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LEGISLATIVE ACTION

Senate

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House

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Floor: 1/AD/2R

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04/21/2021 10:48 AM

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

45

46 (description of project)

47

48 DATED ON,

49 ... (Claimant)...

50 By:.....

51

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

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

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

59 Section 2. Paragraph (c) of subsection (1) of section
60 337.18, Florida Statutes, is amended, and subsection (6) is
61 added to that section, to read:

62 337.18 Surety bonds for construction or maintenance
63 contracts; requirement with respect to contract award; bond
64 requirements; defaults; damage assessments.-

65 (1)

66 (c) A claimant, except a laborer, who is not in privity
67 with the contractor shall, before commencing or not later than
68 90 days after commencing to furnish labor, materials, or
69 supplies for the prosecution of the work, furnish the contractor



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

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

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

96 713.01 Definitions.—As used in this part, the term:

97 (4) "Clerk's office" means the office of the clerk of the
98 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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128 more improvements on separate lots, parcels, or tracts of land
129 ~~under one direct contract~~ are delivered by a lienor to a place
130 designated by the person with whom the materialman contracted,
131 other than the site of the improvement, the delivery to the
132 place designated is prima facie evidence of delivery to the site
133 of the improvement and incorporation in the improvement. The
134 single claim of lien may be limited to a part of multiple lots,
135 parcels, or tracts of land and their improvements or may cover
136 all of the lots, parcels, or tracts of land and improvements. If
137 a ~~In each~~ claim of lien under this section is for multiple
138 direct contracts, the owner under the direct contracts ~~contract~~
139 must be the same person for all lots, parcels, or tracts of land
140 against which a single claim of lien is recorded.

141 Section 5. Paragraph (b) of subsection (2) of section
142 713.10, Florida Statutes, is amended, and subsection (4) is
143 added to that section, to read:

144 713.10 Extent of liens.-

145 (2)

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

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

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



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

161 a. The name of the lessor.

162 b. The legal description of the parcel of land to which the
163 notice applies.

164 c. The specific language contained in the various leases
165 prohibiting such liability.

166 d. A statement that all or a majority of the leases entered
167 into for premises on the parcel of land expressly prohibit such
168 liability.

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

171
172 A notice that is consistent with subparagraph 2. effectively
173 prohibits liens for improvements made by a lessee even if other
174 leases for premises on the parcel do not expressly prohibit
175 liens or if provisions of each lease restricting the application
176 of liens are not identical.

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

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

183 713.13 Notice of commencement.—

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



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

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

201 2. A general description of the improvement.

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

205 4. The name and address of the lessee, if the A lessee who
206 contracts for the improvements as is an owner as defined in s.
207 713.01 under s. 713.01(23) and must be listed as the owner
208 together with a statement that the ownership interest is a
209 leasehold interest.

210 5.4. The name and address of the contractor.

211 6.5. The name and address of the surety on the payment bond
212 under s. 713.23, if any, and the amount of such bond.

213 7.6. The name and address of any person making a loan for
214 the construction of the improvements.



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244 ~~information if the Lessee contracted for the improvement:~~
245 ~~a. Name and address:.....~~
246 ~~c.b.~~ Interest in property:.....
247 ~~d.e.~~ Name and address of fee simple titleholder (if
248 different from Owner listed above):.....
249 4.a. Lessee, if the lessee contracted for the improvement:
250 ...(name and address)....
251 b. Lessee's phone number:.....
252 5.a. Contractor: ...(name and address)....
253 b. Contractor's phone number:.....
254 ~~6.5.~~ Surety (if applicable, a copy of the payment bond is
255 attached):
256 a. Name and address:.....
257 b. Phone number:.....
258 c. Amount of bond: \$.....
259 ~~7.a.6.a.~~ Lender: ...(name and address)....
260 b. Lender's phone number:.....
261 ~~8.7.~~ Persons within the State of Florida designated by
262 Owner upon whom notices or other documents may be served as
263 provided by Section 713.13(1)(a)8. ~~713.13(1)(a)7.~~, Florida
264 Statutes:
265 a. Name and address:.....
266 b. Phone numbers of designated persons:.....
267 ~~9.a.8.a.~~ In addition to himself or herself, Owner
268 designates of to receive a copy of the
269 Lienor's Notice as provided in Section 713.13(1)(b), Florida
270 Statutes.
271 b. Phone number of person or entity designated by
272 owner:.....



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273 10.9. Expiration date of notice of commencement (the
274 expiration date will be 1 year after ~~from~~ the date of recording
275 unless a different date is specified).....

276
277 WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE
278 EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER
279 PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA
280 STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS
281 TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND
282 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU
283 INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN
284 ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF
285 COMMENCEMENT.

286
287 ... (Signature of Owner or Lessee, or Owner's or Lessee's
288 Authorized Officer/Director/Partner/Manager) ...

289
290 ... (Signatory's Title/Office) ...

291
292 The foregoing instrument was acknowledged before me by means of
293 physical presence or acknowledged before me by means of
294 online notarization, this day of, ...(year) ..., by
295 ...(name of person) ... as ...(type of authority, ...e.g. officer,
296 trustee, attorney in fact) ... for ...(name of party on behalf of
297 whom instrument was executed)

298
299 ... (Signature of Notary Public - State of Florida) ...

300
301 ... (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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331 the notice of termination on each lienor who timely serves a
332 notice to owner after the notice of termination has been
333 recorded. The owner is not required to serve a copy of the
334 notice of termination on any lienor who has executed a waiver
335 and release of lien upon final payment in accordance with s.
336 713.20.

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

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

348 (5) ~~(4)~~ A notice of termination must be served before
349 recording on each lienor who has a direct contract with the
350 owner and on each lienor who has timely and properly served a
351 notice to owner in accordance with this part before the
352 recording of the notice of termination. A notice of termination
353 must be recorded in the official records of the county in which
354 the improvement is located. If properly served before recording
355 in accordance with this subsection, the notice of termination
356 terminates the period of effectiveness of the notice of
357 commencement 30 days after the notice of termination is recorded
358 in the official records ~~is effective to terminate the notice of~~
359 ~~commencement at the later of 30 days after recording of the~~



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

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

375 713.18 Manner of serving documents ~~notices and other~~
376 ~~instruments.~~

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

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

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



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

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

394 (2) Notwithstanding subsection (1), service of a notice to
395 owner or a preliminary notice to contractor under this part, s.
396 255.05, or s. 337.18, ~~or s. 713.23~~ is effective as of the date
397 of mailing and the requirements for service under this section
398 have been satisfied if:

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

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

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

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

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



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

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

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

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

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

442 Section 9. Subsections (4), (5), (6), and (8) of section
443 713.20, Florida Statutes, are amended to read:

444 713.20 Waiver or release of liens.—

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



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

449

450 WAIVER AND RELEASE OF LIEN

451 UPON PROGRESS PAYMENT

452

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

459

460 ...(description of property)...

461

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

464

465 DATED on, ...(year).... ...(Lienor)...

466 By:

467

468 (5) When a lienor is required to execute a waiver or
469 release of lien in exchange for, or to induce payment of, the
470 final payment, the waiver and release must ~~may~~ be in
471 substantially the following form:

472

473 WAIVER AND RELEASE OF LIEN

474 UPON FINAL PAYMENT

475



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

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

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

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

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

530 Section 11. Paragraph (d) of subsection (1) of section
531 713.23, Florida Statutes, is amended to read:

532 713.23 Payment bond.—

533 (1)



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



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

584
585 NOTICE OF NONPAYMENT

586
587 To ... (name of contractor and address) ...

588
589 ... (name of surety and address) ...

590
591 The undersigned lienor notifies you that:



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

623
624 Personally Known OR Produced Identification

625
626 Type of Identification Produced.....

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

629 713.235 Waivers of right to claim against payment bond;
630 forms.-

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

636
637 WAIVER OF RIGHT TO CLAIM
638 AGAINST THE PAYMENT BOND
639 (PROGRESS PAYMENT)

640
641 The undersigned, in consideration of the sum of \$....
642 hereby waives its right to claim against the payment bond for
643 labor, services, or materials furnished through ...(insert
644 date)..., to ...(insert the name of your customer)... on the job
645 of ...(insert the name of the owner)..., for improvements to the
646 following described project:

647
648 (description of project)

649



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

652 DATED on

653 ... (Lienor) ...

654 By:

655

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

661

662 WAIVER OF RIGHT TO CLAIM

663 AGAINST THE PAYMENT BOND

664 (FINAL PAYMENT)

665

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

672

673 (description of project)

674 DATED on

675 ... (Lienor) ...

676 By:

677

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



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679 a waiver that is different from the forms in subsections (1) and
680 (2).

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

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

685

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

687 And the directory clause is amended as follows:

688 Delete line 48

689 and insert:

690 Section 1. Paragraphs (a) through (d) and (f) of subsection
691 (2)

692

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

694 And the title is amended as follows:

695 Delete lines 6 - 41

696 and insert:

697 requiring that specified waivers be in a certain form;
698 requiring that service of documents be made in a
699 specified manner; amending s. 337.18, F.S.; providing
700 that certain waivers apply to certain contracts;
701 requiring that service of documents be made in a
702 specified manner; amending s. 713.01, F.S.; revising
703 definitions; amending s. 713.09, F.S.; authorizing a
704 lienor to record one claim of lien for multiple direct
705 contracts; amending s. 713.10, F.S.; revising the
706 extent of certain liens; amending s. 713.13, F.S.;

707 revising information to be included in a notice of



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708 commencement; revising the process for notarizing a
709 notice of commencement; amending s. 713.132, F.S.;
710 revising requirements for a notice of termination;
711 amending s. 713.18, F.S.; requiring that service of
712 documents relating to construction bonds be made in a
713 specified manner; requiring that specified waivers and
714 releases be in a certain form; making technical
715 changes; amending s. 713.20, F.S.; requiring specified
716 waivers or releases be in a certain form; amending s.
717 713.21, F.S.; authorizing the full or partial release
718 of a lien under specified conditions; amending s.
719 713.23, F.S.; requiring that a copy of a notice of
720 nonpayment be served on the surety; revising the
721 process for notarizing a notice of nonpayment under a
722 payment bond; amending s. 713.235, F.S.; requiring
723 that specified waivers be in a certain form;