

By Senator Bradley

5-00887A-22

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1                   A bill to be entitled  
2       An act relating to liens and bonds; amending s.  
3       255.05, F.S.; revising when a notice of claim against  
4       a payment bond and a notice of nonpayment must be  
5       served; requiring that a copy of a notice of  
6       nonpayment be served on the surety; revising when a  
7       notice of nonpayment must be served; revising the  
8       process for notarizing a notice of nonpayment;  
9       removing the authority for a contractor to file an  
10      alternative form of security rather than a bond;  
11      requiring service of documents to be made in a  
12      specified manner; conforming provisions to changes  
13      made by the act; making technical changes; amending s.  
14      337.18, F.S.; revising when a notice of nonpayment  
15      must be served; providing that certain waivers apply  
16      to certain contracts; requiring service of documents  
17      to be made in a specified manner; conforming  
18      provisions to changes made by the act; amending s.  
19      713.01, F.S.; revising and defining terms; creating s.  
20      713.011, F.S.; providing for the computation of time  
21      when certain time periods fall on specified days or  
22      during a declared state of emergency; providing that  
23      certain orders constitute a state of emergency;  
24      amending s. 713.09, F.S.; authorizing a lienor to  
25      record one claim of lien for multiple direct  
26      contracts; amending s. 713.10, F.S.; revising the  
27      extent of certain liens; amending s. 713.13, F.S.;  
28      revising information to be included in a notice of  
29      commencement; conforming a cross-reference; revising

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30 the process for notarizing a notice of commencement;  
31 amending s. 713.132, F.S.; revising requirements for a  
32 notice of termination; amending s. 713.135, F.S.;  
33 defining the term "copy of the notice of  
34 commencement"; making technical changes; providing  
35 that an issuing authority is not liable for failing to  
36 verify that specified information has been filed;  
37 amending s. 713.18, F.S.; requiring service of  
38 documents relating to construction bonds to be made in  
39 a specified manner; making technical changes; amending  
40 s. 713.21, F.S.; authorizing the full or partial  
41 release of a lien under specified conditions; amending  
42 s. 713.22, F.S.; revising the information required in  
43 a notice of contest of lien; amending s. 713.23, F.S.;  
44 requiring that a copy of a notice of nonpayment be  
45 served on the surety; revising the process for  
46 notarizing a notice of nonpayment under a payment  
47 bond; conforming provisions to changes made by the  
48 act; amending s. 713.235, F.S.; conforming cross-  
49 references; making technical changes; repealing s.  
50 713.245, F.S., relating to conditional payment bonds;  
51 repealing s. 713.25, F.S., relating to applicability  
52 of ch. 65-456, Laws of Florida; amending s. 713.29,  
53 F.S.; authorizing attorney fees in actions to enforce  
54 a lien that has been transferred to security; amending  
55 s. 95.11, F.S.; conforming cross-references; providing  
56 an effective date.

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58 Be It Enacted by the Legislature of the State of Florida:

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Section 1. Present subsections (8) through (11) of section 255.05, Florida Statutes, are redesignated as subsections (7) through (10), respectively, a new subsection (11) is added to that section, and paragraph (a) of subsection (2) and present subsections (6) and (7) are amended, to read:

255.05 Bond of contractor constructing public buildings; form; action by claimants.—

(2) (a) 1. If a claimant is no longer furnishing labor, services, or materials on a project, a contractor or the contractor’s agent or attorney may elect to shorten the time within which an action to enforce any claim against a payment bond must be commenced by recording in the clerk’s office a notice in substantially the following form:

NOTICE OF CONTEST OF CLAIM  
AGAINST PAYMENT BOND

To: ...(Name and address of claimant)...

You are notified that the undersigned contests your notice of nonpayment, dated ....., ....., and served on the undersigned on ....., ....., and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

DATED on ....., .....

Signed: ...(Contractor or Attorney)...

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89 The claim of a claimant upon whom such notice is served and who  
90 fails to institute a suit to enforce his or her claim against  
91 the payment bond within 60 days after service of such notice is  
92 extinguished automatically. The contractor or the contractor's  
93 attorney shall serve a copy of the notice of contest on ~~to~~ the  
94 claimant at the address shown in the notice of nonpayment or  
95 most recent amendment thereto and shall certify to such service  
96 on the face of the notice and record the notice.

97 2. A claimant, except a laborer, who is not in privity with  
98 the contractor shall, before commencing or not later than 45  
99 days after commencing to furnish labor, services, or materials  
100 for the prosecution of the work, serve the contractor with a  
101 written notice that he or she intends to look to the bond for  
102 protection. If a certified copy of the recorded payment bond is  
103 not provided before commencing work or before recommencing work  
104 after a default or abandonment, as required under paragraph  
105 (1) (b), then the claimant may serve the contractor with such  
106 written notice up to 45 days after the date that the claimant is  
107 served with a copy of the bond. A claimant who is not in privity  
108 with the contractor and who has not received payment for  
109 furnishing his or her labor, services, or materials shall serve  
110 a written notice of nonpayment on the contractor and a copy of  
111 the notice on the surety. The notice of nonpayment must ~~shall~~ be  
112 under oath and served during the progress of the work or  
113 thereafter but ~~may not be served earlier than 45 days after the~~  
114 ~~first furnishing of labor, services, or materials by the~~  
115 ~~claimant or~~ later than 90 days after the final furnishing of the  
116 labor, services, or materials by the claimant or, with respect

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117 to rental equipment, later than 90 days after the date that the  
118 rental equipment was last on the ~~job~~ site of the improvement  
119 available for use. Any notice of nonpayment served by a claimant  
120 who is not in privity with the contractor which includes sums  
121 for retainage must specify the portion of the amount claimed for  
122 retainage. An action for the labor, services, or materials may  
123 not be instituted against the contractor or the surety unless  
124 the notice to the contractor and notice of nonpayment have been  
125 served, if required by this section. Notices required or  
126 permitted under this section must be served in accordance with  
127 s. 713.18. A claimant may not waive in advance his or her right  
128 to bring an action under the bond against the surety. In any  
129 action brought to enforce a claim against a payment bond under  
130 this section, the prevailing party is entitled to recover a  
131 reasonable fee for the services of his or her attorney for trial  
132 and appeal or for arbitration, in an amount to be determined by  
133 the court or arbitrator, which fee must be taxed as part of the  
134 prevailing party's costs, as allowed in equitable actions. The  
135 time periods for service of a notice of nonpayment or for  
136 bringing an action against a contractor or a surety are ~~shall be~~  
137 measured from the last day of furnishing labor, services, or  
138 materials by the claimant and may not be measured by other  
139 standards, such as the issuance of a certificate of occupancy or  
140 the issuance of a certificate of substantial completion. The  
141 negligent inclusion or omission of any information in the notice  
142 of nonpayment that has not prejudiced the contractor or surety  
143 does not constitute a default that operates to defeat an  
144 otherwise valid bond claim. A claimant who serves a fraudulent  
145 notice of nonpayment forfeits his or her rights under the bond.

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146 A notice of nonpayment is fraudulent if the claimant has  
147 willfully exaggerated the amount unpaid, willfully included a  
148 claim for work not performed or materials not furnished for the  
149 subject improvement, or prepared the notice with such willful  
150 and gross negligence as to amount to a willful exaggeration.  
151 However, a minor mistake or error in a notice of nonpayment, or  
152 a good faith dispute as to the amount unpaid, does not  
153 constitute a willful exaggeration that operates to defeat an  
154 otherwise valid claim against the bond. The service of a  
155 fraudulent notice of nonpayment is a complete defense to the  
156 claimant's claim against the bond. The notice of nonpayment  
157 under this subparagraph must include the following information,  
158 current as of the date of the notice, and must be in  
159 substantially the following form:

160  
161 NOTICE OF NONPAYMENT

162  
163 To: ...(name of contractor and address)...

164  
165 ...(name of surety and address)...

166  
167 The undersigned claimant notifies you that:

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

173 2. Claimant has been paid to date the amount of \$.... for  
174 previously furnishing ...(describe labor, services, or

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175 materials)... for this improvement.

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

180  
181 I declare that I have read the foregoing Notice of Nonpayment  
182 and that the facts stated in it are true to the best of my  
183 knowledge and belief.

184  
185 DATED on ....., .....

186  
187 ...(signature and address of claimant)...

188  
189 STATE OF FLORIDA  
190 COUNTY OF .....

191  
192 The foregoing instrument was sworn to (or affirmed) and  
193 subscribed before me by means of  physical presence or sworn to  
194 (or affirmed) by  online notarization this .... day of .....,  
195 ...(year)..., by ...(name of signatory)....

196  
197 ...(Signature of Notary Public - State of Florida)..  
198 ...(Print, Type, or Stamp Commissioned Name of Notary  
199 Public)...

200  
201 Personally Known ..... OR Produced Identification .....

202  
203 Type of Identification Produced.....

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205 (6) All payment bond forms used by a public owner and all  
206 payment bonds executed pursuant to this section by a surety  
207 shall make reference to this section by number, shall contain  
208 reference to the notice and time limitation provisions in  
209 subsections (2) and (9) ~~(10)~~, and shall comply with the  
210 requirements of paragraph (1) (a).

211 ~~(7) In lieu of the bond required by this section, a~~  
212 ~~contractor may file with the state, county, city, or other~~  
213 ~~political authority an alternative form of security in the form~~  
214 ~~of cash, a money order, a certified check, a cashier's check, an~~  
215 ~~irrevocable letter of credit, or a security of a type listed in~~  
216 ~~part II of chapter 625. Any such alternative form of security~~  
217 ~~shall be for the same purpose and be subject to the same~~  
218 ~~conditions as those applicable to the bond required by this~~  
219 ~~section. The determination of the value of an alternative form~~  
220 ~~of security shall be made by the appropriate state, county,~~  
221 ~~city, or other political subdivision.~~

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

224 Section 2. Paragraph (c) of subsection (1) of section  
225 337.18, Florida Statutes, is amended, and subsection (6) is  
226 added to that section, to read:

227 337.18 Surety bonds for construction or maintenance  
228 contracts; requirement with respect to contract award; bond  
229 requirements; defaults; damage assessments.-

230 (1)

231 (c) A claimant, except a laborer, who is not in privity  
232 with the contractor shall, before commencing or not later than



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233 90 days after commencing to furnish labor, materials, or  
234 supplies for the prosecution of the work, furnish the contractor  
235 with a notice that he or she intends to look to the bond for  
236 protection. A claimant who is not in privity with the contractor  
237 and who has not received payment for his or her labor,  
238 materials, or supplies shall deliver to the contractor and to  
239 the surety written notice of the performance of the labor or  
240 delivery of the materials or supplies and of the nonpayment. The  
241 notice of nonpayment may be served at any time during the  
242 progress of the work or thereafter but not ~~before 45 days after~~  
243 ~~the first furnishing of labor, services, or materials, and not~~  
244 later than 90 days after the final furnishing of the labor,  
245 services, or materials by the claimant or, with respect to  
246 rental equipment, not later than 90 days after the date that the  
247 rental equipment was last on the ~~job~~ site of the improvement  
248 available for use. An action by a claimant, except a laborer,  
249 who is not in privity with the contractor for the labor,  
250 materials, or supplies may not be instituted against the  
251 contractor or the surety unless both notices have been given.  
252 Written notices required or permitted under this section must  
253 may be served in accordance with any manner provided in s.  
254 713.18, and provisions for the waiver of a claim or a right to  
255 claim against a payment bond as described in s. 713.235 apply to  
256 all contracts under this section.

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

259 Section 3. Present subsections (13) through (29) of section  
260 713.01, Florida Statutes, are redesignated as subsections (14)  
261 through (30), respectively, a new subsection (13) is added to

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262 that section, and subsections (4), (8), and (12) of that section  
263 are amended, to read:

264 713.01 Definitions.—As used in this part, the term:

265 (4) "Clerk's office" means the office of the clerk of the  
266 circuit court of the county, or another office serving as the  
267 county recorder as provided by law, in which the real property  
268 is located.

269 (8) "Contractor" means a person other than a materialman or  
270 laborer who enters into a contract with the owner of real  
271 property for improving it, or who takes over from a contractor  
272 as so defined the entire remaining work under such contract. The  
273 term "contractor" includes an architect, landscape architect, or  
274 engineer who improves real property pursuant to a design-build  
275 contract authorized by s. 489.103(16). The term also includes a  
276 licensed general contractor or building contractor, as those  
277 terms are defined in s. 489.105(3)(a) and (b), respectively, who  
278 provides construction management services, which include  
279 scheduling and coordinating both preconstruction and  
280 construction phases for the successful, timely, and economical  
281 completion of the construction project or who provides program  
282 management services, which include schedule control, cost  
283 control, and coordination in providing or procuring planning,  
284 design, and construction.

285 (12) "Final furnishing" means the last date that the lienor  
286 furnishes labor, services, or materials. Such date may not be  
287 measured by other standards, such as the issuance of a  
288 certificate of occupancy or the issuance of a certificate of  
289 final completion, and does not include the correction of  
290 deficiencies in the lienor's previously performed work or

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291 materials supplied. With respect to rental equipment, the term  
292 means the date that the rental equipment was last on the ~~job~~  
293 site of the improvement and available for use. With respect to  
294 specially fabricated materials, the term means the date that the  
295 last portion of the specially fabricated materials is delivered  
296 to the site of the improvement, or if any portion of the  
297 specially fabricated materials is not delivered to the site of  
298 the improvement by no fault of the lienor, the term means 9  
299 months after the date the lienor completes the fabrication, 9  
300 months after the date the lienor receives the last portion of  
301 the specially fabricated materials needed to complete the order,  
302 or the date the notice of commencement expires, whichever is  
303 later.

304 (13) "Finance charge" means a contractually specified  
305 additional amount to be paid by the obligor on any unpaid  
306 balance if the obligor fails to pay the entire principal amount  
307 to the obligee by the due date set forth in the credit agreement  
308 or other contract.

309 Section 4. Section 713.011, Florida Statutes, is created to  
310 read:

311 713.011 Computation of time.—

312 (1) In computing any time period under this part, if the  
313 last day of the time period is a Saturday, Sunday, legal  
314 holiday, or any day observed as a holiday by the clerk's office,  
315 the time period is extended to the end of the next business day.

316 (2) During a state of emergency declared under chapter 252  
317 in which the clerk's office is closed or not accessible because  
318 of the state of emergency, any time periods imposed under this  
319 part are tolled. Upon the expiration of the declared state of

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320 emergency, the number of days that were remaining for any  
321 specified time period under this part on the first day of the  
322 declared state of emergency shall commence on the first business  
323 day after the end of the declared state of emergency.

324 (3) A federal, state, or local governmental order closing  
325 or directing the closure of the clerk's office for any reason  
326 constitutes a state of emergency for purposes of this section.

327 Section 5. Section 713.09, Florida Statutes, is amended to  
328 read:

329 713.09 Single claim of lien.—A lienor may ~~is required to~~  
330 record only one claim of lien covering his or her entire demand  
331 against the real property when the amount demanded is for labor  
332 or services or material furnished for more than one improvement  
333 under the same direct contract or multiple direct contracts. The  
334 single claim of lien is sufficient even though the improvement  
335 is for one or more improvements located on separate lots,  
336 parcels, or tracts of land. If materials to be used on one or  
337 more improvements on separate lots, parcels, or tracts of land  
338 ~~under one direct contract~~ are delivered by a lienor to a place  
339 designated by the person with whom the materialman contracted,  
340 other than the site of the improvement, the delivery to the  
341 place designated is prima facie evidence of delivery to the site  
342 of the improvement and incorporation in the improvement. The  
343 single claim of lien may be limited to a part of multiple lots,  
344 parcels, or tracts of land and their improvements or may cover  
345 all of the lots, parcels, or tracts of land and improvements. If  
346 a ~~In each~~ claim of lien under this section is for multiple  
347 direct contracts, the owner under the direct contracts ~~contract~~  
348 must be the same person for all lots, parcels, or tracts of land

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349 against which a single claim of lien is recorded.

350 Section 6. Paragraph (b) of subsection (2) of section  
351 713.10, Florida Statutes, is amended, and subsection (4) is  
352 added to that section, to read:

353 713.10 Extent of liens.—

354 (2)

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

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

363 2. The terms of the lease expressly prohibit such  
364 liability, and a notice advising that leases for the rental of  
365 premises on a parcel of land prohibit such liability has been  
366 recorded in the official records of the county in which the  
367 parcel of land is located before the recording of a notice of  
368 commencement for improvements to the premises, and the notice  
369 includes the following:

370 a. The name of the lessor.

371 b. The legal description of the parcel of land to which the  
372 notice applies.

373 c. The specific language contained in the various leases  
374 prohibiting such liability.

375 d. A statement that all or a majority of the leases entered  
376 into for premises on the parcel of land expressly prohibit such  
377 liability.

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

380  
381 A notice that is consistent with subparagraph 2. effectively  
382 prohibits liens for improvements made by a lessee even if other  
383 leases for premises on the parcel do not expressly prohibit  
384 liens or if provisions of each lease restricting the application  
385 of liens are not identical.

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

390 Section 7. Paragraphs (a) and (d) of subsection (1) of  
391 section 713.13, Florida Statutes, are amended to read:

392 713.13 Notice of commencement.—

393 (1) (a) Except for an improvement that is exempt under  
394 ~~pursuant to~~ s. 713.02(5), an owner or the owner's authorized  
395 agent before actually commencing to improve any real property,  
396 or recommencing completion of any improvement after default or  
397 abandonment, whether or not a project has a payment bond  
398 complying with s. 713.23, shall record a notice of commencement  
399 in the clerk's office and ~~forthwith~~ post either a certified copy  
400 thereof or a notarized statement that the notice of commencement  
401 has been filed for recording along with a copy thereof. The  
402 notice of commencement shall contain all of the following  
403 information:

404 1. A description sufficient for identification of the real  
405 property to be improved. The description should include the  
406 legal description of the property and also should include the

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407 street address and tax folio number of the property if available  
 408 or, if there is no street address available, such additional  
 409 information as will describe the physical location of the real  
 410 property to be improved.

411 2. A general description of the improvement.

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

415 4. The name and address of the lessee, if the A lessee who  
 416 contracts for the improvements as is an owner as defined in s.  
 417 713.01 under s. 713.01(23) and must be listed as the owner  
 418 together with a statement that the ownership interest is a  
 419 leasehold interest.

420 5.4. The name and address of the contractor.

421 6.5. The name and address of the surety on the payment bond  
 422 under s. 713.23, if any, and the amount of such bond.

423 7.6. The name and address of any person making a loan for  
 424 the construction of the improvements.

425 8.7. The name and address within the state of a person  
 426 other than himself or herself who may be designated by the owner  
 427 as the person upon whom notices or other documents may be served  
 428 under this part; and service upon the person so designated  
 429 constitutes service upon the owner.

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

432  
 433 Permit No..... Tax Folio No.....

434 NOTICE OF COMMENCEMENT

435 State of....

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436 County of....

437

438 The undersigned hereby gives notice that improvement will be  
 439 made to certain real property, and in accordance with Chapter  
 440 713, Florida Statutes, the following information is provided in  
 441 this Notice of Commencement.

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

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

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

446 b. Owner's phone number:..... ~~Owner information or Lessee~~  
 447 ~~information if the Lessee contracted for the improvement:~~

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

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

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

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

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

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

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

457 ~~6.5.~~ Surety (if applicable, a copy of the payment bond is  
 458 attached):

459 a. Name and address:.....

460 b. Phone number:.....

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

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

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

464 8.7. ~~Persons within the State of Florida designated by~~



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465 Owner upon whom notices or other documents may be served as  
466 provided by Section 713.13(1)(a)8. ~~713.13(1)(a)7.~~, Florida  
467 Statutes:

468 a. Name and address:.....

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

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

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

476 ~~10.9.~~ Expiration date of notice of commencement (the  
477 expiration date will be 1 year after ~~from~~ the date of recording  
478 unless a different date is specified).....

479  
480 WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE  
481 EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER  
482 PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA  
483 STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS  
484 TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND  
485 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU  
486 INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN  
487 ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF  
488 COMMENCEMENT.

489  
490 ... (Signature of Owner or Lessee, or Owner's or Lessee's  
491 Authorized Officer/Director/Partner/Manager)...

492  
493 ... (Signatory's Title/Office)...

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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) ...

Personally Known .... OR Produced Identification ....

Type of Identification Produced.....

Section 8. Present subsection (4) of section 713.132,  
Florida Statutes, is redesignated as subsection (5) and amended,  
a new subsection (4) is added to that section, and subsections  
(1) and (3) of that section 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 all of the following:

(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

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523 30 days after the notice of termination is recorded.~~†~~

524 (d) A statement specifying that the notice applies to all  
525 the real property subject to the notice of commencement or  
526 specifying the portion of such real property to which it  
527 applies.~~†~~

528 (e) A statement that all lienors have been paid in full.~~†~~  
529 and

530 (f) A statement that the owner has, before recording the  
531 notice of termination, served a copy of the notice of  
532 termination ~~on the contractor and~~ on each lienor who has a  
533 direct contract with the owner or who has timely served a notice  
534 to owner, and a statement that the owner will serve a copy of  
535 the notice of termination on each lienor who timely serves a  
536 notice to owner after the notice of termination has been  
537 recorded. The owner is not required to serve a copy of the  
538 notice of termination on any lienor who has executed a waiver  
539 and release of lien upon final payment in accordance with s.  
540 713.20.

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

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

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552        (5) ~~(4)~~ A notice of termination must be served before  
553 recording on each lienor who has a direct contract with the  
554 owner and on each lienor who has timely and properly served a  
555 notice to owner in accordance with this part before the  
556 recording of the notice of termination. A notice of termination  
557 must be recorded in the official records of the county in which  
558 the improvement is located. If properly served before recording  
559 in accordance with this subsection, the notice of termination  
560 terminates the period of effectiveness of the notice of  
561 commencement 30 days after the notice of termination is recorded  
562 in the official records ~~is effective to terminate the notice of~~  
563 ~~commencement at the later of 30 days after recording of the~~  
564 ~~notice of termination or a later~~ the date stated in the notice  
565 of termination as the date on which the notice of commencement  
566 is terminated. However, if a lienor who began work under the  
567 notice of commencement before its termination lacks a direct  
568 contract with the owner and timely serves his or her notice to  
569 owner after the notice of termination has been recorded, the  
570 owner must serve a copy of the notice of termination upon such  
571 lienor, and the termination of the notice of commencement as to  
572 that lienor is effective 30 days after service of the notice of  
573 termination ~~if the notice of termination has been served~~  
574 ~~pursuant to paragraph (1)(f) on the contractor and on each~~  
575 ~~lienor who has a direct contract with the owner or who has~~  
576 ~~served a notice to owner.~~

577        Section 9. Subsections (1) and (3) of section 713.135,  
578 Florida Statutes, are amended to read:

579        713.135 Notice of commencement and applicability of lien.-

580        (1) When a ~~any~~ person applies for a building permit, the

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581 authority issuing such permit shall:

582 (a) Print on the face of each permit card in no less than  
583 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR  
584 FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR  
585 PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF  
586 COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE  
587 THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT  
588 WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF  
589 COMMENCEMENT."

590 (b) Provide the applicant and the owner of the real  
591 property upon which improvements are to be constructed with a  
592 printed statement stating that the right, title, and interest of  
593 the person who has contracted for the improvement may be subject  
594 to attachment under the Construction Lien Law. The Department of  
595 Business and Professional Regulation shall furnish, for  
596 distribution, the statement described in this paragraph, and the  
597 statement must be a summary of the Construction Lien Law and  
598 must include an explanation of the provisions of the  
599 Construction Lien Law relating to the recording, and the posting  
600 of copies, of notices of commencement and a statement  
601 encouraging the owner to record a notice of commencement and  
602 post a copy of the notice of commencement in accordance with s.  
603 713.13. The statement must also contain an explanation of the  
604 owner's rights if a lienor fails to furnish the owner with a  
605 notice as provided in s. 713.06(2) and an explanation of the  
606 owner's rights as provided in s. 713.22. The authority that  
607 issues the building permit must obtain from the Department of  
608 Business and Professional Regulation the statement required by  
609 this paragraph and must mail, deliver by electronic mail or

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610 other electronic format or facsimile, or personally deliver that  
611 statement to the owner or, in a case in which the owner is  
612 required to personally appear to obtain the permit, provide that  
613 statement to any owner making improvements to real property  
614 consisting of a single or multiple family dwelling up to and  
615 including four units. However, the failure by the authorities to  
616 provide the summary does not subject the issuing authority to  
617 liability.

618 (c) In addition to providing the owner with the statement  
619 as required by paragraph (b), inform each applicant who is not  
620 the person whose right, title, and interest is subject to  
621 attachment that, as a condition to the issuance of a building  
622 permit, the applicant must promise in good faith that the  
623 statement will be delivered to the person whose property is  
624 subject to attachment.

625 (d) Furnish to the applicant two or more copies of a form  
626 of notice of commencement conforming with s. 713.13.

627 (e) Require ~~If the direct contract is greater than \$2,500,~~  
628 the applicant to shall file with the issuing authority before  
629 ~~prior to~~ the first inspection ~~either a certified copy of the~~  
630 ~~recorded~~ notice of commencement if the direct contract is  
631 greater than \$2,500. For purposes of this paragraph, the term  
632 "copy of the notice of commencement" means a certified copy of  
633 the recorded notice of commencement, or a notarized statement  
634 that the notice of commencement has been filed for recording,  
635 along with a copy thereof, or the clerk's office official  
636 records identifying information that includes the instrument  
637 number for the notice of commencement or the number and page of  
638 book where the notice of commencement is recorded, as identified

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639 by the clerk.

640 1. In the absence of the filing of a ~~certified~~ copy of the  
641 ~~recorded~~ notice of commencement, the issuing authority or a  
642 private provider performing inspection services may not perform  
643 or approve subsequent inspections until the applicant files by  
644 mail, facsimile, hand delivery, or any other means such  
645 ~~certified~~ copy with the issuing authority.

646 2. The ~~certified~~ copy of the notice of commencement must  
647 contain the name and address of the owner, the name and address  
648 of the contractor, and the location or address of the property  
649 being improved. The issuing authority shall verify that the name  
650 and address of the owner, the name of the contractor, and the  
651 location or address of the property being improved which is  
652 contained in the ~~certified~~ copy of the notice of commencement is  
653 consistent with the information in the building permit  
654 application.

655 3. The issuing authority shall provide the recording  
656 information on the ~~certified~~ copy of the ~~recorded~~ notice of  
657 commencement to any person upon request.

658 4. This subsection does not require the recording of a  
659 notice of commencement before ~~prior to~~ the issuance of a  
660 building permit. If a local government requires a separate  
661 permit or inspection for installation of temporary electrical  
662 service or other temporary utility service, land clearing, or  
663 other preliminary site work, such permits may be issued and such  
664 inspections may be conducted without providing the issuing  
665 authority with a ~~certified~~ copy of the ~~a recorded~~ notice of  
666 commencement ~~or a notarized statement regarding a recorded~~  
667 ~~notice of commencement. This subsection does not apply to a~~

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668 ~~direct contract to repair or replace an existing heating or air-~~  
669 ~~conditioning system in an amount less than \$7,500.~~

670 (f) ~~(e)~~ Not require that a notice of commencement be  
671 recorded as a condition of the application for, or processing or  
672 issuance of, a building permit. However, this paragraph does not  
673 modify or waive the inspection requirements set forth in this  
674 subsection.

675  
676 This subsection does not apply to a direct contract to repair or  
677 replace an existing heating or air-conditioning system in an  
678 amount less than \$7,500.

679 (3) An issuing authority under subsection (1) is not liable  
680 in any civil action for the failure to verify that a certified  
681 copy of the recorded notice of commencement, a notarized  
682 statement that the notice of commencement has been filed for  
683 recording along with a copy thereof, or the clerk's office  
684 official records identifying information that includes the  
685 instrument number for the notice of commencement or the number  
686 and page of book where the notice of commencement is recorded,  
687 as identified by the clerk, has been filed in accordance with  
688 this section.

689 Section 10. Section 713.18, Florida Statutes, is amended to  
690 read:

691 713.18 Manner of serving documents ~~notices and other~~  
692 ~~instruments.~~

693 (1) Unless otherwise specifically provided by law, service  
694 of any document notices, claims of lien, affidavits,  
695 ~~assignments, and other instruments~~ permitted or required under  
696 this part, s. 255.05, or s. 337.18, or copies thereof when so



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697 permitted or required, ~~unless otherwise specifically provided in~~  
698 ~~this part~~, must be made by one of the following methods:

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

703 (b) By common carrier delivery service or by registered,  
704 Global Express Guaranteed, or certified mail to the person to be  
705 served, with postage or shipping paid by the sender and with  
706 evidence of delivery, which may be in an electronic format.

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

710 (2) Notwithstanding subsection (1), service of a notice to  
711 owner or a preliminary notice to contractor under this part, s.  
712 255.05, or s. 337.18, ~~or s. 713.23~~ is effective as of the date  
713 of mailing and the requirements for service under this section  
714 have been satisfied if all of the following requirements have  
715 been met:

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

720 (b) The notice is mailed within 40 days after the date the  
721 lienor first furnishes labor, services, or materials.~~†~~ ~~and~~

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

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726 stamp of the United States Postal Service confirming the date of  
727 mailing; or

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

733 (3) (a) Notwithstanding subsection (1), service of a  
734 document under an instrument pursuant to this section is  
735 effective on the date of mailing or shipping, and the  
736 requirements for service under this section have been satisfied,  
737 ~~the instrument if the document it:~~

738 1. Is sent to the last address shown in the notice of  
739 commencement or any amendment thereto or, in the absence of a  
740 notice of commencement, to the last address shown in the  
741 building permit application, or to the last known address of the  
742 person to be served. ~~;~~ and

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

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

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755 the validity of service under this section.

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

759 Section 11. Section 713.21, Florida Statutes, is amended to  
760 read:

761 713.21 Discharge of lien.—A lien properly perfected under  
762 this chapter may be discharged, or released in whole or in part,  
763 by any of the following methods:

764 (1) By entering satisfaction of the lien upon the margin of  
765 the record thereof in the clerk's office when not otherwise  
766 prohibited by law. This satisfaction shall be signed by the  
767 lienor, the lienor's agent or attorney and attested by said  
768 clerk. Any person who executes a claim of lien has ~~shall have~~  
769 authority to execute a satisfaction in the absence of actual  
770 notice of lack of authority to any person relying on the same.

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

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

782 (4) By an order of the circuit court of the county where  
783 the property is located, as provided in this subsection. Upon

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784 filing a complaint therefor by any interested party the clerk  
785 shall issue a summons to the lienor to show cause within 20 days  
786 why his or her lien should not be enforced by action or vacated  
787 and canceled of record. Upon failure of the lienor to show cause  
788 why his or her lien should not be enforced or the lienor's  
789 failure to commence such action before the return date of the  
790 summons the court shall forthwith order cancellation of the  
791 lien.

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

795 Section 12. Subsection (2) of section 713.22, Florida  
796 Statutes, is amended to read:

797 713.22 Duration of lien.—

798 (2) An owner or the owner's attorney may elect to shorten  
799 the time prescribed in subsection (1) within which to commence  
800 an action to enforce any claim of lien or claim against a bond  
801 or other security under s. 713.23 or s. 713.24 by recording in  
802 the clerk's office a notice in substantially the following form:  
803

804 NOTICE OF CONTEST OF LIEN

805 To: ...(Name and address of lienor)...

806

807 You are notified that the undersigned contests the claim of lien  
808 filed by you on ....., ...(year)...., and recorded in .... Book  
809 ....., Page ....., of the public records of .... County, Florida,  
810 and that the time within which you may file suit to enforce your  
811 lien is limited to 60 days from the date of service of this  
812 notice. This .... day of ....., ...(year)....

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813  
814 Signed: ... (Owner or Attorney) ...  
815

816 The lien of any lienor upon whom such recorded notice is served  
817 and who fails to institute a suit to enforce his or her lien  
818 within 60 days after service of such recorded notice shall be  
819 extinguished automatically. The clerk shall serve, in accordance  
820 with s. 713.18, a copy of the recorded notice of contest to the  
821 lien claimant at the address shown in the claim of lien or most  
822 recent amendment thereto and shall certify to such service and  
823 the date of service on the face of the notice and record the  
824 notice.

825 Section 13. Paragraphs (d) and (e) of subsection (1) of  
826 section 713.23, Florida Statutes, are amended to read:

827 713.23 Payment bond.—

828 (1)

829 (d) In addition, a lienor who has not received payment for  
830 furnishing his or her labor, services, or materials must, as a  
831 condition precedent to recovery under the bond, serve a written  
832 notice of nonpayment on ~~to~~ the contractor and a copy of the  
833 notice on the surety. The notice must be under oath and served  
834 during the progress of the work or thereafter, but may not be  
835 served later than 90 days after the final furnishing of labor,  
836 services, or materials by the lienor, or, with respect to rental  
837 equipment, later than 90 days after the date the rental  
838 equipment was on the ~~job~~ site of the improvement and available  
839 for use. A notice of nonpayment that includes sums for retainage  
840 must specify the portion of the amount claimed for retainage.  
841 The required notice satisfies this condition precedent with

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842 respect to the payment described in the notice of nonpayment,  
843 including unpaid finance charges due under the lienor's  
844 contract, and with respect to any other payments which become  
845 due to the lienor after the date of the notice of nonpayment.  
846 The time period for serving a notice of nonpayment is ~~shall be~~  
847 measured from the last day of furnishing labor, services, or  
848 materials by the lienor and may not be measured by other  
849 standards, such as the issuance of a certificate of occupancy or  
850 the issuance of a certificate of substantial completion. The  
851 failure of a lienor to receive retainage sums not in excess of  
852 10 percent of the value of labor, services, or materials  
853 furnished by the lienor is not considered a nonpayment requiring  
854 the service of the notice provided under this paragraph. If the  
855 payment bond is not recorded before commencement of  
856 construction, the time period for the lienor to serve a notice  
857 of nonpayment may, at the option of the lienor, be calculated  
858 from the date specified in this section or the date the lienor  
859 is served a copy of the bond. However, the limitation period for  
860 commencement of an action on the payment bond as established in  
861 paragraph (e) may not be expanded. The negligent inclusion or  
862 omission of any information in the notice of nonpayment that has  
863 not prejudiced the contractor or surety does not constitute a  
864 default that operates to defeat an otherwise valid bond claim. A  
865 lienor who serves a fraudulent notice of nonpayment forfeits his  
866 or her rights under the bond. A notice of nonpayment is  
867 fraudulent if the lienor has willfully exaggerated the amount  
868 unpaid, willfully included a claim for work not performed or  
869 materials not furnished for the subject improvement, or prepared  
870 the notice with such willful and gross negligence as to amount

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871 to a willful exaggeration. However, a minor mistake or error in  
872 a notice of nonpayment, or a good faith dispute as to the amount  
873 unpaid, does not constitute a willful exaggeration that operates  
874 to defeat an otherwise valid claim against the bond. The service  
875 of a fraudulent notice of nonpayment is a complete defense to  
876 the lienor's claim against the bond. The notice under this  
877 paragraph must include the following information, current as of  
878 the date of the notice, and must be in substantially the  
879 following form:

880

881 NOTICE OF NONPAYMENT

882

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

884

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

886

887 The undersigned lienor notifies you that:

888

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

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

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

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900 is \$.... (if known).

901

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

905

906 DATED on ....., .....

907

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

909

910 STATE OF FLORIDA

911 COUNTY OF.....

912

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

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

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

920

921 Personally Known ..... OR Produced Identification .....

922

923 Type of Identification Produced.....

924 (e) An action for the labor, ~~or~~ materials, or supplies may  
925 not be instituted or prosecuted against the contractor or surety  
926 unless both notices have been given, if required by this  
927 section. An action may not be instituted or prosecuted against  
928 the contractor or against the surety on the bond under this



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929 section after 1 year from the performance of the labor or  
 930 completion of delivery of the materials and supplies. The time  
 931 period for bringing an action against the contractor or surety  
 932 on the bond is ~~shall be~~ measured from the last day of furnishing  
 933 labor, services, or materials by the lienor. The time period may  
 934 not be measured by other standards, such as the issuance of a  
 935 certificate of occupancy or the issuance of a certificate of  
 936 substantial completion. A contractor or the contractor's  
 937 attorney may elect to shorten the time within which an action to  
 938 enforce any claim against a payment bond provided under this  
 939 section ~~or s. 713.245~~ must be commenced at any time after a  
 940 notice of nonpayment, if required, has been served for the claim  
 941 by recording in the clerk's office a notice in substantially the  
 942 following form:

943  
 944 NOTICE OF CONTEST OF CLAIM  
 945 AGAINST PAYMENT BOND  
 946

947 To: ...(Name and address of lienor)...

948 You are notified that the undersigned contests your notice  
 949 of nonpayment, dated ....., ....., and served on the undersigned  
 950 on ....., ....., and that the time within which you may file suit  
 951 to enforce your claim is limited to 60 days after ~~from~~ the date  
 952 of service of this notice.

953  
 954 DATED on ....., .....

955  
 956 Signed: ...(Contractor or Attorney)...

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958 The claim of any lienor upon whom the notice is served and who  
 959 fails to institute a suit to enforce his or her claim against  
 960 the payment bond within 60 days after service of the notice  
 961 shall be extinguished automatically. The contractor or the  
 962 contractor's attorney shall serve a copy of the notice of  
 963 contest to the lienor at the address shown in the notice of  
 964 nonpayment or most recent amendment thereto and shall certify to  
 965 such service on the face of the notice and record the notice.

966 Section 14. Subsections (1) and (2) of section 713.235,  
 967 Florida Statutes, are amended to read:

968 713.235 Waivers of right to claim against payment bond;  
 969 forms.—

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

975  
 976 WAIVER OF RIGHT TO CLAIM  
 977 AGAINST THE PAYMENT BOND  
 978 (PROGRESS PAYMENT)  
 979

980 The undersigned, in consideration of the sum of \$....  
 981 hereby waives its right to claim against the payment bond for  
 982 labor, services, or materials furnished through ...(insert  
 983 date)..., to ...(insert the name of your customer)... on the job  
 984 of ...(insert the name of the owner)..., for improvements to the  
 985 following described project:  
 986

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987 (description of project)

988  
989 This waiver does not cover any retention or any labor, services,  
990 or materials furnished after the date specified.

991 DATED on ....

992 ... (Lienor) ...

993 By: .....

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

1000 WAIVER OF RIGHT TO CLAIM  
1001 AGAINST THE PAYMENT BOND

1002  
1003 (FINAL PAYMENT)

1004  
1005 The undersigned, in consideration of the final payment in  
1006 the amount of \$...., hereby waives its right to claim against  
1007 the payment bond for labor, services, or materials furnished to  
1008 ... (insert the name of your customer) ... on the job of  
1009 ... (insert the name of the owner) ..., for improvements to the  
1010 following described project:

1011 (description of project)

1012  
1013 DATED on ....

1014 ... (Lienor) ...

1015 By: .....

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1016 Section 15. Section 713.245, Florida Statutes, is repealed.

1017 Section 16. Section 713.25, Florida Statutes, is repealed.

1018 Section 17. Section 713.29, Florida Statutes, is amended to  
1019 read:

1020 713.29 Attorney ~~Attorney's~~ fees.—In any action brought to  
1021 enforce a lien, including a lien that has been transferred to  
1022 security, or to enforce a claim against a bond under this part,  
1023 the prevailing party is entitled to recover a reasonable fee for  
1024 the services of her or his attorney for trial and appeal or for  
1025 arbitration, in an amount to be determined by the court, which  
1026 fee must be taxed as part of the prevailing party's costs, as  
1027 allowed in equitable actions.

1028 Section 18. Paragraph (b) of subsection (2) and paragraph  
1029 (e) of subsection (5) of section 95.11, Florida Statutes, are  
1030 amended to read:

1031 95.11 Limitations other than for the recovery of real  
1032 property.—Actions other than for recovery of real property shall  
1033 be commenced as follows:

1034 (2) WITHIN FIVE YEARS.—

1035 (b) A legal or equitable action on a contract, obligation,  
1036 or liability founded on a written instrument, except for an  
1037 action to enforce a claim against a payment bond, which shall be  
1038 governed by the applicable provisions of paragraph (5) (e), s.  
1039 255.05(9) ~~s. 255.05(10)~~, s. 337.18(1), or s. 713.23(1) (e), and  
1040 except for an action for a deficiency judgment governed by  
1041 paragraph (5) (h).

1042 (5) WITHIN ONE YEAR.—

1043 (e) Except for actions governed by s. 255.05(9) ~~s.~~  
1044 ~~255.05(10)~~, s. 337.18(1), or s. 713.23(1) (e), an action to

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1045 enforce any claim against a payment bond on which the principal  
1046 is a contractor, subcontractor, or sub-subcontractor as defined  
1047 in s. 713.01, for private work as well as public work, from the  
1048 last furnishing of labor, services, or materials or from the  
1049 last furnishing of labor, services, or materials by the  
1050 contractor if the contractor is the principal on a bond on the  
1051 same construction project, whichever is later.

1052 Section 19. This act shall take effect July 1, 2022.