



CONSTRUCTION LIEN SPECIALISTS

ONGOING PROJECT INTAKE FORM

FOR MECHANICS LIEN ENFORCEMENT

The purpose of this intake form is to engage our company the process of protecting your rights to collect on your project through the legal device of a Mechanics Lien. By completing this document, you are authorizing our firm to change the card on file and begin the process of protecting your ability to collect payment.

Please understand that we are joining your project after the statutory window for filing the preliminary notice to secure your payment for the entire project has closed. We can file a twenty (20) day preliminary notice in California after the twenty (20) day period has passed, but your lien rights will only apply to work or materials furnished within the 20 days before you serve the notice and any time thereafter. Work done prior to that twenty (20) day window will not be covered and will potentially require additional payment to recover.

PRELIMINARY INFORMATION:

Company Performing Service Name:

Contact Individual Name:

Update Method:

Call

Email

DESCRIPTION OF WORKSITE:

Worksite Name:

Worksite Physical Address:

Type of Work Provided:

RELATIONSHIP & SCOPE OF WORK:

Who are you in Relation to the customer; are you:

General Contractor Sub-Contractor

Materials and or Supplier

Define the scope of labor or good to be delivered to the customer:

PARTIES TO BE NOTICED:

Party:	
Name:	
Phone:	
Email:	
Address:	

Party:	
Name:	
Phone:	
Email:	
Address:	

Party:	
Name:	
Phone:	
Email:	
Address:	

Party:	
Name:	
Phone:	
Email:	
Address:	

VALUE OF PROJECT:

Estimated Price of Labor, Services, Equipment or Materials Provided:

Amount Collected:

Amount Outstanding:

TIMING:

Day Work began on the project?

Day of preliminary notice sent?

Again, please remember that this agreement can only protect payment within the statutory window. For payment issues that fall outside the window of this agreement, issues that arise prior to the date of preliminary notice, we will potentially require additional payment to recover.

PAYMENT:

By signing your name below, you have chosen to engage our services to protect your ability to collect on the project you have undertaken, even though the initial filing deadline has passed. By signing, you have acknowledged our right to charge the card on file and have expressly authorized its use for this project. If the card failed for NSF you will be charged an additional \$30.00 on top of your bill at next payment. No refunds will be issued after the recission period. Should you have an expired card or deactivated card on file, you are proactively responsible for updating our files.

SUBMISSION:

Given the express need to file the preliminary notice to start protecting your project, our firm will act as quickly as possible to notice to the proper individuals and companies and provide proof of service by certified or registered mail by the United States Postal Service.

WHAT TO EXPECT:

The next step in the process:

- a. **Notice:** Once payment has been received, CLS will prepare the documents necessary to deliver notice to the individuals and companies who are both entitled and legally required to receive such notice. You will be notified of our successful sending of Notice when you or your company or, you as an individual, receives such effective Notice.
- b. **Timeline:** For a more robust description of the timeline please see a. Timeline.

Date Signed:

Client Signature

Printed Name

TIMELINE

FOR MECHANICS LIEN ENFORCEMENT

AGREEMENT:

Contractor offers, and Sub-Contractor agrees to provide services, materials, or equipment to a particular project site under a written agreement.

PROJECT INTAKE:

Contractor, Sub-Contractor or Materials Provider contacts our firm to secure their ability to collect payment. Firm is engaged, payment is made, agreement to enforce mechanics lien

WORK BEGINS:

Contractor, Sub-Contractor or Materials Provider begins providing service or materials.

PRELIMINARY NOTICE:

FIRST NOTICE REQUIREMENT: Within 20 days, so long as contractor is not in privity with property owner (not directly employed by property owner) Our Firm must serve notice by registered mail with receipt requested of Preliminary Notice of Right to File a Mechanics Lien.

DELINQUENT PAYMENT:

Either there is a failure to pay by owner to General and then General to Sub-Contractor for completed work, or if there is a milestone reached, depending on contract.

WORK IS FINISHED:

Work progresses, and Sub-Contractor prepares to finish up services or the use of materials and/or equipment.

NEGOTIATION & COMPROMISE

Our Firm works tirelessly to advise and negotiate with delinquent Part. To ensure payment without resorting to consequences.

EXERCISING REMEDIES IF PAYMENT FAILS:

SECOND NOTICE REQUIREMENT: We can file a Stop Work Notice within 90 days of the last day of work, or 30 days of a notice of completion filed by owner.

MECHANICS LIEN:

THIRD NOTICE: Mechanics lien Must be recorded within 90 days of leaving the project to the date.

ENFORCEMENT:

FOURTH NOTICE: Enforce Mechanics Liens rights by filing lawsuit in the Superior Court of California enforcing called an action to foreclose (another 90 days) from date of filing Mechanics Lien.

