall comply with subparagraph (d)1.

455 (d) When the final payment under a direct contract becomes
 456 due ~~the contractor~~:

457 1. The lienor ~~contractor~~ shall give to the owner a final
 458 payment affidavit ~~stating, if that be the fact, that all lienors~~
 459 ~~under his or her direct contract who have timely served a notice~~
 460 ~~to owner on the owner and the contractor have been paid in full~~
 461 ~~or, if the fact be otherwise, showing the name of each such~~
 462 ~~lienor who has not been paid in full and the amount due or to~~
 463 ~~become due each for labor, services, or materials furnished. The~~
 464 ~~affidavit must be~~ in substantially the following form:

465 LIENOR'S CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

466 State of Florida

467 County of

468 Before me, the undersigned authority, personally appeared
 469 ...(name of affiant)..., who, after being first duly sworn,
 470 deposes and says of his or her personal knowledge the following:

471 1. He or she is the ...(title of affiant)..., of ...(name
 472 of lienor's ~~contractor's~~ business)..., which does business in
 473 the State of Florida, hereinafter referred to as the "Lienor."
 474 "Contractor."

475 2. Lienor, under Contractor, ~~pursuant to~~ a contract with

476 | ...(name of owner)..., hereinafter referred to as the "Owner,"
 477 | has furnished or caused to be furnished labor, materials, and
 478 | services for the construction of certain improvements to real
 479 | property as more particularly set forth in said contract.

480 | 3. This affidavit is executed by the Lienor ~~Contractor~~ in
 481 | accordance with section 713.06 of the Florida Statutes for the
 482 | purposes of obtaining final payment from the Owner in the amount
 483 | of \$.....

484 | 4. All work to be performed under the direct contract has
 485 | been fully completed, and all bills for labor, services, or
 486 | materials ~~liens~~ under the direct contract have been paid in
 487 | full, except the following ~~listed~~ ~~liens~~:

488 | BILL OR INVOICE NUMBER ~~NAME OF LIENOR~~.....AMOUNT
 489 | DUE

490 | Signed, sealed, and delivered this day of,,
 491 | By ...(name of affiant)...
 492 | ...(title of affiant)...
 493 | ...(name of lienor's ~~contractor's~~ business)...

494 | Sworn to and subscribed before me this day of by
 495 | ...(name of affiant)..., who is personally known to me or
 496 | produced as identification, and did take an oath.

497 | ...(name of notary public)...

498 | Notary Public

499 | My Commission Expires:

500 | ...(date of expiration of commission)...

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501 The lienor may not ~~contractor shall~~ have a ne lien or right of
502 action against the owner for labor, services, or materials
503 furnished under the direct contract while in default for not
504 giving the owner the affidavit; however, the negligent inclusion
505 or omission of any information in the affidavit which has not
506 prejudiced the owner does not constitute a default that operates
507 to defeat an otherwise valid lien. The lienor ~~contractor~~ shall
508 execute the affidavit and deliver it to the owner at least 5
509 days before instituting an action as a prerequisite to the
510 institution of any action to enforce his or her lien under this
511 chapter, even if the final payment has not become due because
512 the direct contract is terminated for a reason other than
513 completion ~~and regardless of whether the contractor has any~~
514 ~~lienors working under him or her or not.~~

515 2. If the lienor's ~~contractor's~~ affidavit required in this
516 subsection recites any outstanding bills for labor, services, or
517 materials, the owner may, after giving the lienor ~~contractor~~ at
518 least 10 days' written notice, pay such bills in full direct to
519 the person or firm to which they are due, if the balance due on
520 a direct contract at the time the affidavit is given is
521 sufficient to pay them ~~and lienors giving notice~~, and shall
522 deduct the amounts so paid from the balance due the lienor
523 ~~contractor. Lienors listed in said affidavit not giving notice,~~
524 ~~whose 45-day notice time has not expired, shall be paid in full~~
525 ~~or pro rata, as appropriate, from any balance then remaining due~~

526 ~~the contractor; but no lienor whose notice time has expired~~
527 ~~shall be paid by the owner or by any other person except the~~
528 ~~person with whom that lienor has a contract.~~

529 ~~3. If the balance due is not sufficient to pay in full all~~
530 ~~lienors listed in the affidavit and entitled to payment from the~~
531 ~~owner under this part and other lienors giving notice, the owner~~
532 ~~shall pay no money to anyone until such time as the contractor~~
533 ~~has furnished him or her with the difference; however, if the~~
534 ~~contractor fails to furnish the difference within 10 days from~~
535 ~~delivery of the affidavit or notice from the owner to the~~
536 ~~contractor to furnish the affidavit, the owner shall determine~~
537 ~~the amount due each lienor and shall disburse to them the~~
538 ~~amounts due from him or her on a direct contract in accordance~~
539 ~~with the procedure established by subsection (4).~~

540 ~~3.4.~~ The owner shall have the right to rely on the
541 lienor's ~~contractor's~~ affidavit given under this paragraph in
542 making the final payment, ~~unless there are lienors giving notice~~
543 ~~who are not listed in the affidavit. If there are lienors giving~~
544 ~~notice who are not so listed, the owner may pay such lienors and~~
545 ~~any persons listed in the affidavit that are entitled to be paid~~
546 ~~by the owner under subparagraph 2. and shall thereupon be~~
547 ~~discharged of any further responsibility under the direct~~
548 ~~contract, except for any balance that may be due to the~~
549 ~~contractor.~~

550 ~~4.5.~~ The owner shall retain and not disburse the final

551 payment due under the direct contract ~~that shall not be~~
552 ~~disbursed~~ until the lienor's ~~contractor's~~ affidavit under
553 subparagraph 1. has been furnished to the owner.

554 5.6. ~~If when final payment has become due to the~~
555 ~~contractor and~~ the owner fails to withhold final payment when it
556 becomes due, as required by subparagraph 4.5., the property
557 improved is ~~shall be~~ subject to the full amount of all valid
558 liens ~~of which the owner has notice~~ at the time the lienor
559 ~~contractor~~ furnishes his or her affidavit.

560 (e) If the improvement is abandoned before completion, the
561 owner shall determine the amount due each lienor ~~giving notice~~
562 and shall pay the same in full or prorate in the same manner as
563 provided in subsection (2) ~~(4)~~.

564 (f) A lienor does not ~~No contractor shall~~ have any right
565 to require the owner to pay any money to him or her under a
566 direct contract if such money cannot be properly paid by the
567 owner to the lienor ~~contractor~~ in accordance with this section.

568 (g) Except with written consent of the lienor ~~contractor,~~
569 before paying any money directly to any person or firm under
570 contract with the lienor ~~except the contractor or any laborer,~~
571 the owner shall give the lienor ~~contractor~~ at least 10 days'
572 written notice of his or her intention to do so, and the amount
573 he or she proposes to pay each person or firm ~~lienor~~.

574 (h) When the owner has properly retained all sums required
575 in this section to be retained but has otherwise made improper

576 | payments, the owner's real property is ~~shall be~~ liable to all
577 | lienors ~~laborers, subcontractors, sub-subcontractors, and~~
578 | ~~materialmen~~ complying with this chapter only to the extent of
579 | the retentions and the improper payments, notwithstanding the
580 | other provisions of this subsection. Any money paid by the owner
581 | on a direct contract, the payment of which is proved to have
582 | caused no detriment to any certain lienor, is considered ~~shall~~
583 | ~~be held~~ properly paid as to the lienor, and If any of the money
584 | is considered ~~shall be held~~ not properly paid as to any other
585 | lienors, the presumption that the money is not properly paid
586 | goes ~~entire benefit of its being held not properly paid as to~~
587 | ~~them shall go~~ to the lienors.

588 | (2) (a) (4) (a) ~~In determining the amounts for which Liens~~
589 | ~~between lienors claiming~~ under a direct contract ~~shall be paid~~
590 | ~~by the owner or allowed by the court within the total amount~~
591 | ~~fixed by the direct contract and under the provisions of this~~
592 | ~~section, the owner or court shall~~ be paid ~~pay or allow~~ such
593 | ~~liens~~ in the following order:

- 594 | 1. Liens of all laborers.
595 | 2. Liens of all persons other than the contractor.
596 | 3. Lien of the contractor.

597 | (b) ~~Should the total amount for which liens under such~~
598 | ~~direct contract may be allowed be less than the total amount of~~
599 | ~~liens under such contract in all classes above mentioned, all~~
600 | ~~liens in a class shall be allowed for their full amounts before~~

601 ~~any liens shall be allowed to any subsequent class. Should the~~
602 ~~amount applicable to the liens of any single class be~~
603 ~~insufficient to permit all liens within that class to be allowed~~
604 ~~for their full amounts, each lien shall be allowed for its pro~~
605 ~~rata share of the total amount applicable to liens of that~~
606 ~~class; but if the same labor, services, or materials shall be~~
607 ~~covered by liens of more than one class, such labor, services,~~
608 ~~or materials shall be allowed only in the earliest class by~~
609 ~~which they shall be covered; and also if the same labor,~~
610 ~~services, or materials shall be covered by liens of two or more~~
611 ~~lienors of the same class, such labor, services, or materials~~
612 ~~shall be allowed only in the lien of the lienor farthest removed~~
613 ~~from the contractor. This section does shall not be construed to~~
614 ~~affect the priority of liens derived under separate direct~~
615 ~~contracts.~~

616 Section 8. Section 713.07, Florida Statutes, is amended to
617 read:

618 713.07 Priority of liens.—

619 (1) Liens under ss. 713.03 and 713.04 ~~shall~~ attach at the
620 time of recordation of the claim of lien and ~~shall~~ take priority
621 as of that time.

622 (2) Liens under s. 713.05 ~~ss. 713.05 and 713.06~~ shall
623 attach and take priority as of the time of recordation of the
624 notice of commencement, but in the event a notice of
625 commencement is not filed, ~~then~~ such liens ~~shall~~ attach and take

626 priority as of the time the claim of lien is recorded.

627 (3) All such liens ~~shall~~ have priority over any
 628 conveyance, encumbrance, or demand not recorded against the real
 629 property before ~~prior to~~ the time such lien attached as provided
 630 herein, but any conveyance, encumbrance, or demand recorded
 631 before ~~prior to~~ the time such lien attaches and any proceeds
 632 thereof, regardless of when disbursed, ~~shall~~ have priority over
 633 such liens.

634 (4) If construction ceases or the direct contract is
 635 terminated before completion and the owner desires to recommence
 636 construction, he or she may pay all lienors in full or pro rata
 637 in accordance with s. 713.06(2) before ~~s. 713.06(4) prior to~~
 638 recommencement, in which event all liens for the recommenced
 639 construction ~~shall~~ take priority from such recommencement; or
 640 the owner may record an affidavit in the clerk's office stating
 641 his or her intention to recommence construction and that all
 642 lienors ~~giving notice~~ have been paid in full except those listed
 643 therein as not having been so paid, in which event 30 days after
 644 such recording, ~~the~~ rights of any person acquiring any interest,
 645 lien, or encumbrance on said property or of any lienor on the
 646 recommenced construction is ~~shall be~~ paramount to any lien on
 647 the prior construction unless such prior lienor records a claim
 648 of lien within said 30-day period. A copy of said affidavit
 649 shall be served on each lienor named therein. Before
 650 recommencing, the owner shall record and post a notice of

651 commencement for the recommenced construction, as provided in s.
 652 713.13.

653 Section 9. Subsections (1) and (3) of section 713.08,
 654 Florida Statutes, are amended to read:

655 713.08 Claim of lien.—

656 (1) For the purpose of perfecting her or his lien under
 657 this part, every lienor, ~~including laborers and persons in~~
 658 ~~privity,~~ shall record a claim of lien which shall state:

659 (a) The name of the lienor and the address where notices
 660 or process under this part may be served on the lienor.

661 ~~(b) The name of the person with whom the lienor contracted~~
 662 ~~or by whom she or he was employed.~~

663 (b)(e) The labor, services, or materials furnished and the
 664 contract price or value thereof. Materials specially fabricated
 665 at a place other than the site of the improvement for
 666 incorporation in the improvement but not so incorporated and the
 667 contract price or value thereof shall be separately stated in
 668 the claim of lien.

669 (c)(d) A description of the real property sufficient for
 670 identification.

671 (d)(e) The name of the owner.

672 (e)(f) The time when the first and the last item of labor,
 673 services, ~~or service~~ or materials was furnished.

674 (f)(g) The amount unpaid the lienor for such labor, ~~or~~
 675 services, or materials and for unpaid finance charges due under

676 the lienor's direct contract.

677 ~~(h) If the lien is claimed by a person not in privity with~~
 678 ~~the owner, the date and method of service of the notice to~~
 679 ~~owner. If the lien is claimed by a person not in privity with~~
 680 ~~the contractor or subcontractor, the date and method of service~~
 681 ~~of the copy of the notice on the contractor or subcontractor.~~

682 (3) The claim of lien shall be sufficient if it is in
 683 substantially the following form, and includes the following
 684 warning:

685 WARNING!

686 THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN
 687 PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF
 688 SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN
 689 MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND
 690 SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL
 691 PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE
 692 THIS LIEN.

693 CLAIM OF LIEN

694 State of

695 County of

696 Before me, the undersigned notary public, personally
 697 appeared, who was duly sworn and says that she or he is
 698 (the lienor herein) (the agent of the lienor herein), whose
 699 address is; and that in accordance with a contract with
 700, lienor furnished labor, services, or materials consisting

701 of on the following described real property in County,
 702 Florida:

703 (Legal description of real property)
 704 owned by of a total value of \$...., of which there remains
 705 unpaid \$...., and furnished the first of the items on,
 706 ...(year)..., and the last of the items on, ...(year)...;
 707 and ~~(if the lien is claimed by one not in privity with the~~
 708 ~~owner) that the lienor served her or his notice to owner on~~
 709 ~~...., ...(year)..., by; and (if required) that the lienor~~
 710 ~~served copies of the notice on the contractor on,~~
 711 ~~...(year)..., by and on the subcontractor,, on,~~
 712 ~~...(year)..., by~~

713 ... (Signature) ...

714 Sworn to (or affirmed) and subscribed before me this
 715 day of, ...(year)..., by ...(name of person making
 716 statement)....

717 ... (Signature of Notary Public - State of Florida) ...

718 ... (Print, Type, or Stamp Commissioned Name of Notary Public) ...

719 Personally Known OR Produced Identification

720 Type of Identification Produced.....

721 However, the negligent inclusion or omission of any information
 722 in the claim of lien which has not prejudiced the owner does not
 723 constitute a default that operates to defeat an otherwise valid
 724 lien.

725 Section 10. Paragraph (a) of subsection (2) and subsection

726 (3) of section 713.10, Florida Statutes, are amended to read:

727 713.10 Extent of liens.—

728 (2) (a) When the lease expressly provides that the interest
 729 of the lessor shall not be subject to liens for improvements
 730 made by the lessee, the lessee shall notify the lienor
 731 ~~contractor~~ making any such improvements of such provision or
 732 provisions in the lease, and the knowing or willful failure of
 733 the lessee to provide such notice to the lienor ~~contractor~~ shall
 734 render the contract between the lessee and the lienor ~~contractor~~
 735 voidable at the option of the lienor ~~contractor~~.

736 (3) Any ~~contractor~~ ~~or~~ lienor under contract to furnish
 737 labor, services, or materials for improvements being made by a
 738 lessee may serve written demand on the lessor for a copy of the
 739 provision in the lease prohibiting liability for improvements
 740 made by the lessee, which copy shall be verified under s.
 741 92.525. The demand must identify the lessee and the premises
 742 being improved and ~~must be in a document that is separate from~~
 743 ~~the notice to the owner as provided in s. 713.06(2)~~. The
 744 interest of any lessor who does not serve a verified copy of the
 745 lease provision within 30 days after demand, or who serves a
 746 false or fraudulent copy, is subject to a lien under this part
 747 by the ~~contractor~~ ~~or~~ lienor who made the demand if the
 748 ~~contractor~~ ~~or~~ lienor has otherwise complied with this part and
 749 did not have actual notice that the interest of the lessor was
 750 not subject to a lien for improvements made by the lessee. The

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751 written demand must include a warning in conspicuous type in
752 substantially the following form:

753 WARNING
754 YOUR FAILURE TO SERVE THE REQUESTED VERIFIED COPY WITHIN 30 DAYS
755 OR THE SERVICE OF A FALSE COPY MAY RESULT IN YOUR PROPERTY BEING
756 SUBJECT TO THE CLAIM OF LIEN OF THE PERSON REQUESTING THE
757 VERIFIED COPY.

758 Section 11. Section 713.12, Florida Statutes, is amended
759 to read:

760 713.12 Liens for improving real property under contract
761 with husband or wife on property of the other or of both.—When
762 the direct contract for improving real property is made with a
763 husband or wife who is not separated and living apart from his
764 or her spouse and the property is owned by the other or by both,
765 the spouse who contracts is considered ~~shall be deemed to be~~ the
766 agent of the other to the extent of subjecting the right, title,
767 or interest of the other in said property to liens under this
768 part unless such other gives ~~shall~~, within 10 days after
769 learning of such contract, ~~give~~ the lienor, ~~contractor~~ and
770 records ~~record~~ in the clerk's office, notice of his or her
771 objection thereto.

772 Section 12. Subsection (1) and paragraph (b) of subsection
773 (5) of section 713.13, Florida Statutes, are amended to read:

774 713.13 Notice of commencement.—

775 (1) (a) Except for an improvement that is exempt under s.

776 713.02(4) ~~pursuant to s. 713.02(5)~~, an owner or the owner's
777 authorized agent before actually commencing to improve any real
778 property, or recommencing completion of any improvement after
779 default or abandonment, ~~whether or not a project has a payment~~
780 ~~bond complying with s. 713.23~~, shall record a notice of
781 commencement in the clerk's office and ~~forthwith~~ post either a
782 certified copy thereof or a notarized statement that the notice
783 of commencement has been filed for recording along with a copy
784 thereof. The notice of commencement shall contain the following
785 information:

786 1. A description sufficient for identification of the real
787 property to be improved. The description should include the
788 legal description of the property and also should include the
789 street address and tax folio number of the property, if
790 available, or, if a ~~there is no~~ street address is not available,
791 such additional information as will describe the physical
792 location of the real property to be improved.

793 2. A general description of the improvement.

794 3. The name and address of the owner, the owner's interest
795 in the site of the improvement, and the name and address of the
796 fee simple titleholder, if other than such owner. A lessee who
797 contracts for the improvements is an owner as defined in s.
798 713.01 ~~under s. 713.01(23)~~ and must be listed as the owner
799 together with a statement that the ownership interest is a
800 leasehold interest.

801 4. The name and address of any potential lienors ~~the~~
802 ~~contractor.~~

803 ~~5. The name and address of the surety on the payment bond~~
804 ~~under s. 713.23, if any, and the amount of such bond.~~

805 ~~5.6.~~ The name and address of any person making a loan for
806 the construction of the improvements.

807 ~~6.7.~~ The name and address within the state of a person
808 other than himself or herself who may be designated by the owner
809 as the person upon whom notices or other documents may be served
810 under this part, ~~and~~ Service upon the person so designated
811 constitutes service upon the owner.

812 ~~(b) The owner, at his or her option, may designate a~~
813 ~~person in addition to himself or herself to receive a copy of~~
814 ~~the lienor's notice as provided in s. 713.06(2)(b), and if he or~~
815 ~~she does so, the name and address of such person must be~~
816 ~~included in the notice of commencement.~~

817 ~~(b)(e)~~ If the contract between the owner and a lienor
818 ~~contractor~~ named in the notice of commencement expresses a
819 period of time for completion ~~for the construction~~ of the
820 improvement that is greater than 1 year, the notice of
821 commencement must state that it is effective for a period of 1
822 year plus any such additional period of time. Any payments made
823 by the owner after the expiration of the notice of commencement
824 are considered improper payments.

825 ~~(c)(d)~~ A notice of commencement must be in substantially

826 | the following form:

827 | Permit No..... Tax Folio No.....

828 | NOTICE OF COMMENCEMENT

829 | State of....

830 | County of....

831 | The undersigned hereby gives notice that improvement will be
 832 | made to certain real property, and in accordance with Chapter
 833 | 713, Florida Statutes, the following information is provided in
 834 | this Notice of Commencement.

835 | 1. Description of property: ...(legal description ~~of the~~
 836 | ~~property,~~ and street address of the property, if available)....

837 | 2. General description of improvement:.....

838 | 3. Owner information or Lessee information, if the Lessee
 839 | contracted for the improvement:

840 | a. Name and address:.....

841 | b. Interest in property:.....

842 | c. Name and address of fee simple titleholder (if
 843 | different from Owner listed above):.....

844 | 4.a. Lienors Contractor: ...(name and address)....

845 | b. Lienors' Contractor's phone number:.....

846 | 5. ~~Surety (if applicable, a copy of the payment bond is~~
 847 | ~~attached):~~:

848 | a. ~~Name and address:.....~~

849 | b. ~~Phone number:.....~~

850 | c. ~~Amount of bond: \$.....~~

851 ~~5.a.6.a.~~ Lender: ...(name and address)....

852 b. Lender's phone number:.....

853 ~~6.7.~~ Persons within the State of Florida designated by

854 Owner upon whom notices or other documents may be served as

855 provided by Section 713.13(1)(a)6. ~~713.13(1)(a)7.~~, Florida

856 Statutes:

857 a. Names and addresses of designated persons ~~Name and~~

858 ~~address:.....~~

859 b. Phone numbers of designated persons:.....

860 ~~8.a. In addition to himself or herself, Owner designates~~

861 ~~..... of to receive a copy of the Lienor's~~

862 ~~Notice as provided in Section 713.13(1)(b), Florida Statutes.~~

863 ~~b. Phone number of person or entity designated by~~

864 ~~owner:.....~~

865 ~~7.9.~~ Expiration date of notice of commencement (the

866 expiration date will be 1 year after ~~from~~ the date of recording,

867 unless a different date is specified).....

868 WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE

869 EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER

870 PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA

871 STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS

872 TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND

873 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU

874 INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN

875 ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF

876 COMMENCEMENT.
 877 ... (Signature of Owner or Lessee, or Owner's or Lessee's
 878 Authorized Officer/Director/Partner/Manager) ...
 879 ... (Signatory's Title/Office) ...
 880 The foregoing instrument was acknowledged before me this
 881 day of, ... (year) ..., by ... (name of person) ... as ... (type
 882 of authority, . . . e.g. officer, trustee, attorney in
 883 fact) ... for ... (name of party on behalf of whom instrument was
 884 executed)
 885 ... (Signature of Notary Public - State of Florida) ...
 886 ... (Print, Type, or Stamp Commissioned Name of Notary Public) ...
 887 Personally Known OR Produced Identification
 888 Type of Identification Produced.....
 889 ~~(c) A copy of any payment bond must be attached at the~~
 890 ~~time of recordation of the notice of commencement. The failure~~
 891 ~~to attach a copy of the bond to the notice of commencement when~~
 892 ~~the notice is recorded negates the exemption provided in s.~~
 893 ~~713.02(6). However, if a payment bond under s. 713.23 exists but~~
 894 ~~was not attached at the time of recordation of the notice of~~
 895 ~~commencement, the bond may be used to transfer any recorded lien~~
 896 ~~of a lienor except that of the contractor by the recordation and~~
 897 ~~service of a notice of bond pursuant to s. 713.23(2). The notice~~
 898 ~~requirements of s. 713.23 apply to any claim against the bond;~~
 899 ~~however, the time limits for serving any required notices shall,~~
 900 ~~at the option of the lienor, be calculated from the dates~~

901 ~~specified in s. 713.23 or the date the notice of bond is served~~
902 ~~on the lienor.~~

903 (d)~~(f)~~ The giving of a notice of commencement is effective
904 upon the filing of the notice in the clerk's office.

905 (e)~~(g)~~ The owner must sign the notice of commencement and
906 no one else may be permitted to sign in his or her stead.

907 (5)

908 (b) The amended notice must identify the official records
909 book and page where the original notice of commencement is
910 recorded, and a copy of the amended notice must be served by the
911 owner upon ~~the contractor and each lienor who serves notice~~
912 before or within 30 days after the date on which the amended
913 notice is recorded.

914 Section 13. Paragraph (f) of subsection (1) and
915 subsections (2), (3), and (4) of section 713.132, Florida
916 Statutes, are amended to read:

917 713.132 Notice of termination.—

918 (1) An owner may terminate the period of effectiveness of
919 a notice of commencement by executing, swearing to, and
920 recording a notice of termination that contains:

921 (f) A statement that the owner has, before recording the
922 notice of termination, served a copy of the notice of
923 termination on ~~the contractor and on~~ each lienor who has a
924 direct contract with the owner ~~or who has served a notice to~~
925 ~~owner~~. The owner is not required to serve a copy of the notice

926 of termination on any lienor who has executed a waiver and
927 release of lien upon final payment in accordance with s. 713.20.

928 (2) An owner has the right to rely on a lienor's
929 ~~contractor's~~ affidavit given under s. 713.06(1)(d) ~~s.~~
930 ~~713.06(3)(d), except with respect to lienors who have already~~
931 ~~given notice,~~ in connection with the execution, swearing to, and
932 recording of a notice of termination. However, the notice of
933 termination must be accompanied by the contractor's affidavit.

934 (3) An owner may not record a notice of termination except
935 after completion of construction~~7~~ or after construction ceases
936 before completion and all lienors have been paid in full or pro
937 rata in accordance with s. 713.06(2) ~~s. 713.06(4)~~. If an owner
938 or a contractor, by fraud or collusion, knowingly makes any
939 fraudulent statement or affidavit in a notice of termination or
940 any accompanying affidavit, the owner and the contractor, or
941 either of them, as the case may be, is liable to any lienor who
942 suffers damages as a result of the filing of the fraudulent
943 notice of termination,~~7~~ and any such lienor has a right of
944 action for damages occasioned thereby.

945 (4) A notice of termination is effective to terminate the
946 notice of commencement at the later of 30 days after recording
947 of the notice of termination or the date stated in the notice of
948 termination as the date on which the notice of commencement is
949 terminated, if the notice of termination has been served
950 pursuant to paragraph (1)(f) on ~~the contractor and on each~~

951 | lienor who has a direct contract with the owner ~~or who has~~
 952 | ~~served a notice to owner.~~

953 | Section 14. Paragraphs (b) and (d) of subsection (1) and
 954 | paragraph (a) of subsection (6) of section 713.135, Florida
 955 | Statutes, are amended to read:

956 | 713.135 Notice of commencement and applicability of lien.—

957 | (1) When any person applies for a building permit, the
 958 | authority issuing such permit shall:

959 | (b) Provide the applicant and the owner of the real
 960 | property upon which improvements are to be constructed with a
 961 | printed statement stating that the right, title, and interest of
 962 | the person who has contracted for the improvement may be subject
 963 | to attachment under the Construction Lien Law. The Department of
 964 | Business and Professional Regulation shall furnish, for
 965 | distribution, the statement described in this paragraph, and the
 966 | statement must be a summary of the Construction Lien Law and
 967 | must include an explanation of the provisions of the
 968 | Construction Lien Law relating to the recording, and the posting
 969 | of copies, of notices of commencement and a statement
 970 | encouraging the owner to record a notice of commencement and
 971 | post a copy of the notice of commencement in accordance with s.
 972 | 713.13. The statement must also contain an explanation of the
 973 | owner's rights ~~if a lienor fails to furnish the owner with a~~
 974 | ~~notice as provided in s. 713.06(2) and an explanation of the~~
 975 | ~~owner's rights~~ as provided in s. 713.22. The authority that

976 issues the building permit must obtain from the Department of
977 Business and Professional Regulation the statement required by
978 this paragraph and must mail, deliver by electronic mail or
979 other electronic format or facsimile, or personally deliver that
980 statement to the owner or, in a case in which the owner is
981 required to personally appear to obtain the permit, provide that
982 statement to any owner making improvements to real property
983 consisting of a single or multiple family dwelling up to and
984 including four units. However, the failure by the authorities to
985 provide the summary does not subject the issuing authority to
986 liability.

987 (d) Furnish to the applicant two or more copies of a form
988 of notice of commencement conforming with s. 713.13. If the
989 direct contract is greater than \$2,500, the applicant shall file
990 with the issuing authority before ~~prior to~~ the first inspection
991 either a certified copy of the recorded notice of commencement
992 or a notarized statement that the notice of commencement has
993 been filed for recording, along with a copy thereof. In the
994 absence of the filing of a certified copy of the recorded notice
995 of commencement, the issuing authority or a private provider
996 performing inspection services may not perform or approve
997 subsequent inspections until the applicant files by mail,
998 facsimile, hand delivery, or any other means such certified copy
999 with the issuing authority. The certified copy of the notice of
1000 commencement must contain the name and address of the owner, the

1001 name and address of any lienors ~~the contractor~~, and the location
 1002 or address of the property being improved. The issuing authority
 1003 shall verify that the name and address of the owner, the name of
 1004 any lienors ~~the contractor~~, and the location or address of the
 1005 property being improved which is contained in the certified copy
 1006 of the notice of commencement is consistent with the information
 1007 in the building permit application. The issuing authority shall
 1008 provide the recording information on the certified copy of the
 1009 recorded notice of commencement to any person upon request. This
 1010 subsection does not require the recording of a notice of
 1011 commencement before ~~prior to~~ the issuance of a building permit.
 1012 If a local government requires a separate permit or inspection
 1013 for installation of temporary electrical service or other
 1014 temporary utility service, land clearing, or other preliminary
 1015 site work, such permits may be issued and such inspections may
 1016 be conducted without providing the issuing authority with a
 1017 certified copy of a recorded notice of commencement or a
 1018 notarized statement regarding a recorded notice of commencement.
 1019 This subsection does not apply to a direct contract to repair or
 1020 replace an existing heating or air-conditioning system in an
 1021 amount less than \$7,500.

1022 (6) (a) In addition to any other information required by
 1023 the authority issuing the permit, the building permit
 1024 application must be in substantially the following form:

1025 Tax Folio No.....

BUILDING PERMIT APPLICATION

1026

1027 Owner's Name.....

1028 Owner's Address.....

1029 Fee Simple Titleholder's Name (If other than owner).....

1030 Fee Simple Titleholder's Address (If other than owner).....

1031 City

1032 State..... Zip.....

1033 Lienor's Names ~~Contractor's Name~~.....

1034 Lienor's Addresses ~~Contractor's Address~~.....

1035 City

1036 State..... Zip.....

1037 Job Name.....

1038 Job Address.....

1039 City..... County.....

1040 Legal Description.....

1041 ~~Bonding Company~~.....

1042 ~~Bonding Company Address~~.....

1043 ~~City~~..... ~~State~~.....

1044 Architect/Engineer's Name.....

1045 Architect/Engineer's Address.....

1046 Mortgage Lender's Name.....

1047 Mortgage Lender's Address.....

1048 Application is hereby made to obtain a permit to do the

1049 work and installations as indicated. I certify that ~~no~~ work or

1050 installation has not commenced before ~~prior to~~ the issuance of a

1051 permit and that all work will be performed to meet the standards
 1052 of all laws regulating construction in this jurisdiction. I
 1053 understand that a separate permit must be secured for ELECTRICAL
 1054 WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS,
 1055 TANKS, and AIR CONDITIONERS, etc.

1056 OWNER'S AFFIDAVIT: I certify that all the foregoing information
 1057 is accurate and that all work will be done in compliance with
 1058 all applicable laws regulating construction and zoning.

1059 WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF
 1060 COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO
 1061 YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND
 1062 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.

1063 IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR
 1064 AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF
 1065 COMMENCEMENT.

1066 ... (Signature of Owner or Agent) ...
 1067 ... (including any lienors ~~contractor~~) ...

1068 STATE OF FLORIDA

1069 COUNTY OF

1070 Sworn to (or affirmed) and subscribed before me this
 1071 day of, ... (year) ..., by ... (name of person making
 1072 statement)

1073 ... (Signature of Notary Public - State of Florida) ...

1074 ... (Print, Type, or Stamp Commissioned Name of Notary Public) ...

1075 Personally Known OR Produced Identification

1076 Type of Identification Produced.....
 1077 ... (Signature of any lienors Contractor)...
 1078 STATE OF FLORIDA
 1079 COUNTY OF
 1080 Sworn to (or affirmed) and subscribed before me this
 1081 day of, ... (year) ..., by ... (name of person making
 1082 statement)....
 1083 ... (Signature of Notary Public - State of Florida)...
 1084 ... (Print, Type, or Stamp Commissioned Name of Notary Public)...
 1085 Personally Known OR Produced Identification
 1086 Type of Identification Produced.....
 1087 (Certificate of Competency Holder)
 1088 Lienor's ~~Contractor's~~ State Certification or Registration
 1089 No.....
 1090 Lienor's ~~Contractor's~~ Certificate of Competency No.....
 1091 APPLICATION APPROVED BY
 1092Permit Officer
 1093 Section 15. Section 713.16, Florida Statutes, is amended
 1094 to read:
 1095 713.16 Demand for copy of direct contract and statement
 1096 ~~statements~~ of account; form.-
 1097 (1) A copy of the direct contract of a lienor or owner and
 1098 a statement of the amount due or to become due if fixed or
 1099 ascertainable thereon must be furnished by any party thereto,
 1100 upon written demand of an owner or a lienor contracting with or

1101 employed by the other party to such direct contract. If the
1102 owner or lienor refuses or neglects to furnish such copy of the
1103 direct contract or such statement, or willfully and falsely
1104 states the amount due or to become due if fixed or ascertainable
1105 under such direct contract, any person who suffers any detriment
1106 thereby has a cause of action against the person refusing or
1107 neglecting to furnish the same or willfully and falsely stating
1108 the amount due or to become due for his or her damages sustained
1109 thereby. The information contained in such copy or statement
1110 furnished pursuant to such written demand is binding upon the
1111 owner or lienor furnishing it unless actual notice of any
1112 modification is given to the person demanding the copy or
1113 statement before such person acts in good faith in reliance on
1114 it. The person demanding such documents must pay for the
1115 reproduction thereof, ~~+~~ and, if such person fails or refuses to
1116 do so, he or she is entitled only to inspect such documents at
1117 reasonable times and places.

1118 (2) The owner may serve in writing a demand of any lienor
1119 for a written statement under oath of his or her account showing
1120 the nature of the labor or services performed and to be
1121 performed, if any, the materials furnished, the materials to be
1122 furnished, if known, the amount paid on account to date, the
1123 amount due, and the amount to become due, if known, as of the
1124 date of the statement by the lienor. Any such demand to a lienor
1125 must be served on the lienor at the address and to the attention

1126 of any person who is designated to receive the demand ~~in the~~
1127 ~~notice to owner served by such lienor~~ and must include a
1128 description of the property and the names of the owner, ~~the~~
1129 ~~contractor,~~ and the lienor's customer, ~~as set forth in the~~
1130 ~~lienor's notice to owner~~. The failure or refusal to furnish the
1131 statement does not deprive the lienor of his or her lien if the
1132 demand is not served at the address of the lienor or directed to
1133 the attention of the person designated to receive the demand ~~in~~
1134 ~~the notice to owner~~. The failure or refusal to furnish the
1135 statement under oath within 30 days after the demand, or the
1136 furnishing of a false or fraudulent statement, deprives the
1137 person so failing or refusing to furnish such statement of his
1138 or her lien. If the owner serves more than one demand for
1139 statement of account on a lienor and none of the information
1140 regarding the account has changed since the lienor's last
1141 response to a demand, the failure or refusal to furnish such
1142 statement does not deprive the lienor of his or her lien. The
1143 negligent inclusion or omission of any information deprives the
1144 person of his or her lien to the extent the owner can
1145 demonstrate prejudice from such act or omission by the lienor.
1146 The failure to furnish a response to a demand for statement of
1147 account does not affect the validity of any claim of lien being
1148 enforced through a foreclosure case filed before the date on
1149 which the demand for statement is received by the lienor.

1150 (3) A request for sworn statement of account must be in

1151 substantially the following form:

1152 REQUEST FOR SWORN STATEMENT OF ACCOUNT

1153 WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT, SIGNED
 1154 UNDER OATH, WITHIN 30 DAYS OR THE FURNISHING OF A FALSE
 1155 STATEMENT WILL RESULT IN THE LOSS OF YOUR LIEN.

1156 To: ... (Lienor's name and address)...

1157 The undersigned hereby demands a written statement under oath of
 1158 his or her account showing the nature of the labor or services
 1159 performed and to be performed, if any, the materials furnished,
 1160 the materials to be furnished, if known, the amount paid on
 1161 account to date, the amount due, and the amount to become due,
 1162 if known, as of the date on which ~~of~~ the statement for the
 1163 improvement of real property identified as ... (property
 1164 description)....

1165 ~~... (name of contractor) ...~~

1166 ~~... (name of the lienor's customer, as set forth in the
 1167 lienor's Notice to Owner, if such notice has been served) ...~~

1168 ... (signature and address of owner) ...

1169 ... (date of request for sworn statement of account) ...

1170 ~~(4) When a contractor has furnished a payment bond
 1171 pursuant to s. 713.23, he or she may, when an owner makes any
 1172 payment to the contractor or directly to a lienor, serve a
 1173 written demand on any other lienor for a written statement under
 1174 oath of his or her account showing the nature of the labor or
 1175 services performed and to be performed, if any, the materials~~

1176 ~~furnished, the materials to be furnished, if known, the amount~~
1177 ~~paid on account to date, the amount due, and the amount to~~
1178 ~~become due, if known, as of the date of the statement by the~~
1179 ~~lienor. Any such demand to a lienor must be served on the lienor~~
1180 ~~at the address and to the attention of any person who is~~
1181 ~~designated to receive the demand in the notice to contractor~~
1182 ~~served by such lienor. The demand must include a description of~~
1183 ~~the property and the names of the owner, the contractor, and the~~
1184 ~~lienor's customer, as set forth in the lienor's notice to~~
1185 ~~contractor. The failure or refusal to furnish the statement does~~
1186 ~~not deprive the lienor of his or her rights under the bond if~~
1187 ~~the demand is not served at the address of the lienor or~~
1188 ~~directed to the attention of the person designated to receive~~
1189 ~~the demand in the notice to contractor. The failure to furnish~~
1190 ~~the statement within 30 days after the demand, or the furnishing~~
1191 ~~of a false or fraudulent statement, deprives the person who~~
1192 ~~fails to furnish the statement, or who furnishes the false or~~
1193 ~~fraudulent statement, of his or her rights under the bond. If~~
1194 ~~the contractor serves more than one demand for statement of~~
1195 ~~account on a lienor and none of the information regarding the~~
1196 ~~account has changed since the lienor's last response to a~~
1197 ~~demand, the failure or refusal to furnish such statement does~~
1198 ~~not deprive the lienor of his or her rights under the bond. The~~
1199 ~~negligent inclusion or omission of any information deprives the~~
1200 ~~person of his or her rights under the bond to the extent the~~

1201 ~~contractor can demonstrate prejudice from such act or omission~~
 1202 ~~by the lienor. The failure to furnish a response to a demand for~~
 1203 ~~statement of account does not affect the validity of any claim~~
 1204 ~~on the bond being enforced in a lawsuit filed prior to the date~~
 1205 ~~the demand for statement of account is received by the lienor.~~

1206 (4) (a) ~~(5) (a)~~ Any lienor who is perfecting a claim of lien
 1207 may serve with the claim of lien or thereafter a written demand
 1208 on the owner for a written statement under oath showing:

1209 1. The amount of the direct contract under which the lien
 1210 was recorded;

1211 2. The dates and amounts paid or to be paid by or on
 1212 behalf of the owner for all improvements described in the direct
 1213 contract;

1214 3. The reasonable estimated costs of completing the direct
 1215 contract under which the lien was claimed pursuant to the scope
 1216 of the direct contract; and

1217 4. If known, the actual cost of completion.

1218 (b) Any owner who does not provide the statement within 30
 1219 days after demand, or who provides a false or fraudulent
 1220 statement, is not a prevailing party for purposes of an award of
 1221 attorney fees under s. 713.29. The written demand must include
 1222 the following warning in conspicuous type in substantially the
 1223 following form:

1224 WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT WITHIN
 1225 30 DAYS OR THE FURNISHING OF A FALSE STATEMENT WILL RESULT IN

1226 THE LOSS OF YOUR RIGHT TO RECOVER ATTORNEY FEES IN ANY ACTION TO
 1227 ENFORCE THE CLAIM OF LIEN OF THE PERSON REQUESTING THIS
 1228 STATEMENT.

1229 (5)~~(6)~~ Any written demand served on the owner must include
 1230 a description of the property and the name ~~names~~ of the
 1231 ~~contractor and the lienor's customer, as set forth in the~~
 1232 ~~lienor's notice to owner.~~

1233 (6)~~(7)~~ For purposes of this section, the term
 1234 "information" means the nature and quantity of the labor,
 1235 services, and materials furnished or to be furnished by a lienor
 1236 and the amount paid, the amount due, and the amount to become
 1237 due on the lienor's account.

1238 Section 16. Subsection (3) of section 713.165, Florida
 1239 Statutes, is amended to read:

1240 713.165 Request for list of subcontractors and suppliers.-

1241 ~~(3) A list furnished under this section shall not~~
 1242 ~~constitute a notice to owner.~~

1243 Section 17. Subsection (2) of section 713.18, Florida
 1244 Statutes, is amended to read:

1245 713.18 Manner of serving notices and other instruments.-

1246 (2) Notwithstanding subsection (1), service of a ~~notice to~~
 1247 ~~owner or a preliminary notice to contractor under s. 255.05 or~~
 1248 ~~s. 337.18, or s. 713.23~~ is effective as of the date of mailing
 1249 if:

1250 (a) The notice is mailed by registered, Global Express

1251 Guaranteed, or certified mail, with postage prepaid, to the
 1252 person to be served at any of the addresses set forth in
 1253 subsection (3);

1254 (b) The notice is mailed within 40 days after the date on
 1255 which the lienor first furnishes labor, services, or materials;
 1256 and

1257 (c)1. The person who served the notice maintains a
 1258 registered or certified mail log that shows the registered or
 1259 certified mail number issued by the United States Postal
 1260 Service, the name and address of the person served, and the date
 1261 stamp of the United States Postal Service confirming the date of
 1262 mailing; or

1263 2. The person who served the notice maintains electronic
 1264 tracking records generated by the United States Postal Service
 1265 containing the postal tracking number, the name and address of
 1266 the person served, and verification of the date of receipt by
 1267 the United States Postal Service.

1268 Section 18. Subsections (1) and (7) of section 713.20,
 1269 Florida Statutes, are amended to read:

1270 713.20 Waiver or release of liens.—

1271 (1) The acceptance by the lienor of an unsecured note for
 1272 all or any part of the amount of his or her demand does ~~shall~~
 1273 not constitute a waiver of his or her lien therefor unless
 1274 expressly so agreed in writing, nor shall it in any way affect
 1275 the ~~period for filing the notice under s. 713.06(2), or the~~

1276 claim of lien under s. 713.08.

1277 (7) A lienor who executes a lien waiver and release in
 1278 exchange for a check may condition the waiver and release upon
 1279 ~~on~~ payment of the check. ~~However, in the absence of a payment~~
 1280 ~~bond protecting the owner, the owner may withhold from any~~
 1281 ~~payment to the contractor the amount of any such unpaid check~~
 1282 ~~until any such condition is satisfied.~~

1283 Section 19. Subsection (2) of section 713.22, Florida
 1284 Statutes, is amended to read:

1285 713.22 Duration of lien.—

1286 (2) An owner or the owner's attorney may elect to shorten
 1287 the time prescribed in subsection (1) within which to commence
 1288 an action to enforce any claim of lien or claim against ~~a bond~~
 1289 ~~or~~ other security under ~~s. 713.23 or~~ s. 713.24 by recording in
 1290 the clerk's office a notice in substantially the following form:

1291 NOTICE OF CONTEST OF LIEN

1292 To: ...(Name and address of lienor)...

1293 You are notified that the undersigned contests the claim of lien
 1294 filed by you on, ...(year)...., and recorded in Book
 1295, Page, of the public records of County, Florida,
 1296 and that the time within which you may file suit to enforce your
 1297 lien is limited to 60 days from the date of service of this
 1298 notice. This day of, ...(year)....

1299 Signed: ...(Owner or Attorney)...

1300 The lien of any lienor upon whom such notice is served and who

1301 fails to institute a suit to enforce his or her lien within 60
 1302 days after service of such notice shall be extinguished
 1303 automatically. The clerk shall serve, in accordance with s.
 1304 713.18, a copy of the notice of contest to the lien claimant at
 1305 the address shown in the claim of lien or most recent amendment
 1306 thereto and shall certify to such service and the date of
 1307 service on the face of the notice and record the notice.

1308 Section 20. Section 713.23, Florida Statutes, is repealed.

1309 Section 21. Section 713.235, Florida Statutes, is
 1310 repealed.

1311 Section 22. Subsections (1), (3), and (4) of section
 1312 713.24, Florida Statutes, are amended to read:

1313 713.24 Transfer of liens to security.-

1314 (1) Any lien claimed under this part may be transferred~~7~~
 1315 by any person having an interest in the real property upon which
 1316 the lien is imposed or the direct contract under which the lien
 1317 is claimed~~7~~ from such real property to other security by either:

1318 (a) Depositing in the clerk's office a sum of money;i~~7~~ or

1319 (b) Filing in the clerk's office a bond executed as surety
 1320 by a surety insurer licensed to do business in this state,

1321
 1322 either ~~to be~~ in an amount equal to the amount demanded in such
 1323 claim of lien, plus interest thereon at the legal rate for 3
 1324 years, plus \$1,000 or 25 percent of the amount demanded in the
 1325 claim of lien, whichever is greater, to apply on any attorney

1326 ~~attorney's~~ fees and court costs that may be taxed in any
1327 proceeding to enforce said lien. Such deposit or bond shall be
1328 conditioned to pay any judgment or decree which may be rendered
1329 for the satisfaction of the lien for which such claim of lien
1330 was recorded. Upon making such deposit or filing such bond, the
1331 clerk shall make and record a certificate showing the transfer
1332 of the lien from the real property to the security and shall
1333 mail a copy thereof by registered or certified mail to the
1334 lienor named in the claim of lien so transferred, at the address
1335 stated therein. Upon filing the certificate of transfer, the
1336 real property shall thereupon be released from the lien claimed,
1337 and such lien shall be transferred to said security. ~~In the~~
1338 ~~absence of allegations of privity between the lienor and the~~
1339 ~~owner, and~~ Subject to any order of the court increasing the
1340 amount required for the lien transfer deposit or bond, no other
1341 judgment or decree to pay money may be entered by the court
1342 against the owner. The clerk is ~~shall be~~ entitled to a service
1343 charge for making and serving the certificate, in the amount of
1344 up to \$20, from which the clerk shall remit \$5 to the Department
1345 of Revenue for deposit into the General Revenue Fund. If the
1346 transaction involves the transfer of multiple liens, an
1347 additional charge of up to \$10 for each additional lien shall be
1348 charged, from which the clerk shall remit \$2.50 to the
1349 Department of Revenue for deposit into the General Revenue Fund.
1350 For recording the certificate and approving the bond, the clerk

1351 shall receive her or his usual statutory service charges as
 1352 prescribed in s. 28.24. Any number of liens may be transferred
 1353 to one such security.

1354 (3) Any party having an interest in such security or the
 1355 property from which the lien was transferred may at any time,
 1356 and any number of times, file a complaint in chancery in the
 1357 circuit court of the county where such security is deposited, or
 1358 file a motion in a pending action to enforce a lien, for an
 1359 order to require additional security, reduction of security,
 1360 change or substitution of sureties, payment of discharge
 1361 thereof, or any other matter affecting said security. If the
 1362 court finds that the amount of the deposit or bond in excess of
 1363 the amount claimed in the claim of lien is insufficient to pay
 1364 the lienor's attorney ~~attorney's~~ fees and court costs incurred
 1365 in the action to enforce the lien, the court must increase the
 1366 amount of the cash deposit or lien transfer bond. Nothing in
 1367 this section shall be construed to vest exclusive jurisdiction
 1368 in the circuit courts over transfer bond claims for nonpayment
 1369 of an amount within the monetary jurisdiction of the county
 1370 courts.

1371 (4) If a proceeding to enforce a transferred lien is not
 1372 commenced within the time specified in s. 713.22 or if it
 1373 appears that the transferred lien has been satisfied of record,
 1374 the clerk shall return said security upon request of the person
 1375 depositing or filing the same, or the insurer. If a proceeding

1376 to enforce a lien is commenced in a court of competent
 1377 jurisdiction within the time specified in s. 713.22 and, during
 1378 such proceeding, the lien is transferred pursuant to this
 1379 section ~~or s. 713.13(1)(e)~~, an action commenced within 1 year
 1380 after the transfer, unless otherwise shortened by operation of
 1381 law, in the same county or circuit court to recover against the
 1382 security shall be deemed to have been brought as of the date of
 1383 filing the action to enforce the lien, and the court shall have
 1384 jurisdiction over the action.

1385 Section 23. Section 713.245, Florida Statutes, is
 1386 repealed.

1387 Section 24. Section 713.29, Florida Statutes, is amended
 1388 to read:

1389 713.29 Attorney ~~Attorney's~~ fees.—In any action brought to
 1390 enforce a lien ~~or to enforce a claim against a bond~~ under this
 1391 part, the prevailing party is entitled to recover a reasonable
 1392 fee for the services of her or his attorney for trial and appeal
 1393 or for arbitration, in an amount to be determined by the court,
 1394 which fee must be taxed as part of the prevailing party's costs,
 1395 as allowed in equitable actions.

1396 Section 25. Paragraph (c) of subsection (2) and subsection
 1397 (3) of section 713.31, Florida Statutes, are amended to read:

1398 713.31 Remedies in case of fraud or collusion.—

1399 (2)

1400 (c) An owner against whose interest in real property a

1401 fraudulent lien is filed, or any other lienor ~~contractor,~~
1402 ~~subcontractor, or sub-subcontractor~~ who suffers damages as a
1403 result of the filing of the fraudulent lien, has ~~shall have~~ a
1404 right of action for damages occasioned thereby. The action may
1405 be instituted independently of any other action, or in
1406 connection with a summons to show cause under s. 713.21, or as a
1407 counterclaim or cross-claim to any action to enforce or to
1408 determine the validity of the lien. The prevailing party in an
1409 action under this paragraph may recover reasonable attorney
1410 ~~attorney's~~ fees and costs. If the lienor who files a fraudulent
1411 lien is not the prevailing party, the lienor is ~~shall be~~ liable
1412 to the owner or the defrauded party who prevails in an action
1413 under this subsection in damages, which shall include court
1414 costs, clerk's fees, a reasonable attorney ~~attorney's~~ fee and
1415 costs for services in securing the discharge of the lien, the
1416 amount of any premium for a bond given to obtain the discharge
1417 of the lien, interest on any money deposited for the purpose of
1418 discharging the lien, and punitive damages in an amount not
1419 exceeding the difference between the amount claimed by the
1420 lienor to be due or to become due and the amount actually due or
1421 to become due.

1422 (3) Any person who willfully files a fraudulent lien, as
1423 defined in this section, commits a felony of the third degree,
1424 punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
1425 A state attorney or the statewide prosecutor, upon the filing of

1426 an indictment or information against a lienor ~~contractor,~~
1427 ~~subcontractor, or sub-subcontractor~~ which charges such person
1428 with a violation of this subsection, shall forward a copy of the
1429 indictment or information to the Department of Business and
1430 Professional Regulation. The Department of Business and
1431 Professional Regulation shall promptly open an investigation
1432 into the matter, and, if probable cause is found, shall furnish
1433 a copy of any investigative report to the state attorney or
1434 statewide prosecutor who furnished a copy of the indictment or
1435 information and to the owner of the property which is the
1436 subject of the investigation.

1437 Section 26. Paragraph (d) of subsection (1) of section
1438 713.345, Florida Statutes, is amended to read:

1439 713.345 Moneys received for real property improvements;
1440 penalty for misapplication.-

1441 (1)

1442 (d) A state attorney or the statewide prosecutor, upon the
1443 filing of an indictment or information against a lienor
1444 ~~contractor, subcontractor, or sub-subcontractor~~ which charges
1445 such person with a violation of paragraph (b), shall forward a
1446 copy of the indictment or information to the Department of
1447 Business and Professional Regulation. The Department of Business
1448 and Professional Regulation shall promptly open an investigation
1449 into the matter and, if probable cause is found, shall furnish a
1450 copy of any investigative report to the state attorney or

1451 statewide prosecutor who furnished a copy of the indictment or
 1452 information and to the owner of the property which is the
 1453 subject of the investigation.

1454 Section 27. Subsection (7) of section 713.346, Florida
 1455 Statutes, is amended to read:

1456 713.346 Payment on construction contracts.—

1457 (7) The prevailing party in any proceeding under this
 1458 section is entitled to recover costs, including a reasonable
 1459 attorney ~~attorney's~~ fee, at trial and on appeal.

1460 Section 28. Section 713.3471, Florida Statutes, is amended
 1461 to read:

1462 713.3471 Lender responsibilities with construction loans.—

1463 (1) Before ~~Prior to~~ a lender making any loan disbursement
 1464 on any construction loan secured by residential real property
 1465 directly to the owner, which, for purposes of this subsection,
 1466 means only a natural person, into the owner's account or
 1467 accounts, or jointly to the owner and any other party, the
 1468 lender shall mail, deliver by electronic mail or other
 1469 electronic format or facsimile, or personally deliver the
 1470 following written notice to the borrowers in bold type larger
 1471 than any other type on the page:

1472 WARNING!

1473 YOUR LENDER IS MAKING A LOAN DISBURSEMENT DIRECTLY TO YOU AS THE
 1474 BORROWER, OR JOINTLY TO YOU AND ANOTHER PARTY. TO PROTECT
 1475 YOURSELF FROM HAVING TO PAY TWICE FOR THE SAME LABOR, SERVICES,

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1476 OR MATERIALS USED IN MAKING THE IMPROVEMENTS TO YOUR PROPERTY,
1477 BE SURE THAT YOU REQUIRE ALL LIENORS ~~YOUR CONTRACTOR~~ TO GIVE YOU
1478 LIEN RELEASES ~~FROM EACH LIENOR WHO HAS SENT YOU A NOTICE TO~~
1479 ~~OWNER~~ EACH TIME YOU MAKE A PAYMENT TO THE LIENOR ~~YOUR~~
1480 ~~CONTRACTOR~~.

1481 This subsection does not apply when the owner is a contractor
1482 licensed under chapter 489 or is a person who creates parcels or
1483 offers parcels for sale or lease in the ordinary course of
1484 business.

1485 (2) (a) Within 5 business days after a lender makes a final
1486 determination, before ~~prior to~~ the distribution of all funds
1487 available under a construction loan, that the lender will cease
1488 further advances under ~~pursuant to~~ the loan, the lender shall
1489 serve written notice of that decision on ~~the contractor and on~~
1490 any ~~other~~ lienor who has given the lender notice. The lender is
1491 ~~shall~~ not be liable to a lienor ~~the contractor~~ based upon the
1492 decision of the lender to cease further advances if the lender
1493 gives the lienor ~~contractor~~ notice of such decision in
1494 accordance with this subsection and the decision is otherwise
1495 permitted under the loan documents.

1496 (b) The failure to give notice to the lienor ~~contractor~~
1497 under paragraph (a) renders the lender liable to the lienor
1498 ~~contractor~~ to the extent of the actual value of the materials
1499 and direct labor costs furnished by the lienor ~~contractor~~ plus
1500 15 percent for overhead, profit, and all other costs from the

1501 date on which notice of the lender's decision should have been
1502 served on the lienor ~~contractor~~ and the date on which notice of
1503 the lender's decision is served on the lienor ~~contractor~~. The
1504 lender and the lienor ~~contractor~~ may agree in writing to any
1505 other reasonable method for determining the value of the labor,
1506 services, and materials furnished by the lienor ~~contractor~~.

1507 (c) The liability of the lender may not ~~shall in no event~~
1508 be greater than the amount of undisbursed funds at the time the
1509 notice should have been given unless the failure to give notice
1510 was done for the purpose of defrauding the lienor ~~contractor~~.
1511 The lender is not liable to the lienor ~~contractor~~ for
1512 consequential or punitive damages for failure to give timely
1513 notice under this subsection. The lienor has ~~contractor shall~~
1514 ~~have~~ a separate cause of action against the lender for damages
1515 sustained as the result of the lender's failure to give timely
1516 notice under this subsection. Such separate cause of action may
1517 not be used to hinder or delay any foreclosure action filed by
1518 the lender, may not be the basis of any claim for an equitable
1519 lien or for equitable subordination of the mortgage lien, and
1520 may not be asserted as an offset or a defense in the foreclosure
1521 case.

1522 (d) For purposes of serving notice on a lienor ~~the~~
1523 ~~contractor~~ under this subsection, the lender may rely on the
1524 name and address of the lienor ~~contractor~~ listed in the notice
1525 of commencement or, if a ~~no~~ notice of commencement is not

1526 recorded, on the name and address of the lienor contractor
1527 listed in the uniform building permit application. ~~For purposes~~
1528 ~~of serving notice on any other lienor under this subsection, the~~
1529 ~~lender may rely upon the name and address of the lienor listed~~
1530 ~~in the notice to owner.~~

1531 (e) A ~~The contractor or any other~~ lienor may not waive the
1532 right to receive notice under this paragraph.

1533 (3) (a) If the lender and the borrower have designated a
1534 portion of the construction loan proceeds, the borrower may not
1535 authorize the lender to disburse the funds so designated for any
1536 other purpose until the owner serves ~~the contractor and any~~
1537 ~~other lienor who has given the owner a notice to owner~~ with
1538 written notice of that decision, including the amount of such
1539 loan proceeds to be disbursed. For the purposes of this
1540 subsection, the term "designated construction loan proceeds"
1541 means that portion of the loan allocated to actual construction
1542 costs of the facility and does ~~shall~~ not include allocated loan
1543 proceeds for tenant improvements when where the lienor does not
1544 have a contractor has no contractual obligation or work order to
1545 proceed with such improvements. The lender is ~~shall~~ not be
1546 liable to the lienor contractor based upon the reallocation of
1547 the loan proceeds or the disbursement of the loan proceeds if
1548 the notice is timely given in accordance with this subsection
1549 and the decision is otherwise permitted under the loan
1550 documents.

1551 (b) If the lender is permitted under the loan documents to
1552 make disbursements from the loan contrary to the original loan
1553 budget without the borrower's prior consent, the lender is
1554 responsible for serving the notice to any ~~the contractor or~~
1555 ~~other~~ lienor required under this subsection.

1556 (c) This subsection does not apply to a residential
1557 project of four units or fewer ~~less~~.

1558 (d) This subsection does not apply to construction loans
1559 of less than \$1 million unless the lender has committed to make
1560 more than one loan, the total of which loans are greater than \$1
1561 million, for the purpose of evading this subsection.

1562 (e) The owner or the lender is not required to give notice
1563 to ~~the contractor or~~ any ~~other~~ lienor under this subsection
1564 unless the total amount of all disbursements described in
1565 paragraph (a) exceed 5 percent of the original amount of the
1566 designated construction loan proceeds or \$100,000, whichever is
1567 less.

1568 (f) Disbursement of loan proceeds contrary to this
1569 subsection renders the lender liable to the lienor ~~contractor~~ to
1570 the extent of any such disbursements or to the extent of the
1571 actual value of the materials and direct labor costs plus 15
1572 percent for overhead, profit, and all other costs, whichever is
1573 less. The lender is not liable to the lienor ~~contractor~~ for
1574 consequential or punitive damages for disbursing loan proceeds
1575 in violation of this subsection. The lienor has ~~contractor shall~~

1576 ~~have~~ a separate cause of action against the lender for damages
1577 sustained as the result of the disbursement of loan proceeds in
1578 violation of this subsection. Such separate cause of action may
1579 not be used to hinder or delay any foreclosure action filed by
1580 the lender, may not be the basis of any claim for equitable
1581 subordination of the mortgage lien, and may not be asserted as
1582 an offset or a defense in the foreclosure case.

1583 (g) For purposes of serving notice on a lienor ~~the~~
1584 ~~contractor~~ under this subsection, the lender may rely upon the
1585 name and address of the lienor ~~contractor~~ listed in the notice
1586 of commencement or, if no notice of commencement is recorded,
1587 the name and address of the lienor ~~contractor~~ listed in the
1588 uniform building permit application. ~~For purposes of serving~~
1589 ~~notice on any other lienor under this subsection, the lender may~~
1590 ~~rely upon the name and address of the lienor listed in the~~
1591 ~~notice to owner.~~

1592 (h) For purposes of this subsection, the lender may rely
1593 upon a written statement, signed under oath by the ~~contractor or~~
1594 ~~any other~~ lienor, that confirms that the ~~contractor or the~~
1595 lienor has received the written notice required by this
1596 subsection.

1597 (i) A ~~contractor and any other~~ lienor may not waive his or
1598 her right to receive notice under this subsection.

1599 Section 29. Section 713.35, Florida Statutes, is amended
1600 to read:

1601 713.35 Making or furnishing false statement.—Any person,
1602 firm, or corporation who knowingly and intentionally makes or
1603 furnishes to another person, firm, or corporation an affidavit,
1604 a waiver or release of lien, or other document, whether or not
1605 under oath, containing false information about the payment
1606 status of any lienors ~~subcontractors, sub-subcontractors, or~~
1607 ~~suppliers~~ in connection with the improvement of real property in
1608 this state, knowing that the one to whom it was furnished might
1609 rely on it, and the one to whom it was furnished will part with
1610 draw payments or final payment relying on the truth of such
1611 statement as an inducement to do so commits a felony of the
1612 third degree, punishable as provided in s. 775.082 or s.
1613 775.083. A state attorney or the statewide prosecutor, upon the
1614 filing of an indictment or information against a person, firm,
1615 or corporation ~~contractor, subcontractor, or sub-subcontractor~~
1616 which charges such person or entity with a violation of this
1617 section, shall forward a copy of the indictment or information
1618 to the Department of Business and Professional Regulation. The
1619 Department of Business and Professional Regulation shall
1620 promptly open an investigation into the matter and, if probable
1621 cause is found, shall furnish a copy of any investigative report
1622 to the state attorney or statewide prosecutor who furnished a
1623 copy of the indictment or information and to the owner of the
1624 property which is the subject of the investigation.

1625 Section 30. Paragraph (b) of subsection (2) and paragraph

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1626 (e) of subsection (5) of section 95.11, Florida Statutes, are
1627 amended to read:

1628 95.11 Limitations other than for the recovery of real
1629 property.—Actions other than for recovery of real property shall
1630 be commenced as follows:

1631 (2) WITHIN FIVE YEARS.—

1632 (b) A legal or equitable action on a contract, obligation,
1633 or liability founded on a written instrument, except for an
1634 action to enforce a claim against a payment bond, which shall be
1635 governed by the applicable provisions of paragraph (5) (e), s.
1636 255.05(10), or s. 337.18(1), ~~or s. 713.23(1)(e)~~, and except for
1637 an action for a deficiency judgment governed by paragraph
1638 (5) (h).

1639 (5) WITHIN ONE YEAR.—

1640 (e) Except for actions governed by s. 255.05(10) or s.
1641 337.18(1), ~~or s. 713.23(1)(e)~~, an action to enforce any claim
1642 against a payment bond on which the principal is a contractor,
1643 subcontractor, or sub-subcontractor as defined in s. 713.01, for
1644 private work as well as public work, from the last furnishing of
1645 labor, services, or materials or from the last furnishing of
1646 labor, services, or materials by the contractor if the
1647 contractor is the principal on a bond on the same construction
1648 project, whichever is later.

1649 Section 31. This act shall take effect July 1, 2020.