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LEGISLATIVE ACTION

Senate

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House

Senator Perry moved the following:

Senate Amendment (with directory and title amendments)

Delete lines 185 - 758

and insert:

(b) When a person is required to execute a waiver of his or her right to make a claim against the payment bond in exchange for, or to induce payment of, a progress payment, the waiver must ~~may~~ be in substantially the following form:

WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND



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(PROGRESS PAYMENT)

The undersigned, in consideration of the sum of \$...., hereby waives its right to claim against the payment bond for labor, services, or materials furnished through ...(insert date)... to ...(insert the name of your customer)... on the job of ...(insert the name of the owner)..., for improvements to the following described project:

(description of project)

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

DATED ON,

...(Claimant)...

By:.....

(c) When a person is required to execute a waiver of his or her right to make a claim against the payment bond, in exchange for, or to induce payment of, the final payment, the waiver must ~~may~~ be in substantially the following form:

WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of \$...., hereby waives its right to claim against



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the payment bond for labor, services, or materials furnished to
...(insert the name of your customer)... on the job of
...(insert the name of the owner)..., for improvements to the
following described project:

(description of project)

DATED ON,

...(Claimant)...

By:.....

(d) A person may not require a claimant to provide ~~furnish~~
a waiver that is different from the forms in paragraphs (b) and
(c).

~~(f) A waiver that is not substantially similar to the forms
in this subsection is enforceable in accordance with its terms.~~

(12) Unless otherwise provided in this section, service of
any document must be made in accordance with s. 713.18.

Section 2. Paragraph (c) of subsection (1) of section
337.18, Florida Statutes, is amended, and subsection (6) is
added to that section, to read:

337.18 Surety bonds for construction or maintenance
contracts; requirement with respect to contract award; bond
requirements; defaults; damage assessments.—

(1)

(c) A claimant, except a laborer, who is not in privity
with the contractor shall, before commencing or not later than
90 days after commencing to furnish labor, materials, or
supplies for the prosecution of the work, furnish the contractor



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with a notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his or her labor, materials, or supplies shall deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. An action by a claimant, except a laborer, who is not in privity with the contractor for the labor, materials, or supplies may not be instituted against the contractor or the surety unless both notices have been given. Written notices required or permitted under this section must may be served in accordance with any manner provided in s. 713.18, and provisions for the waiver of a claim or a right to claim against a payment bond contained in s. 713.235 apply to all contracts under this section.

(6) Unless otherwise provided in this section, service of any document must be made in accordance with s. 713.18.

Section 3. Subsections (4) and (8) of section 713.01, Florida Statutes, are amended to read:

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

(4) "Clerk's office" means the office of the clerk of the circuit court of the county, or another office serving as the



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99 county recorder as provided by law, in which the real property
100 is located.

101 (8) "Contractor" means a person other than a materialman or
102 laborer who enters into a contract with the owner of real
103 property for improving it, or who takes over from a contractor
104 as so defined the entire remaining work under such contract. The
105 term "contractor" includes an architect, landscape architect, or
106 engineer who improves real property pursuant to a design-build
107 contract authorized by s. 489.103(16). The term also includes a
108 licensed general contractor or building contractor, as those
109 terms are defined in s. 489.105(3)(a) and (b), respectively, who
110 provides construction management services, which include
111 responsibility for scheduling and coordination in both
112 preconstruction and construction phases and for the successful,
113 timely, and economical completion of the construction project,
114 or who provides program management services, which include
115 responsibility for schedule control, cost control, and
116 coordination in providing or procuring planning, design, and
117 construction.

118 Section 4. Section 713.09, Florida Statutes, is amended to
119 read:

120 713.09 Single claim of lien.—A lienor may ~~is required to~~
121 record only one claim of lien covering his or her entire demand
122 against the real property when the amount demanded is for labor
123 or services or material furnished for more than one improvement
124 under the same direct contract or multiple direct contracts. The
125 single claim of lien is sufficient even though the improvement
126 is for one or more improvements located on separate lots,
127 parcels, or tracts of land. If materials to be used on one or



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more improvements on separate lots, parcels, or tracts of land ~~under one direct contract~~ are delivered by a lienor to a place designated by the person with whom the materialman contracted, other than the site of the improvement, the delivery to the place designated is prima facie evidence of delivery to the site of the improvement and incorporation in the improvement. The single claim of lien may be limited to a part of multiple lots, parcels, or tracts of land and their improvements or may cover all of the lots, parcels, or tracts of land and improvements. If a ~~In each~~ claim of lien under this section is for multiple direct contracts, the owner under the direct contracts ~~contract~~ must be the same person for all lots, parcels, or tracts of land against which a single claim of lien is recorded.

Section 5. Paragraph (b) of subsection (2) of section 713.10, Florida Statutes, is amended, and subsection (4) is added to that section, to read:

713.10 Extent of liens.—

(2)

(b) The interest of the lessor is not subject to liens for improvements made by the lessee when:

1. The lease, or a short form or a memorandum of the lease that contains the specific language in the lease prohibiting such liability, is recorded in the official records of the county where the premises are located before the recording of a notice of commencement for improvements to the premises and the terms of the lease expressly prohibit such liability; or

2. The terms of the lease expressly prohibit such liability, and a notice advising that leases for the rental of premises on a parcel of land prohibit such liability has been



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recorded in the official records of the county in which the parcel of land is located before the recording of a notice of commencement for improvements to the premises, and the notice includes the following:

- a. The name of the lessor.
- b. The legal description of the parcel of land to which the notice applies.
- c. The specific language contained in the various leases prohibiting such liability.
- d. A statement that all or a majority of the leases entered into for premises on the parcel of land expressly prohibit such liability.

~~3. The lessee is a mobile home owner who is leasing a mobile home lot in a mobile home park from the lessor.~~

A notice that is consistent with subparagraph 2. effectively prohibits liens for improvements made by a lessee even if other leases for premises on the parcel do not expressly prohibit liens or if provisions of each lease restricting the application of liens are not identical.

(4) The interest of the lessor is not subject to liens for improvements made by the lessee when the lessee is a mobile home owner who is leasing a mobile home lot in a mobile home park from the lessor.

Section 6. Paragraphs (a), (c), and (d) of subsection (1) of section 713.13, Florida Statutes, are amended to read:

713.13 Notice of commencement.—

(1)(a) Except for an improvement that is exempt under ~~pursuant to~~ s. 713.02(5), an owner or the owner's authorized



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agent before actually commencing to improve any real property, or recommencing completion of any improvement after default or abandonment, whether or not a project has a payment bond complying with s. 713.23, shall record a notice of commencement in the clerk's office and forthwith post either a certified copy thereof or a notarized statement that the notice of commencement has been filed for recording along with a copy thereof. The notice of commencement shall contain the following information:

1. A description sufficient for identification of the real property to be improved. The description should include the legal description of the property and also should include the street address and tax folio number of the property if available or, if there is no street address available, such additional information as will describe the physical location of the real property to be improved.

2. A general description of the improvement.

3. The name and address of the owner, the owner's interest in the site of the improvement, and the name and address of the fee simple titleholder, if other than such owner.

4. The name and address of the lessee, if the A lessee who
contracts for the improvements as is an owner as defined in s.
713.01 ~~under s. 713.01(23) and must be listed as the owner~~
~~together with a statement that the ownership interest is a~~
~~leasehold interest.~~

5.4. The name and address of the contractor.

6.5. The name and address of the surety on the payment bond under s. 713.23, if any, and the amount of such bond.

7.6. The name and address of any person making a loan for the construction of the improvements.



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~~8.7.~~ The name and address within the state of a person other than himself or herself who may be designated by the owner as the person upon whom notices or other documents may be served under this part; and service upon the person so designated constitutes service upon the owner.

(c) If the contract between the owner and a contractor named in the notice of commencement expresses a period of time for completion for the construction of the improvement greater than 1 year, the notice of commencement must state that it is effective for a period of 1 year plus any additional period of time. Any payments made by the owner after the expiration of the notice of commencement are considered improper payments.

(d) A notice of commencement must be in substantially the following form:

Permit No..... Tax Folio No.....

NOTICE OF COMMENCEMENT

State of....

County of....

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

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

2. General description of improvement:.....

3.a. Owner: ...name and address....

b. Owner's phone number:..... ~~Owner information or Lessee~~



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~~information if the Lessee contracted for the improvement:~~

~~a. Name and address:.....~~

~~c.b. Interest in property:.....~~

~~d.e. Name and address of fee simple titleholder (if
different from Owner listed above):.....~~

4.a. Lessee, if the lessee contracted for the improvement:
...(name and address)....

b. Lessee's phone number:.....

5.a. Contractor: ...(name and address)....

b. Contractor's phone number:.....

6.5. Surety (if applicable, a copy of the payment bond is
attached):

a. Name and address:.....

b. Phone number:.....

c. Amount of bond: \$.....

7.a.6.a. Lender: ...(name and address)....

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

8.7. Persons within the State of Florida designated by
Owner upon whom notices or other documents may be served as
provided by Section 713.13(1)(a)8. 713.13(1)(a)7., Florida
Statutes:

a. Name and address:.....

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

9.a.8.a. In addition to himself or herself, Owner
designates of to receive a copy of the
Lienor's Notice as provided in Section 713.13(1)(b), Florida
Statutes.

b. Phone number of person or entity designated by
owner:.....



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10.9. Expiration date of notice of commencement (the expiration date will be 1 year after ~~from~~ the date of recording unless a different date is specified).....

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

...(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)...

...(Signatory's Title/Office)...

The foregoing instrument was acknowledged before me by means of ☐ physical presence or acknowledged before me by means of ☐ online notarization, this day of, ...(year)...., by ...(name of person)... as ...(type of authority,...e.g. officer, trustee, attorney in fact)... for ...(name of party on behalf of whom instrument was executed)....

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

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



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Personally Known OR Produced Identification

Type of Identification Produced.....

Section 7. Subsections (1), (3), and (4) of section
713.132, Florida Statutes, are amended to read:

713.132 Notice of termination.—

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

(a) The same information as the notice of commencement;

(b) The official records' ~~recording office document book~~
~~and page~~ reference numbers and recording date affixed by the
recording office on ~~of~~ the recorded notice of commencement;

(c) A statement of the date as of which the notice of
commencement is terminated, which date may not be earlier than
30 days after the notice of termination is recorded;

(d) A statement specifying that the notice applies to all
the real property subject to the notice of commencement or
specifying the portion of such real property to which it
applies;

(e) A statement that all lienors have been paid in full;
and

(f) A statement that the owner has, before recording the
notice of termination, served a copy of the notice of
termination ~~on the contractor and~~ on each lienor who has a
direct contract with the owner or who has timely served a notice
to owner, and a statement that the owner will serve a copy of



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the notice of termination on each lienor who timely serves a notice to owner after the notice of termination has been recorded. The owner is not required to serve a copy of the notice of termination on any lienor who has executed a waiver and release of lien upon final payment in accordance with s. 713.20.

(3) An owner may ~~not~~ record a notice of termination at any time after ~~except after completion of construction, or after construction ceases before completion and all lienors have been paid in full or pro rata in accordance with s. 713.06(4).~~

(4) If an owner or a contractor, by fraud or collusion, knowingly makes any fraudulent statement or affidavit in a notice of termination or any accompanying affidavit, the owner and the contractor, or either of them, ~~as the case may be,~~ is liable to any lienor who suffers damages as a result of the filing of the fraudulent notice of termination,⁷ and any such lienor has a right of action for damages ~~occasioned thereby.~~

(5)~~(4)~~ A notice of termination must be served before recording on each lienor who has a direct contract with the owner and on each lienor who has timely and properly served a notice to owner in accordance with this part before the recording of the notice of termination. A notice of termination must be recorded in the official records of the county in which the improvement is located. If properly served before recording in accordance with this subsection, the notice of termination terminates the period of effectiveness of the notice of commencement 30 days after the notice of termination is recorded in the official records ~~is effective to terminate the notice of commencement at the later of 30 days after recording of the~~



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~~notice of termination or a later the date stated in the notice~~
~~of termination as the date on which the notice of commencement~~
~~is terminated. However, if a lienor who began work under the~~
~~notice of commencement before its termination lacks a direct~~
~~contract with the owner and timely serves his or her notice to~~
~~owner after the notice of termination has been recorded, the~~
~~owner must serve a copy of the notice of termination upon such~~
~~lienor, and the termination of the notice of commencement as to~~
~~that lienor is effective 30 days after service of the notice of~~
~~termination if the notice of termination has been served~~
~~pursuant to paragraph (1) (f) on the contractor and on each~~
~~lienor who has a direct contract with the owner or who has~~
~~served a notice to owner.~~

Section 8. Section 713.18, Florida Statutes, is amended to
read:

713.18 Manner of serving documents ~~notices and other~~
~~instruments.~~

(1) Unless otherwise specifically provided by law, service
of any document ~~notices, claims of lien, affidavits,~~
~~assignments, and other instruments~~ permitted or required under
this part, s. 255.05, or s. 337.18, or copies thereof when so
permitted or required, ~~unless otherwise specifically provided in~~
~~this part,~~ must be made by one of the following methods:

(a) By hand ~~actual~~ delivery to the person to be served; if
a partnership, to one of the partners; if a corporation, to an
officer, director, managing agent, or business agent; or, if a
limited liability company, to a member or manager.

(b) By common carrier delivery service or by registered,
Global Express Guaranteed, or certified mail to the person to be



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served, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) By posting on the site of the improvement if service as provided by paragraph (a) or paragraph (b) cannot be accomplished.

(2) Notwithstanding subsection (1), service of a notice to owner or a preliminary notice to contractor under this part, s. 255.05, or s. 337.18,~~or s. 713.23~~ is effective as of the date of mailing and the requirements for service under this section have been satisfied if:

(a) The notice is mailed by registered, Global Express Guaranteed, or certified mail, with postage prepaid, to the person to be served and addressed as prescribed ~~at any of the addresses set forth~~ in subsection (3);

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

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

2. The person who served the notice maintains ~~electronic~~ tracking records approved or generated by the United States Postal Service containing the postal tracking number, ~~the name and address of the person served,~~ and verification of the date of receipt by the United States Postal Service.

(3) (a) Notwithstanding subsection (1), service of a document under ~~an instrument pursuant to~~ this section is



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effective on the date of mailing or shipping, and the
requirements for service under this section have been satisfied,
~~the instrument if it:~~

1. The document is sent to the last address shown in the
notice of commencement or any amendment thereto or, in the
absence of a notice of commencement, to the last address shown
in the building permit application, or to the last known address
of the person to be served. ~~and~~

2. The document is returned as being "refused," "moved, not
forwardable," or "unclaimed," or is otherwise not delivered or
deliverable through no fault of the person serving the document
~~item~~.

(b) If the address shown in the notice of commencement or
any amendment thereto ~~to the notice of commencement, or, in the~~
~~absence of a notice of commencement, in the building permit~~
~~application,~~ is incomplete for purposes of mailing or delivery,
the person serving the document ~~item~~ may complete the address
and properly format it according to United States Postal Service
addressing standards using information obtained from the
property appraiser or another public record without affecting
the validity of service under this section.

(4) A document ~~notice~~ served by a lienor on one owner or
one partner of a partnership owning the real property is deemed
served on ~~notice to~~ all owners and partners.

Section 9. Subsections (4), (5), (6), and (8) of section
713.20, Florida Statutes, are amended to read:

713.20 Waiver or release of liens.—

(4) When a lienor is required to execute a waiver or
release of lien in exchange for, or to induce payment of, a



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progress payment, the waiver or release must ~~may~~ be in
substantially the following form:

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of
\$...., hereby waives and releases its lien and right to claim a
lien for labor, services, or materials furnished through
...(insert date)... to ...(insert the name of your customer)...
on the job of ...(insert the name of the owner)... to the
following property:

...(description of property)...

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

DATED on, ...(year)....

...(Lienor)...

By:

(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 must ~~may~~ be in
substantially the following form:

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT



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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:

...(description of property)...

DATED on, ...(year)....

...(Lienor)...

By:

(6) A person may not require a lienor to provide ~~furnish~~ a lien waiver or release of lien that is different from the forms in subsection (4) or subsection (5).

~~(8) A lien waiver or lien release that is not substantially similar to the forms in subsections (4) and (5) is enforceable in accordance with the terms of the lien waiver or lien release.~~

Section 10. Section 713.21, Florida Statutes, is amended to read:

713.21 Discharge of lien.—A lien properly perfected under this chapter may be discharged, or released in whole or in part, by any of the following methods:

(1) By entering satisfaction of the lien upon the margin of the record thereof in the clerk's office when not otherwise prohibited by law. This satisfaction shall be signed by the lienor, the lienor's agent or attorney and attested by said clerk. Any person who executes a claim of lien has ~~shall have~~ authority to execute a satisfaction in the absence of actual



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notice of lack of authority to any person relying on the same.

(2) By the satisfaction or release of the lienor, duly acknowledged and recorded in the clerk's office. The satisfaction or release must include the lienor's notarized signature and set forth the official records' reference numbers and recording date affixed by the recording office on the subject lien. Any person who executes a claim of lien has ~~shall~~ ~~have~~ authority to execute a satisfaction or release in the absence of actual notice of lack of authority to any person relying on the same.

(3) By failure to begin an action to enforce the lien within the time prescribed in this part.

(4) By an order of the circuit court of the county where the property is located, as provided in this subsection. Upon filing a complaint therefor by any interested party the clerk shall issue a summons to the lienor to show cause within 20 days why his or her lien should not be enforced by action or vacated and canceled of record. Upon failure of the lienor to show cause why his or her lien should not be enforced or the lienor's failure to commence such action before the return date of the summons the court shall forthwith order cancellation of the lien.

(5) By recording in the clerk's office the original or a certified copy of a judgment or decree of a court of competent jurisdiction showing a final determination of the action.

Section 11. Paragraph (d) of subsection (1) of section 713.23, Florida Statutes, is amended to read:

713.23 Payment bond.—

(1)



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(d) In addition, a lienor who has not received payment for furnishing his or her labor, services, or materials must, as a condition precedent to recovery under the bond, serve a written notice of nonpayment on ~~to~~ the contractor and a copy of the notice on the surety. The notice must be under oath and served during the progress of the work or thereafter, but may not be served later than 90 days after the final furnishing of labor, services, or materials by the lienor, or, with respect to rental equipment, later than 90 days after the date the rental equipment was on the job site and available for use. A notice of nonpayment that includes sums for retainage must specify the portion of the amount claimed for retainage. The required notice satisfies this condition precedent with respect to the payment described in the notice of nonpayment, including unpaid finance charges due under the lienor's contract, and with respect to any other payments which become due to the lienor after the date of the notice of nonpayment. The time period for serving a notice of nonpayment is ~~shall be~~ measured from the last day of furnishing labor, services, or materials by the lienor and may not be measured by other standards, such as the issuance of a certificate of occupancy or the issuance of a certificate of substantial completion. The failure of a lienor to receive retainage sums not in excess of 10 percent of the value of labor, services, or materials furnished by the lienor is not considered a nonpayment requiring the service of the notice provided under this paragraph. If the payment bond is not recorded before commencement of construction, the time period for the lienor to serve a notice of nonpayment may at the option of the lienor be calculated from the date specified in this



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section or the date the lienor is served a copy of the bond. However, the limitation period for commencement of an action on the payment bond as established in paragraph (e) may not be expanded. The negligent inclusion or omission of any information in the notice of nonpayment that has not prejudiced the contractor or surety does not constitute a default that operates to defeat an otherwise valid bond claim. A lienor who serves a fraudulent notice of nonpayment forfeits his or her rights under the bond. A notice of nonpayment is fraudulent if the lienor has willfully exaggerated the amount unpaid, willfully included a claim for work not performed or materials not furnished for the subject improvement, or prepared the notice with such willful and gross negligence as to amount to a willful exaggeration. However, a minor mistake or error in a notice of nonpayment, or a good faith dispute as to the amount unpaid, does not constitute a willful exaggeration that operates to defeat an otherwise valid claim against the bond. The service of a fraudulent notice of nonpayment is a complete defense to the lienor's claim against the bond. The notice under this paragraph must include the following information, current as of the date of the notice, and must be in substantially the following form:

NOTICE OF NONPAYMENT

To ...(name of contractor and address)...

...(name of surety and address)...

The undersigned lienor notifies you that:



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1. The lienor has furnished ...(describe labor, services, or materials)... for the improvement of the real property identified as ...(property description).... The corresponding amount unpaid to date is \$...., of which \$.... is unpaid retainage.

2. The lienor has been paid to date the amount of \$.... for previously furnishing ...(describe labor, services, or materials)... for this improvement.

3. The lienor expects to furnish ...(describe labor, services, or materials)... for this improvement in the future (if known), and the corresponding amount expected to become due is \$.... (if known).

I declare that I have read the foregoing Notice of Nonpayment and that the facts stated in it are true to the best of my knowledge and belief.

DATED on,

...(signature and address of lienor)...

STATE OF FLORIDA
COUNTY OF.....

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or sworn to (or affirmed) by ☐ online notarization, this day of, ... (year) ..., by ... (name of signatory)

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



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

Personally Known OR Produced Identification

Type of Identification Produced

Section 12. Section 713.235, Florida Statutes, is amended
to read:

713.235 Waivers of right to claim against payment bond;
forms.—

(1) When a person is required to execute a waiver of his or
her right to make a claim against a payment bond provided under
~~pursuant to~~ s. 713.23 or s. 713.245, in exchange for, or to
induce payment of, a progress payment, the waiver must ~~may~~ be in
substantially the following form:

WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)

The undersigned, in consideration of the sum of \$....
hereby waives its right to claim against the payment bond for
labor, services, or materials furnished through ...(insert
date)...., to ...(insert the name of your customer)... on the job
of ...(insert the name of the owner)...., for improvements to the
following described project:

(description of project)



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

DATED on

...(Lienor)...

By:.....

(2) When a person is required to execute a waiver of his or
her right to make a claim against a payment bond provided under
~~pursuant to~~ s. 713.23 or s. 713.245, in exchange for, or to
induce payment of, the final payment, the waiver must ~~may~~ be in
substantially the following form:

WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)

The undersigned, in consideration of the final payment in
the amount of \$...., hereby waives its right to claim against
the payment bond for labor, services, or materials furnished to
...(insert the name of your customer)... on the job of
...(insert the name of the owner)...., for improvements to the
following described project:

(description of project)

DATED on

...(Lienor)...

By:.....

(3) A person may not require a claimant to provide ~~furnish~~



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a waiver that is different from the forms in subsections (1) and (2).

(4) A person who executes a waiver in exchange for a check may condition the waiver on payment of the check.

~~(5) A waiver that is not substantially similar to the forms in this section is enforceable in accordance with its terms.~~

===== D I R E C T O R Y C L A U S E A M E N D M E N T =====

And the directory clause is amended as follows:

Delete line 48

and insert:

Section 1. Paragraphs (a) through (d) and (f) of subsection (2)

===== T I T L E A M E N D M E N T =====

And the title is amended as follows:

Delete lines 6 - 41

and insert:

requiring that specified waivers be in a certain form;
requiring that service of documents be made in a
specified manner; amending s. 337.18, F.S.; providing
that certain waivers apply to certain contracts;
requiring that service of documents be made in a
specified manner; amending s. 713.01, F.S.; revising
definitions; amending s. 713.09, F.S.; authorizing a
lienor to record one claim of lien for multiple direct
contracts; amending s. 713.10, F.S.; revising the
extent of certain liens; amending s. 713.13, F.S.;
revising information to be included in a notice of



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commencement; revising the process for notarizing a
notice of commencement; amending s. 713.132, F.S.;
revising requirements for a notice of termination;
amending s. 713.18, F.S.; requiring that service of
documents relating to construction bonds be made in a
specified manner; requiring that specified waivers and
releases be in a certain form; making technical
changes; amending s. 713.20, F.S.; requiring specified
waivers or releases be in a certain form; amending s.
713.21, F.S.; authorizing the full or partial release
of a lien under specified conditions; amending s.
713.23, F.S.; requiring that a copy of a notice of
nonpayment be served on the surety; revising the
process for notarizing a notice of nonpayment under a
payment bond; amending s. 713.235, F.S.; requiring
that specified waivers be in a certain form;