



I am not a robot!

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 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. In Florida's Unwieldy But Effective Construction Lien Law, Leonard Klingen (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 Klingen's 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 Klingen 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 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 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 be waived only to the extent of labor, services, or materials furnished." 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 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 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 language The 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 may not be waived 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.

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 Klingen (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 Klingen's 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 Klingen 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 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 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 be waived only to the extent of labor, services, or materials furnished." 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 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 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 language The 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 may not be waived 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.

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 Klingen (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 Klingen's 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 Klingen 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 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 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 be waived only to the extent of labor, services, or materials furnished." 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 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 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 language The 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 may not be waived 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.

NOTICE IS HEREBY GIVEN: That _____ as claimant claims a lien for labor, service, equipment, or materials under Section 8000 et seq. of the Civil Code of the State of California, upon the property described below, and upon every estate or interest in the property described, and upon all rights and premises held by any party holding any estate therefrom.

Said labor, service, equipment, or materials were furnished for the construction of those certain buildings, structures, or improvements, now upon the certain parcel of land situated in the County of _____, State of California, said land described as follows:

STREET ADDRESS:
LEGAL DESCRIPTION:
Amount due after deducting all just credits and offsets: \$_____
The name of the person or company by whom claimant was employed or to whom claimant furnished labor, services, equipment, or materials: _____
That _____ is the reputed owner(s) of said building and/or premises, or some interest therein.
DATED: _____ Name of Claimant: _____ By: _____ (Print Name) _____ (Signature)

VERIFICATION:
I, the undersigned, certify that I am informed and believe the facts herein to be true, and, on that ground, do hereby declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on _____, in the City of _____, State of _____.

(No Affix)

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. In Florida's Unwieldy But Effective Construction Lien Law, Leonard Kling (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 Kling's 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 Kling 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 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 in the form 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. Exchanging a \$0 lien waiver is the same. 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 \$0 or \$10 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(7) has a bunch of provisions that complicate the \$0/\$10 practice: From (2), "right to...lien may not be waived only to the extent of 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 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 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 language The 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 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, committing 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? 1 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 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.

State Alabama Alaska Arizona Arkansas California Colorado Connecticut Delaware Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington DC Washington West Virginia Wisconsin Wyoming Choose Different Florida Topic Preliminary Notice Mechanics Lien Bond Claim Lien Waiver Prompt Payment Retainage Notice of Commencement Construction Contracts Skip down to FAQs Skip down to free forms Lien waivers are pretty complex documents. However, 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.

CONDITIONAL 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 of lien for labor, services, or materials furnished _____, on the job of _____, to the following described property: _____

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified. Further, 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:

Maker of Check: _____

Amount of Check: _____

Check Payable to: _____

Date: _____ / _____ / 20____

Lienor Signature: _____

Lienor: _____

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 Kling (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 Kling's 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 Kling 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 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 in the form provided in the laws...nothing further.

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 \$0 or \$10 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(7) has a bunch of provisions that complicate the \$0/\$10 practice: From (2), "right to...lien may not be waived only to the extent of 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 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 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 language The 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 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, committing 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? 1 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 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.

WAIVER AND RELEASE OF LIEN 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 of lien for labor, services or materials to _____ on the job of _____, to the following described property: _____

This lien waiver is contingent upon the receipt of a check in the amount of _____ and upon clearance of the aforementioned.

Dated: _____

Lienor's Name: _____

Address: _____

By: _____

Printed Name: _____

The foregoing instrument was acknowledged before me this _____ of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the 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" similar to the provided form. 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 Klingen (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 the 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 disputes prior to partial payment. 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 Klingen's 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 Klingen has a good argument, but it's not a great argument. The bulk of the lien waiver forms in Florida are pretty explicit about whether the contractors and suppliers from being forced to either sign from giving their lien rights out of existence with the work, etc. I am an attorney representing contractors who signed away some rights in Florida. I'm firing off a bunch of emails to them that say, "Which brings us to the question: Under general contract, are you entitled to a clean and litigation-free lien waiver and release exchange in Florida? Is it just use the statutory form?" To the Florida owner or general contractor, he might say, "I'm not going to do that." Because it could come back to bite you. The point is, 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 \$0 or \$10 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 be waived only to the extent of labor, services, or materials furnished." 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. 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 that "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 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 StateAlabamaAlaskaArizonaArkansasCaliforniaColoradoConnecticutDelawareFloridaGeorgiaHawaiiIdahoIllinoisIndianaIowaKansasKentuckyLouisianaMaineMarylandMassachusettsMichiganMinnesotaMississippiMissouriMontanaNevadaNew HampshireNew JerseyNew YorkNorth CarolinaNorth DakotaOhioOklahomaOregonPennsylvaniaRhode IslandSouth CarolinaSouth DakotaTennesseeTexasUtahVermontVirginiaWashingtonWest 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 otherwise. Generally 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 added. As 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 at first blush, the truth is that not having lien waiver rules is the real headache. How to fill out a lien waiver in FloridaIf 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 form 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.