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What is a release of lien form florida

Lien waivers can be tricky documents, and in Florida, the lien waiver rules are pretty unique. The importance of these documents cannot be stressed enough. Getting lien waivers right can be the difference between payment and non-payment. It is important to review the text of these documents carefully and fill them out correctly. Here are some common mistakes folks in Florida make when dealing with lien releases. For a deep dive on Florida lien waivers: [Florida Lien Waiver Forms & Guide – All You Need to Know!](#)

Getting Mixed Up About Which Form To Use/Florida is one of 12 states that have statutorily provided lien waiver forms, but the state doesn't require their use. And their laws on this are a real head-scratcher. Florida's lien waiver rules start off with heavy protection to contractors and suppliers by seemingly mandating the fair, simple statutory forms. Florida law says that "[c]ontractors shall not release, or attempt to release, different from the forms provided, the law states that the forms must only be a "substantially similar" to the form. This introduces a difficult question of figuring out what is and what is not "substantially" similar to the provided form. And then the law goes off the rails and provides that any of the lien release forms "not substantially similar" are "enforceable in accordance with the terms of the lien waiver or lien release." The law is literally saying opposite things. It is saying that forms should be substantially similar to the forms provided in the law, that contractors and suppliers cannot be forced to sign anything different, and that if something is different it is enforceable! So how does this all shake out? Create lien waivers in minutes for free. Send a signed waiver to your customer, or request a signature from vendors. There is a great article on Florida's confusing lien laws published in the Florida Bar Journal that addresses this. In Florida's Unwieldy But Effective Construction Lien Law, Leonard Kligen (clearly writing with the property owner's point of view in mind) says this about the contradiction: The lien law states that a lienor is not obligated to execute a lien waiver that is not in the statutory form, but this admission is circumvented by incorporating a more draconian form into a lienor's contract and making its execution a condition thereof. Among the common additions to the statutory lien waiver is language releasing all claims through a date certain, thereby eliminating a subcontractor's pending claims for additional work performed but not yet paid for. This is a changed order, for delays, or for disputed price partial payments. Section 713.20 gives credence to this practice by stating that the lien waiver that differs from the statutory form is enforceable according to its terms. Based on Kligen's interpretation, if a property owner or general contractor can wiggle a "draconian" provision into a Florida lien waiver, all they need to do is get the contractor to sign it, and the contractor is bound by the lien waiver law. The property owner is protected from being forced into another lien waiver form, from which their rights are taken away. The contractor is bound by the lien waiver law, but not by the work, etc. If I'm an attorney representing a contractor who signed away some rights in Florida, I'm firing off a bunch of arguments on this one. Which brings us to the common mistake: getting mixed up about which form to use. To the Florida contractors and suppliers, you have every right to only sign lien waivers the comply with the forms provided in the laws... nothing further.

| | |
|--|-------------------------------------|
| Recorded at the request of: NAME: _____ ADDRESS: _____ CITY/STATE/ZIP: _____ | |
| When Recorded Mail to Claimant at: NAME: _____ ADDRESS: _____ CITY/STATE/ZIP: _____ | Space above for recorder's use only |

PARTIAL RELEASE OF MECHANICS LIEN

(CA Civil Code § 8120-8130, 8400 et seq.)

THE UNDERSIGNED _____ *(give full name as it appears on the contractor's license; if applicable, or the records of the Secretary of State)* HEREBY PARTIALLY RELEASES AND DISCHARGES THE MECHANICS LIEN CLAIMED BY:

Name of Claimant: _____

Address: _____

against:

Name of Owner: _____

Address: _____

Affecting the property commonly known as:

Address: _____

Legal Description (if known): _____

Which lien was recorded on _____, 20____ at the Office of the County Recorder of _____ County, in Book _____ of the Official Records, Page _____, and/or as Instrument Number _____.

SAD LIEN CONTINUES IN FULL FORCE AND EFFECT AS TO THE REMAINING UNPAID BALANCE OF \$ _____.

Dated: _____

Signature of Claimant or Authorized Agent _____

Send a signed waiver to your customer, or request a signature from vendors. There is a gap article on Florida's confusing lien laws published in the Florida Bar Journal that addresses this. In Florida's Unwieldy But Effective Construction Lien Law, Leonard Klingens (clearly writing with the property owner's point of view in mind) says this about the contradiction: The lien law states that a lienor is not obligated to execute a lien waiver that is not in the statutory form, but this admonition is circumvented by incorporating a more draconian form into a lienor's contract and making its execution a condition thereof. Among the common additions to the statutory lien waiver is language releasing all claims through a date certain, thereby eliminating a subcontractor's pending claims for additional work performed but not yet formalized into a change order, for delays, or for disputed prior partial payments. Section 713.20 gives credence to this practice by stating that a lien waiver that differs from the statutory form is enforceable according to its terms. Based on Klingens' interpretation, if a property owner or general contractor can wiggle a "draconian" provision into a Florida lien waiver, it will be "too bad, too sad" for the subcontractor or supplier. I think Klingens has a good argument, but it's not a great argument. The bulk of the lien waiver laws in Florida are pretty explicit about protecting subcontractors and suppliers from being forced by their owners to give up their rights out of sequence with the work, etc. If I'm an attorney representing a contractor who signs away some rights in Florida, I bring off a bunch of common arguments on this one. It brings us to the common mistake: getting mixed up about which form to use. To the Florida contractors and suppliers, you have every right to only sign lien waivers the comply with the forms provided in the laws...nothing further. To the Florida owners and general contractors, be careful about over-reaching, because it could come back to bite you. The simple, certain, and mistake-free way to a clean and litigation-free lien waiver and release exchange in Florida is to just use the statutory form! Create lien waivers in minutes for free. Send a signed waiver to your customer, or request a signature from vendors. 2. Exchanging A \$0 Lien Waiver! is a bizarre, popular practice in Florida to exchange a \$0 lien waiver. We've heard about different versions of this, too, such as the "\$10 lien waiver." The reason behind this is always the same. The exchange process is so convoluted it's easier to just send \$0 or \$10 forms out as a "catch-all." This is a bad idea. While it's an idea that could technically work, under the right circumstances, it has a lot of opportunity to not work and be very expensive. In many cases, for example, using \$0 or \$10 will result in waiving nothing, because the \$10 or \$0 will also identify the value of the work being waived. In other cases, the \$0 or \$10 waiver may run directly afoul of the Florida statutes. For example, Florida Code §713.20 has a bunch of provisions that complicate the \$0/\$10 practice: From (2), "right to...lien may not be waived in advance..." A lien right may not be waived until the extent of work, or materials furnished, or amount paid has been determined; From (3), "Any person may at any time waive, release, or satisfy any part of his or her claim under this part, except to the extent the amount due labor, services, materials, equipment furnished..." The \$0/\$10 amount is advanced...A lien right may not be waived until the extent of work, or materials furnished, or amount paid has been determined. So, it's complicated than it seems. You'll have to get it right for yourself. Getting it wrong? Well, we're attorneys, so we know how to fix it. Legal efficacy for issuing a lien waiver to collect lien #73.

Not adding an exceptions section Many statutory waivers include an exceptions section for amounts that should not be waived. Unfortunately, Florida does not contain this incredibly useful section. For example, California's progress payment waiver forms explicitly include an exceptions section which reads: "This document does not affect any of the following: (1) Retentions, (2) Extras for which the claimant has not received payment, (3) Contract rights, including (A) a right based on rescission, abandonment or breach of contract, and (B) the right to recover compensation for work not compensated by the payment." By utilizing an exceptions section, businesses can avoid waiving more money or rights than intended. If negotiating the lien waiver form, be sure to stand firm on an "Exceptions" section. 4. Incorrect or absent "through date" This field is needed for "progress payment" waiver forms, and it's very important. By signing a lien waiver, a claimant waives claims for all work or materials provided up to this "through date." Be sure that the through date is correct; and that it matches the amount of money expected (see also the \$0/\$10 warning above). If there isn't a through date, then the lien waiver covers all work and materials furnished up to the date of signing the release. Leaving off this date can open up a claimant to giving up rights for beyond the payment they are about to receive. 5. Conditional language on payment of the check This means that simply adding conditional language won't affect the form's validity, and the conditional waiver will help secure lien rights in case the payment falls through. By adding the following language Florida lien waivers can be converted into conditional lien waivers: "pursuant to Construction Lien Law, Florida Code §713.20(7), this waiver and release is conditional and effective only on the lienor's receipt of payment from the financial institution with which the following check is drawn." Claimants should also include the check information such as the maker of the check, the amount, and the "check payable to" information.

Page No. _____
Date _____

SATISFACTION AND RELEASE OF LIE

STATE OF FLORIDA
COUNTY OF _____

I, _____
being the undersigned every public, personally appeared _____
and was then by me the Agent of Lie, _____
and _____, _____, _____, _____, _____
in the Official Records of _____ County, Month _____, _____
and the same was signed by _____ County Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, _____
in the presence of _____

NOTARY PUBLIC, the undersigned does hereby acknowledge said _____
and was then by me the Agent of Lie, _____, _____, _____, _____, _____
and _____, _____, _____, _____, _____, _____, _____, _____, _____, _____
in the Official Records of _____ County, Month _____, _____, _____
and the same was signed by _____ County Clerk.

Signature and Seal and Delivered this _____ day of _____, _____
(Name)

Agent for Lie _____
Agent for Lie _____
COUNTY OF _____
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
_____ at _____, _____, _____, _____, _____, _____, _____, _____, _____, _____
(Name)

My Office _____
My Title _____

P.S. 7-10-21 _____
Current as of February 6, 1980

<http://www.flcourts.gov/courtservices/>

It is saying that forms should be substantially similar to the forms provided in the law, then contractors and suppliers cannot be forced to sign anything different, and that if something is different it is enforceable! So how does this all shake out? Create lien waivers in minutes for free.

Send a signed waiver to your customer, or request a signature from vendors. There is a great article on Florida's confusing lien laws published in the Florida Bar Journal that addresses this. In Florida's Unwieldy But Effective Construction Lien Law, Leonard Klinging (clearly writing with the property owner's point of view in mind) says this about the contradiction: The lien law states that a lienor is not obligated to execute a lien waiver that is not in the statutory form, but this admonition is circumvented by incorporating a more draconian form into a lienor's contract and making its execution a condition thereof. Among the common additions to the statutory lien waiver is language releasing all claims through a date certain, thereby eliminating a subcontractor's pending claims for additional work performed but not yet formalized into a change order, for delays, or for disputed prior partial payments. Section 713.20 gives credence to this practice by stating that a lien waiver that differs from the statutory form is enforceable according to its terms. So what are we to do? The answer is simple: Don't sue. The same old, same old of the lien waiver laws in Florida are pretty explicit about protecting the contractors and suppliers from being forced into another waiver form, from waiving their lien rights out of sequence with the work, etc. If I'm an attorney representing a contractor who signed away some rights in Florida, I'm firing off a bunch of arguments on this one. Which brings us to the common mistake: getting mixed up about which form to use. To the Florida contractors and suppliers, you have every right to only sign lien waivers the comply with the forms provided in the laws...nothing further. To the Florida owners and general contractors, be careful about over-reaching, because it could come back to bite you. The simple, certain, and mistake-free way to a clean and litigation-free lien waiver and release exchange in Florida is to just use the statutory form! Create lien waivers in minutes for free. Send a signed waiver to your customer, or request a signature from vendors. 2. Exchanging A \$0 Lien Waiver! It's a bizarre, popular practice in Florida to exchange a \$0 lien waiver. We've heard about different versions of this, too, such as the "\$10 lien waiver." The reason behind this is always the same. The exchange process is so convoluted it's easier to just send \$0 or \$10 forms out as a "catch-all." This is a bad idea. While it's an idea that could technically work, under the right circumstances, it has a lot of opportunity to not work and be very expensive. In many cases, for example, using \$0 or \$10 will result in waiving nothing, because the \$10 or \$0 will also indicate the value of the work being waived. In other cases, the \$0 or \$10 may run directly afoul of the Florida statutes. For example, Florida Code §713.20 has a bunch of provisions that complicate the \$0/\$10 practice: From (2), "right to...lien may not be waived in whole or in part until payment in full has been received for this; From (3), "Any person may at any time waive, release, or satisfy any part of his or her lien under this part, either as to the amount due for labor, services, or materials furnished..." The \$0/\$10 amount can create ambiguity here, too! All in all, this is more complicated than it seems. You'll have to get it right for your work. Getting it right is hard. We recently explored this in question submitted through our "Ask An Expert" center. The question: Are there any legal ramifications for issuing a zero dollar lien waiver?3. Not adding an exceptions section Many statutory waivers include an exceptions section for amounts that should not be waived. Unfortunately, Florida's do not contain this incredibly useful section. For example, California's progress payment waiver forms explicitly include an exceptions section which reads: "This document does not affect any of the following: (1) Retentions, (2) Extras for which the claimant has not received payment, (3) Contract rights, including (A) a right based on rescission, abandonment or breach of contract, and (B) the right to recover compensation for work not compensated by the payment." By utilizing an exceptions section, businesses can avoid waiving more money or rights than intended. If negotiating the lien waiver form, be sure to stand firm on an "Exceptions" section. 4. Incorrect or absent "through date" This field is needed for "progress payment" waiver forms, and it's very important. By signing a lien waiver, a claimant waives claims for all work or materials provided up to this "through date." Be sure that the through date is correct, and that it matches the amount of money expected (see also the \$0/\$10 warning above). If there isn't a "through date," then the lien waiver covers work and materials furnished up to the date of signing the release. Leaving out this date can open up a claimant to giving up rights beyond the payment they are about to collect. Always remember that deferring to work them the payment covers, not the date of actual payment.5. Failure to add conditions regarding items that are not covered by the unconditional release Florida Code §713.20(7) of Florida's lien law states that "a lienor who executes a lien waiver and release in exchange for a check need not condition the waiver and release on payment of the check." This means that simply adding conditional language would not affect the form's validity, and the conditional waiver will help secure lien rights in case the payment falls through. By adding the following language Florida lien waivers can be converted into conditional lien waivers: "pursuant to Construction Lien Law, Florida Code §713.20(7), this waiver and release is conditional and effective only on the lienor's receipt of payment from the financial institution upon which the following check is drawn." Claimants should also include the check information such as the maker of the check, the amount, and the "check payable to" information. By incorporating the language above and including the necessary information, a waiver will be converted to conditional and will only be effective upon evidence of that payment has actually been received. Bottom Line Everyone wants to get paid what they've earned. Lien waivers are a valuable tool to ensure payment through leveraging mechanics lien rights.

However, providing one of these common mistakes on Florida lien waivers can result in invalidation, delayed payment; or even worse, loss of payment rights. Additional Resources Was this article helpful? Out of 1 people found this helpful Rules At A Glance Top Links Florida provides statutory lien waiver forms. While parties can agree to use an alternate form, no party can be forced to use a form that differs from the statutory form. Florida statutory lien waivers are not required to be notarized, and gain no practical benefits from notarization. Florida specifically prohibits waving lien rights in a contract prior to furnishing labor and/or materials, to the project. While lien agreements may not be

StateAlabamaAlaskaArizonaArkansasCaliforniaColoradoConnecticutDelawareFloridaGeorgiaHawaiiIdahoIllinoisIndianaIowaKansasKentuckyLouisianaMaineMarylandMassachusettsMichiganMinnesotaMississippiMissouriMontanaNebraskaNevadaNew HampshireNew JerseyNew MexicoNew YorkNorth CarolinaNorth DakotaOhioOklahomaOregonPennsylvaniaRhode IslandSouth CarolinaSouth DakotaTennesseeTexasUtahVermontVirginiaWashington DCWashingtonWest VirginiaWisconsinWyoming Choose Different Florida Title Preliminary NoticeMechanics LienBond ClaimLien WaiverPromt PaymentRetainageNotice of CommencementConstruction Contracts Skip down to FAQs Skip down to free forms Lien waivers are pretty complex documents. But they are also unassuming because of how frequently they get exchanged on construction jobs across the country, and in Florida. A lien waiver is basically a receipt that payment has been made for work or materials on a job. These documents are exchanged at the time of payment, and commonly attached to subcontractor pay applications or vendor invoices. There are different types of lien releases for different types of situations. And these documents have significant consequences for everyone on a job – as it connects directly to everyone's right to cash! Also, one pesky aspect of lien waivers is that the process of sending, requesting, tracking, and collecting lien waivers is an administrative pain that slows down the payment on a project. Knowing everything you can about lien waivers will allow you to make your process faster. And if your process is faster, your cash will move faster; and that's good news for everyone on the project!Florida lien law is a little bit different than state statute. Here are two things that are particularly unique to Florida's mechanics lien waiver laws.Statutory waiver forms are "required," unless the parties agree otherwiseGenerally speaking, a Florida lien waiver form must contain specific language and information. Yet, these are recommended forms, not necessarily required. The statutory forms are offered as a safe, mistake-free option for parties to use. However, if the parties agree beforehand to use an alternative lien waiver form, the waiver is still enforceable according to the terms of the waiver.This allows parties to be able to agree to their own terms concerning lien waivers. The only exception to this is that contractors and suppliers cannot be required to use a non-statutory form.

For a deep dive on Florida lien waivers: Florida Lien Waiver Forms & Guide -- All You Need to Know1. Getting Mixed Up About Which Form To UseFlorida is one of 12 states that have statutorily provided lien waiver forms, but the state doesn't require their use. And their laws on this are a real head-scratcher.Florida's lien waiver rules start off with heavy protection to contractors and suppliers by seemingly mandating the fair, simple statutory forms. Florida Code § 713.20(6) says, "A person may not require a [contractor] to furnish a lien waiver or release...different from the forms" provided. This is excellent!But wait, when providing the form language, the law states that the forms must only be "substantially the following form." This introduces a difficult question of figuring out what is and what is not "substantially" similar to the provided form.And then the law goes off the rails and provides that any of the lien release forms "not substantially similar" are "enforceable in accordance with the terms of the lien waiver or lien release."The law is literally saying opposite things. It is saying that forms should be substantially similar to the forms provided in the law, that contractors and suppliers cannot be forced to sign anything different, and that if something is different it is enforceable!So how does this all shake out? Create lien waivers in minutes for free. Send a signed waiver to your customer, or request a signature from vendors. There is a great article on Florida's confusing lien laws published in the Florida Bar Journal that addresses this. 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A \$0/\$10 amount can create ambiguity about this;From (3), "Any person may at any time waive, release, or satisfy any part of his or her lien under this part, either as to the amount due for labor, services, or materials furnished..." The \$0/\$10 amount can create ambiguity here, too.All in all, this is more complicated than it seems. You'll have to get it right for it to work. Getting it right is hard.We recently explored this in question submitted through our "Ask An Expert" center. The question: Are there any legal ramifications for issuing a zero dollar lien waiver?3. Not adding an exceptions sectionMany statutory waivers include an exceptions section for amounts that should not be waived. Unfortunately, Florida's do not contain this incredibly useful section. 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If there isn't a through date, then the lien waiver covers all work and materials furnished up to the date of signing the release. Leaving off this date can open up a claimant to giving up rights for beyond the payment they are about to collect. Always remember, the through date is referring to work that the payment covers, not the date of actual payment.5. Failure to add conditional languageThe forms provided by Florida statute, if left as-is, are unconditional waivers. However, §713.20(7) of Florida's lien statute states that "a lienor who executes a lien waiver and release in exchange for a check may condition the waiver and release on payment of the check." This means that simply adding conditional language won't affect the form's validity, and the conditional waiver will help secure lien rights in case the payment falls through. By adding the following language Florida lien waivers can be converted into conditional lien waivers:"pursuant to Construction Lien Law, Florida Code §713.20(7), this waiver and release is conditional and effective only on the lienor's receipt of payment from the financial institution on which the following check is drawn."Claimants should also include the check information such as the maker of the check, the amount, and the "check payable to" information. By incorporating the language above and including the necessary information, a waiver will be converted to conditional and will only be effective upon evidence of that payment has actually been received. Bottom LineEveryone wants to get paid what they've earned. Lien waivers are a valuable tool to ensure payment through leveraging mechanics lien rights. However, committing one of these common mistakes on Florida lien waivers can result in invalidation, delayed payment; or even worse, loss of payment rights.Additional ResourcesWas this article helpful?1 out of 1 people found this helpful Rules At A GlanceTop Links Florida provides statutory lien waiver forms. While parties can agree to use an alternate form, no party can be forced to use a form that differs from the statutory form. Florida statutory lien waivers are not required to be notarized, and gain no practical benefit from notarization. Florida specifically prohibits waiving lien rights in a contract prior to furnishing labor and/or materials, to the project. While lien rights may not be waived prior to furnishing labor or materials. However, waivers ARE allowed prior to payment. Choose Different StateAlabamaAlaskaArizonaArkansasCaliforniaColoradoConnecticutDelawareFloridaGeorgiaHawaiiIdahoIllinoisIndianaIowaKansasKentuckyLouisianaMaineMarylandMassachusettsMichiganMinnesotaMississippiMissouriMontanaNebraskaNevadaNew HampshireNew JerseyNew MexicoNew YorkNorth CarolinaNorth DakotaOhioOklahomaOregonPennsylvaniaRhode IslandSouth CarolinaSouth DakotaTennesseeTexasUtahVermontVirginiaWashington DCWashingtonWest VirginiaWisconsinWyoming Choose Different Florida TopicPreliminary NoticeMechanics LienBond ClaimLien WaiverPrompt PaymentRetainageNotice of CommencementConstruction Contracts Skip down to FAQs Skip down to free forms Lien waivers are pretty complex documents. But they are also unassuming because of how frequently they get exchanged on construction jobs across the country, and in Florida. A lien waiver is basically a receipt that payment has been made for work or materials on a job. These documents are exchanged at the time of payment, and commonly attached to subcontractor pay applications or vendor invoices.There are different types of lien releases for different types of situations. And these documents have significant consequences for everyone on a job — as it connects directly to everyone's right to cash! Also, one pesky aspect of lien waivers is that the process of sending, requesting, tracking, and collecting lien waivers is an administrative pain that slows down the payment on a project. Knowing everything you can about lien waivers will allow you to make your process faster. And if your process is faster, your cash will move faster; and that's good news for everyone on the project!Florida lien waiver lawsFlorida lien waivers (commonly called Lien Waiver and Releases in Florida) are regulated by state statute, and the specific rules and form requirements can be found under Fla. Stat. §713.20. Florida's approach to lien waivers is pretty unique, and because there are some tricky things about whether certain things are or are not required, it can lead to some confusion regarding your Florida mechanics lien rights. Here are two things that are particularly unique to Florida's mechanics lien waiver laws.Statutory waiver forms are "required," unless the parties agree otherwiseGenerally speaking, a Florida lien waiver form must contain specific language and information. Yet, these are recommended forms, not necessarily required. The statutory forms are offered as a safe, mistake-free option for parties to use. However, if the parties agree beforehand to use an alternative lien waiver form, the waiver is still enforceable according to the terms of the waiver.This allows parties to be able to agree to their own terms concerning lien waivers. The only exception to this is that contractors and suppliers cannot be required to use a non-statutory form. There must be mutual consent to use the alternate form. If using an alternate form, be wary of the inclusion of language that waives more contract and mechanics lien rights than originally anticipated. And be wary about the extent of the other party's "consent."Statutory lien waivers are all unconditional, unless conditional language is addedAs written, the lien waiver forms provided by the Florida statutes are unconditional, meaning valid and enforceable upon signing. If using one of these forms and payment hasn't already been made (i.e. deposited in your account), then you may want to execute a conditional waiver form. Florida law specifically allows claimants to add language which conditions the enforceability of the waiver upon payment. Which is always the safer bet.While all this may seem like an aggravation on first blush, the truth is that not having lien waiver rules is the real headache.How to fill out a lien waiver in Floridalf you're having trouble filling out these Florida statutory lien waiver forms, here are two guides to help you find the proper form, input the correct information, and convert them to conditional waivers if need be:Progress Payment Lien WaiversFinal Payment Lien WaiversWhether using the statutory forms or an alternate lien waiver form, mistakes can still be made. This is why it's so important to understand Florida's lien waiver requirements. This page contains lots of information, FAQs, guides, forms, and more, to help you become a master of the complex Florida lien waiver requirements.