CS for SB 658

By the Committee on Rules; and Senator Truenow

	595-03348-25 2025658c1
1	A bill to be entitled
2	An act relating to waiver or release of liens;
3	amending s. 713.20, F.S.; requiring that waiver and
4	release of lien forms include specific language;
5	authorizing a lienor who executes such lien and
6	release forms in exchange for payment, rather than a
7	check, to condition such waiver and release on receipt
8	of funds rather than payment of a check; providing
9	construction; providing an effective date.
10	
11	Be It Enacted by the Legislature of the State of Florida:
12	
13	Section 1. Subsections (4), (5), (7), and (8) of section
14	713.20, Florida Statutes, are amended to read:
15	713.20 Waiver or release of liens
16	(4) When a lienor is required to execute a waiver or
17	release of lien in exchange for, or to induce payment of, a
18	progress payment, the waiver or release <u>must</u> may be in
19	substantially the following form:
20	
21	WAIVER AND RELEASE OF LIEN
22	UPON PROGRESS PAYMENT
23	
24	The undersigned lienor, in consideration of the sum of
25	\$, hereby waives and releases its lien and right to claim a
26	lien for labor, services, or materials furnished through
27	(insert date) to(insert the name of your customer)
28	on the job of $\ldots$ (insert the name of the owner) to the
29	following property:

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<pre>30 31(description of property) 32 33 This waiver and release does not cover any retention or labor, 34 services, or materials furnished after the date specified. 35 36 DATED on,(year)</pre>		595-03348-25 2025658c1
This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified. DATED on, (year) Solution (Lienor)	30	
This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified. DATED on,(year) Subtract of the specified o	31	(description of property)
<pre>services, or materials furnished after the date specified. services, or materials furnished after the date specified. DATED on,(year) The specified of the spe</pre>	32	
35 36 DATED on,(year) 37 By: 39 (5) When a lienor is required to execute a waiver or 40 release of lien in exchange for, or to induce payment of, the 41 final payment, the waiver and release <u>must may</u> be in 42 <del>cubstantially</del> the following form: 43 44 WAIVER AND RELEASE OF LIEN 45 UPON FINAL PAYMENT 46 47 The undersigned lienor, in consideration of the final 48 payment in the amount of \$, hereby waives and releases 49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:	33	This waiver and release does not cover any retention or labor,
36DATED on, (year)(Lienor)37By:3839(5) When a lienor is required to execute a waiver or4041final payment, the waiver and release <u>must may</u> be in4244WAIVER AND RELEASE OF LIEN4546474849494445464748494949404041424344454647484949404041424344444545464748494940414243444445454647484949404141424344444545464748494949494041414243444445454647484	34	services, or materials furnished after the date specified.
By: By: 37 37 37 38 39 (5) When a lienor is required to execute a waiver or release of lien in exchange for, or to induce payment of, the 41 41 42 42 44 44 44 45 44 46 47 47 48 49 49 40 40 41 41 42 42 43 44 44 45 46 47 48 49 49 40 40 41 41 42 42 43 44 44 45 46 47 46 47 48 49 40 40 41 41 42 42 43 44 44 45 46 47 46 47 48 49 40 41 41 42 43 44 44 45 46 47 46 47 48 49 40 41 41 41 42 42 43 44 44 44 45 46 47 46 47 48 49 40 40 41 41 41 41 42 42 43 44 44 44 45 45 46 47 46 47 48 49 40 40 41 41 41 41 41 41 41 42 42 42 43 44 44 44 44 44 44 44 45 46 47 47 48 48 49 40 40 41 41 41 41 41 41 41 41 42 42 43 44 44 44 44 45 46 47 47 48 49 40 40 40 41 41 41 41 42 42 43 44 44 44 44 44 44 44 45 46 47	35	
38 39 (5) When a lienor is required to execute a waiver or release of lien in exchange for, or to induce payment of, the final payment, the waiver and release <u>must may</u> be in substantially the following form: 43 44 WAIVER AND RELEASE OF LIEN 45 UPON FINAL PAYMENT 46 47 The undersigned lienor, in consideration of the final 48 payment in the amount of \$, hereby waives and releases 49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:	36	DATED on,(year)(Lienor)
(5) When a lienor is required to execute a waiver or release of lien in exchange for, or to induce payment of, the final payment, the waiver and release <u>must may</u> be in <del>substantially</del> the following form: WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT The undersigned lienor, in consideration of the final payment in the amount of \$, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to(insert the name of your customer) on the job of(insert the name of the owner) to the following described property:	37	By:
<pre>40 release of lien in exchange for, or to induce payment of, the 41 final payment, the waiver and release <u>must may</u> be in 42 substantially the following form: 43 44 WAIVER AND RELEASE OF LIEN 45 UPON FINAL PAYMENT 46 47 The undersigned lienor, in consideration of the final 48 payment in the amount of \$, hereby waives and releases 49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:</pre>	38	
<pre>41 final payment, the waiver and release <u>must may</u> be in 42 substantially the following form: 43 44 WAIVER AND RELEASE OF LIEN 45 UPON FINAL PAYMENT 46 47 The undersigned lienor, in consideration of the final 48 payment in the amount of \$, hereby waives and releases 49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:</pre>	39	(5) When a lienor is required to execute a waiver or
42 substantially the following form: 43 44 WAIVER AND RELEASE OF LIEN 45 UPON FINAL PAYMENT 46 47 The undersigned lienor, in consideration of the final 48 payment in the amount of \$, hereby waives and releases 49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:	40	release of lien in exchange for, or to induce payment of, the
43 44 WAIVER AND RELEASE OF LIEN 45 UPON FINAL PAYMENT 46 47 The undersigned lienor, in consideration of the final 48 payment in the amount of \$, hereby waives and releases 49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:	41	final payment, the waiver and release <u>must</u> may be in
WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT The undersigned lienor, in consideration of the final payment in the amount of \$, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to(insert the name of your customer) on the job of(insert the name of the owner) to the following described property:	42	substantially the following form:
45 46 47 48 49 49 49 49 49 49 49 49 49 49 49 49 49	43	
46 47 The undersigned lienor, in consideration of the final 48 payment in the amount of \$, hereby waives and releases 49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:	44	WAIVER AND RELEASE OF LIEN
The undersigned lienor, in consideration of the final payment in the amount of \$, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to(insert the name of your customer) on the job of(insert the name of the owner) to the following described property:	45	UPON FINAL PAYMENT
48 payment in the amount of \$, hereby waives and releases 49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:	46	
49 its lien and right to claim a lien for labor, services, or 50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:	47	The undersigned lienor, in consideration of the final
<pre>50 materials furnished to(insert the name of your customer) 51 on the job of(insert the name of the owner) to the 52 following described property:</pre>	48	payment in the amount of $\$$ , hereby waives and releases
51 on the job of (insert the name of the owner) to the 52 following described property:	49	its lien and right to claim a lien for labor, services, or
52 following described property:	50	materials furnished to(insert the name of your customer)
	51	on the job of(insert the name of the owner) to the
53	52	following described property:
	53	
54 (description of property)	54	(description of property)
55	55	
56 DATED on,(year)(Lienor)	56	
57 By:	57	By:
58	58	

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59	(7) A lienor who executes a lien waiver and release in
60	exchange for payment a check may condition the waiver and
61	release on <u>receipt of funds</u> <del>payment of the check</del> . However, in
62	the absence of a payment bond protecting the owner, the owner
63	may withhold from any payment to the contractor the amount of
64	any such unpaid <u>funds</u> <del>check</del> until any such condition is
65	satisfied.
66	(8) A lien waiver or lien release that is not substantially
67	similar to the forms in subsections (4) and (5) is enforceable
68	in accordance with the terms of the lien waiver or lien release $\underline{\textit{\prime}}$
69	provided the lien waiver form or lien release form does not
70	include additional terms beyond the forms in subsections (4) and
71	<u>(5)</u> .
72	Section 2. This act shall take effect July 1, 2025.

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