

26 record a notice of termination; specifying when a
27 notice of termination terminates a notice of
28 commencement; amending s. 713.135, F.S.; providing a
29 definition; providing applicability; revising the
30 dollar threshold of an exception; providing immunity;
31 amending s. 713.18, F.S.; requiring service of
32 documents relating to construction bonds to be made in
33 a specified manner; authorizing employees or agents of
34 specified entities to receive service of certain
35 documents; making technical changes; amending s.
36 713.21, F.S.; authorizing the full or partial release
37 of a lien under specified conditions; making technical
38 changes; amending s. 713.22, F.S.; requiring the clerk
39 to serve a copy of a notice of contest of lien on
40 certain persons after it has been recorded; making
41 technical changes; amending s. 713.23, F.S.; requiring
42 that a copy of a notice of nonpayment be served on the
43 surety; revising the process for notarizing a notice
44 of nonpayment under a payment bond; requiring the
45 clerk to serve a copy of a notice of contest of lien
46 on certain persons after it has been recorded;
47 amending s. 713.24, F.S.; revising the amount required
48 in addition to the deposit or bond that applies toward
49 attorney fees and court costs; requiring the clerk to
50 make a copy of the deposit or bond used to transfer a

51 | lien to other security and mail it to the lienor;
 52 | making technical changes; repealing s. 713.25, F.S.,
 53 | relating to applicability of ch. 65-456, Laws of
 54 | Florida; amending s. 713.29, F.S.; authorizing
 55 | attorney fees in actions brought to enforce a lien
 56 | that has been transferred to security; making
 57 | technical changes; providing an effective date.
 58 |

59 | Be It Enacted by the Legislature of the State of Florida:
 60 |

61 | Section 1. Paragraph (a) of subsection (2) and subsection
 62 | (7) of section 255.05, Florida Statutes, are amended, and
 63 | subsection (12) is added to that section, to read:

64 | 255.05 Bond of contractor constructing public buildings;
 65 | form; action by claimants.—

66 | (2)(a)1. If a claimant is no longer furnishing labor,
 67 | services, or materials on a project, a contractor or the
 68 | contractor's agent or attorney may elect to shorten the time
 69 | within which an action to enforce any claim against a payment
 70 | bond must be commenced by recording in the clerk's office a
 71 | notice in substantially the following form:
 72 |

73 | NOTICE OF CONTEST OF CLAIM
 74 | AGAINST PAYMENT BOND
 75 |

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

77

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

83

84 DATED on,

85

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

87

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

99

100 2. A claimant, except a laborer, who is not in privity
 with the contractor shall, before commencing or not later than

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101 45 days after commencing to furnish labor, services, or
102 materials for the prosecution of the work, serve the contractor
103 with a written notice that he or she intends to look to the bond
104 for protection. If the payment bond is not recorded before the
105 commencement of work or before the recommencement of work after
106 a default or abandonment and as required by subsection (1), the
107 claimant may serve the contractor with such written notice up to
108 45 days after the date that the claimant is served with a copy
109 of the bond. A claimant who is not in privity with the
110 contractor and who has not received payment for furnishing his
111 or her labor, services, or materials shall serve a written
112 notice of nonpayment on the contractor and a copy of the notice
113 of nonpayment on the surety. The notice of nonpayment must ~~shall~~
114 be under oath and served during the progress of the work or
115 thereafter but may not be served earlier than 45 days after the
116 first furnishing of labor, services, or materials by the
117 claimant or later than 90 days after the final furnishing of the
118 labor, services, or materials by the claimant or, with respect
119 to rental equipment, later than 90 days after the date that the
120 rental equipment was last on the ~~job~~ site of the improvement and
121 available for use. Any notice of nonpayment served by a claimant
122 who is not in privity with the contractor which includes sums
123 for retainage must specify the portion of the amount claimed for
124 retainage. An action for the labor, services, or materials may
125 not be instituted against the contractor or the surety unless

126 the notice to the contractor and notice of nonpayment have been
127 served, if required by this section. Notices required or
128 permitted under this section must be served in accordance with
129 s. 713.18. A claimant may not waive in advance his or her right
130 to bring an action under the bond against the surety. In any
131 action brought to enforce a claim against a payment bond under
132 this section, the prevailing party is entitled to recover a
133 reasonable fee for the services of his or her attorney for trial
134 and appeal or for arbitration, in an amount to be determined by
135 the court or arbitrator, which fee must be taxed as part of the
136 prevailing party's costs, as allowed in equitable actions. The
137 time periods for service of a notice of nonpayment or for
138 bringing an action against a contractor or a surety are ~~shall be~~
139 measured from the last day of furnishing labor, services, or
140 materials by the claimant and may not be measured by other
141 standards, such as the issuance of a certificate of occupancy or
142 the issuance of a certificate of substantial completion. The
143 negligent inclusion or omission of any information in the notice
144 of nonpayment that has not prejudiced the contractor or surety
145 does not constitute a default that operates to defeat an
146 otherwise valid bond claim. A claimant who serves a fraudulent
147 notice of nonpayment forfeits his or her rights under the bond.
148 A notice of nonpayment is fraudulent if the claimant has
149 willfully exaggerated the amount unpaid, willfully included a
150 claim for work not performed or materials not furnished for the

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

162
 163 NOTICE OF NONPAYMENT

164
 165 To: ... (name of contractor and address)...

166
 167 ... (name of surety and address)...

168
 169 The undersigned claimant notifies you that:

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

175 2. Claimant has been paid to date the amount of \$.... for

201 Public)...

202

203 Personally Known OR Produced Identification

204

205 Type of Identification Produced

206 (7) In lieu of the bond required by this section, a
 207 contractor may file with the state, county, city, or other
 208 political authority an alternative form of security in the form
 209 of cash;~~;~~ a money order;~~;~~ a certified check;~~;~~ a cashier's
 210 check;~~;~~ ~~an irrevocable letter of credit,~~ or a corporate bond,
 211 note, or debenture as authorized in s. 625.317 ~~security of a~~
 212 ~~type listed in part II of chapter 625.~~ Any such alternative form
 213 of security is ~~shall be~~ for the same purpose and ~~be~~ subject to
 214 the same conditions as those applicable to the bond required by
 215 this section. The ~~determination of the value of an alternative~~
 216 ~~form of security shall be made by the~~ appropriate state, county,
 217 city, or other political subdivision shall determine the value
 218 of an alternative form of security.

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

221 Section 2. Paragraph (c) of subsection (1) of section
 222 337.18, Florida Statutes, is amended, and subsection (6) is
 223 added to that section, to read:

224 337.18 Surety bonds for construction or maintenance
 225 contracts; requirement with respect to contract award; bond

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226 requirements; defaults; damage assessments.—

227 (1)

228 (c) A claimant, except a laborer, who is not in privity
229 with the contractor shall, before commencing or not later than
230 90 days after commencing to furnish labor, materials, or
231 supplies for the prosecution of the work, furnish the contractor
232 with a notice that he or she intends to look to the bond for
233 protection. A claimant who is not in privity with the contractor
234 and who has not received payment for his or her labor,
235 materials, or supplies shall deliver to the contractor and to
236 the surety written notice of the performance of the labor or
237 delivery of the materials or supplies and of the nonpayment. The
238 notice of nonpayment may be served at any time during the
239 progress of the work or thereafter but not before 45 days after
240 the first furnishing of labor, services, or materials, and not
241 later than 90 days after the final furnishing of the labor,
242 services, or materials by the claimant or, with respect to
243 rental equipment, not later than 90 days after the date that the
244 rental equipment was last on the ~~job~~ site of the improvement and
245 available for use. An action by a claimant, except a laborer,
246 who is not in privity with the contractor for the labor,
247 materials, or supplies may not be instituted against the
248 contractor or the surety unless both notices have been given.
249 Written notices required or permitted under this section must
250 ~~may~~ be served in accordance with ~~any manner provided in s.~~

251 713.18.

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

254 Section 3. Subsections (13) through (29) of section
 255 713.01, Florida Statutes, are renumbered as subsections (14)
 256 through (30), respectively, subsections (4), (8), and (12) are
 257 amended, and a new subsection (13) is added to that section, to
 258 read:

259 713.01 Definitions.—As used in this part, the term:

260 (4) "Clerk's office" means the office of the clerk of the
 261 circuit court of the county, or another office serving as the
 262 county recorder as provided by law, in which the real property
 263 is located.

264 (8) "Contractor" means a person other than a materialman
 265 or laborer who enters into a contract with the owner of real
 266 property for improving it, or who takes over from a contractor
 267 as so defined the entire remaining work under such contract. The
 268 term "contractor" includes an architect, landscape architect, or
 269 engineer who improves real property pursuant to a design-build
 270 contract authorized by s. 489.103(16). The term also includes a
 271 licensed general contractor or building contractor, as those
 272 terms are defined in s. 489.105(3)(a) and (b), respectively, who
 273 provides construction management services, which include
 274 scheduling and coordinating preconstruction and construction
 275 phases for the construction project, or who provides program

276 management services, which include schedule control, cost
 277 control, and coordinating the provision or procurement of
 278 planning, design, and construction for the construction project.

279 (12) "Final furnishing" means the last date that the
 280 lienor furnishes labor, services, or materials. Such date may
 281 not be measured by other standards, such as the issuance of a
 282 certificate of occupancy or the issuance of a certificate of
 283 final completion, and does not include the correction of
 284 deficiencies in the lienor's previously performed work or
 285 materials supplied. With respect to rental equipment, the term
 286 means the date that the rental equipment was last on the ~~job~~
 287 site of the improvement and available for use.

288 (13) "Finance charge" means a contractually specified
 289 additional amount to be paid by the obligor on any balance that
 290 remains unpaid by the due date set forth in the credit agreement
 291 or other contract.

292 Section 4. Section 713.011, Florida Statutes, is created
 293 to read:

294 713.011 Computation of time.—

295 (1) In computing any time period under this part, if the
 296 last day of the time period is a Saturday, Sunday, or holiday
 297 specified in s. 110.117(1), or any day observed as a holiday by
 298 the clerk's office or designated as a holiday by the chief judge
 299 of the circuit, the time period is extended to the end of the
 300 next business day.

301 (2) If the clerk's office is closed in response to an
 302 emergency for 1 or more days so that a person may not present a
 303 document for recording or an action for filing in person with
 304 the clerk's staff, the time period for recording a document or
 305 filing an action with the clerk's office under this part is
 306 tolled. When the clerk's office reopens, the time period is
 307 extended to the end of the business day that equates to the
 308 number of days the clerk's office was closed.

309 Section 5. Paragraph (b) of subsection (2) of section
 310 713.10, Florida Statutes, is amended, and subsection (4) is
 311 added to that section, to read:

312 713.10 Extent of liens.—

313 (2)

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

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

322 2. The terms of the lease expressly prohibit such
 323 liability, and a notice advising that leases for the rental of
 324 premises on a parcel of land prohibit such liability has been
 325 recorded in the official records of the county in which the

326 parcel of land is located before the recording of a notice of
 327 commencement for improvements to the premises, and the notice
 328 includes the following:

329 a. The name of the lessor.

330 b. The legal description of the parcel of land to which
 331 the notice applies.

332 c. The specific language contained in the various leases
 333 prohibiting such liability.

334 d. A statement that all or a majority of the leases
 335 entered into for premises on the parcel of land expressly
 336 prohibit such liability.

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

339
 340 A notice that is consistent with subparagraph 2. effectively
 341 prohibits liens for improvements made by a lessee even if other
 342 leases for premises on the parcel do not expressly prohibit
 343 liens or if provisions of each lease restricting the application
 344 of liens are not identical.

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

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

351 713.13 Notice of commencement.—

352 (1)(a) Except for an improvement that is exempt under
 353 ~~pursuant to~~ s. 713.02(5), an owner or the owner's authorized
 354 agent before actually commencing to improve any real property,
 355 or recommencing completion of any improvement after default or
 356 abandonment, whether or not a project has a payment bond
 357 complying with s. 713.23, shall record a notice of commencement
 358 in the clerk's office and ~~forthwith~~ post either a certified copy
 359 thereof or a notarized statement that the notice of commencement
 360 has been filed for recording along with a copy thereof. The
 361 notice of commencement must ~~shall~~ contain all of the following
 362 information:

363 1. A description sufficient for identification of the real
 364 property to be improved. The description must ~~should~~ include the
 365 legal description of the property and ~~also should include~~ the
 366 street address and tax folio number of the property if available
 367 or, if the ~~there is no~~ street address is not available, such
 368 additional information as will describe the physical location of
 369 the real property to be improved.

370 2. A general description of the improvement.

371 3. The name and address of the owner, the owner's interest
 372 in the site of the improvement, and the name and address of the
 373 fee simple titleholder, if other than such owner. A lessee who
 374 contracts for the improvements is an owner as defined in s.
 375 713.01 ~~under s. 713.01(23)~~ and must be listed as the owner

376 together with a statement that the ownership interest is a
 377 leasehold interest.

378 4. The name and address of the contractor.

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

381 6. The name and address of any person making a loan for
 382 the construction of the improvements.

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

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

390
 391 Permit No..... Tax Folio No.....

392 NOTICE OF COMMENCEMENT

393 State of....

394 County of....

395
 396 The undersigned hereby gives notice that improvement will be
 397 made to certain real property, and in accordance with Chapter
 398 713, Florida Statutes, the following information is provided in
 399 this Notice of Commencement.

400 1. Description of property: ... (legal description of the

401 property, and street address if available)....

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

403 3. Owner information or Lessee information if the Lessee

404 contracted for the improvement:

405 a. Name and address:.....

406 b. Interest in property:.....

407 c. Name and address of fee simple titleholder (if

408 different from Owner listed above):.....

409 4.a. Contractor: ...(name and address)....

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

411 5. Surety (if applicable, a copy of the payment bond is

412 attached):

413 a. Name and address:.....

414 b. Phone number:.....

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

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

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

418 7. Persons within the State of Florida designated by Owner

419 upon whom notices or other documents may be served as provided

420 by Section 713.13(1)(a)7., Florida Statutes:

421 a. Name and address:.....

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

423 8.a. In addition to himself or herself, Owner designates

424 of to receive a copy of the Lienor's

425 Notice as provided in Section 713.13(1)(b), Florida Statutes.

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

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

431
432 WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE
433 EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER
434 PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA
435 STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS
436 TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND
437 POSTED ON THE ~~JOB~~ SITE OF THE IMPROVEMENT BEFORE THE FIRST
438 INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR
439 LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR
440 NOTICE OF COMMENCEMENT.

441
442 ...(Signature of Owner or Lessee, or Owner's or Lessee's
443 Authorized Officer/Director/Partner/Manager)...

444
445 ...(Signatory's Title/Office)...

446
447 The foregoing instrument was acknowledged before me by means of
448 physical presence or sworn to (or affirmed) by online
449 notarization this day of, ...(year)...., by ...(name of
450 person)... as ...(type of authority, . . . e.g. officer,

451 trustee, attorney in fact)... for ...(name of party on behalf of
 452 whom instrument was executed)....

453

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

455

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

457

458 Personally Known OR Produced Identification

459

460 Type of Identification Produced.....

461 Section 7. Subsections (1), (3), and (4) of section
 462 713.132, Florida Statutes, are amended to read:

463 713.132 Notice of termination.-

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

468 (a) The same information that is in ~~as~~ the notice of
 469 commencement .~~†~~

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

473 (c) A statement of the date as of which the notice of
 474 commencement is terminated, which date may not be earlier than
 475 30 days after the notice of termination is recorded .~~†~~

476 (d) A statement specifying that the notice applies to all
 477 the real property subject to the notice of commencement or
 478 specifying the portion of such real property to which it
 479 applies.~~†~~

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

482 (f) A statement that the owner has, before recording the
 483 notice of termination, served a copy of the notice of
 484 termination ~~on the contractor and~~ on each lienor who has a
 485 direct contract with the owner or who has timely served a notice
 486 to owner, and a statement that the owner will serve a copy of
 487 the notice of termination on each lienor who timely serves a
 488 notice to owner after the notice of termination has been
 489 recorded. The owner is not required to serve a copy of the
 490 notice of termination on any lienor who has executed a waiver
 491 and release of lien upon final payment in accordance with s.
 492 713.20.

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

497 (4) If an owner or a contractor, by fraud or collusion,
 498 knowingly makes any fraudulent statement or affidavit in a
 499 notice of termination or any accompanying affidavit, the owner
 500 and the contractor, or either of them, ~~as the case may be,~~ is

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501 liable to any lienor who suffers damages as a result of the
502 filing of the fraudulent notice of termination, ~~and any such~~
503 lienor has a right of action for damages ~~occasioned thereby.~~

504 (5)(4) A notice of termination must be served on each
505 lienor who has a direct contract with the owner and on each
506 lienor who has timely and properly served a notice to owner in
507 accordance with this part before the recording of the notice of
508 termination. A notice of termination must be recorded in the
509 official records of the county in which the improvement is
510 located. If properly served before recording in accordance with
511 this subsection, the notice of termination terminates the period
512 of effectiveness of the notice of commencement 30 days after the
513 notice of termination is recorded in the official records ~~is~~
514 ~~effective to terminate the notice of commencement at the later~~
515 ~~of 30 days after recording of the notice of termination or a~~
516 later ~~the~~ date stated in the notice of termination as the date
517 on which the notice of commencement is terminated. However, if a
518 lienor who began work under the notice of commencement before
519 its termination lacks a direct contract with the owner and
520 timely serves his or her notice to owner after the notice of
521 termination has been recorded, the owner must serve a copy of
522 the notice of termination upon such lienor, and the termination
523 of the notice of commencement as to that lienor is effective 30
524 days after service of the notice of termination, ~~if the notice~~
525 ~~of termination has been served pursuant to paragraph (1)(f) on~~

526 ~~the contractor and on each lienor who has a direct contract with~~
 527 ~~the owner or who has served a notice to owner.~~

528 Section 8. Subsections (1) and (3) of section 713.135,
 529 Florida Statutes, are amended to read:

530 713.135 Notice of commencement and applicability of lien.—

531 (1) When a ~~any~~ person applies for a building permit, the
 532 authority issuing such permit shall:

533 (a) Print on the face of each permit card in no less than
 534 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR
 535 FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR
 536 PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF
 537 COMMENCEMENT MUST BE RECORDED AND POSTED ON THE ~~JOB~~ SITE OF THE
 538 IMPROVEMENT BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN
 539 FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE
 540 RECORDING YOUR NOTICE OF COMMENCEMENT."

541 (b) Provide the applicant and the owner of the real
 542 property upon which improvements are to be constructed with a
 543 printed statement stating that the right, title, and interest of
 544 the person who has contracted for the improvement may be subject
 545 to attachment under the Construction Lien Law. The Department of
 546 Business and Professional Regulation shall furnish, for
 547 distribution, the statement described in this paragraph, and the
 548 statement must be a summary of the Construction Lien Law and
 549 must include an explanation of the provisions of the
 550 Construction Lien Law relating to the recording, and the posting

551 of copies, of notices of commencement and a statement
552 encouraging the owner to record a notice of commencement and
553 post a copy of the notice of commencement in accordance with s.
554 713.13. The statement must also contain an explanation of the
555 owner's rights if a lienor fails to furnish the owner with a
556 notice as provided in s. 713.06(2) and an explanation of the
557 owner's rights as provided in s. 713.22. The authority that
558 issues the building permit must obtain from the Department of
559 Business and Professional Regulation the statement required by
560 this paragraph and must mail, deliver by electronic mail or
561 other electronic format or facsimile, or personally deliver that
562 statement to the owner or, in a case in which the owner is
563 required to personally appear to obtain the permit, provide that
564 statement to any owner making improvements to real property
565 consisting of a single or multiple family dwelling up to and
566 including four units. However, the failure by the authorities to
567 provide the summary does not subject the issuing authority to
568 liability.

569 (c) In addition to providing the owner with the statement
570 as required by paragraph (b), inform each applicant who is not
571 the person whose right, title, and interest is subject to
572 attachment that, as a condition to the issuance of a building
573 permit, the applicant must promise in good faith that the
574 statement will be delivered to the person whose property is
575 subject to attachment.

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

578 (e) Require ~~If the direct contract is greater than \$2,500,~~
 579 the applicant ~~to shall~~ file with the issuing authority before
 580 ~~prior to~~ the first inspection ~~either a certified copy of the~~
 581 ~~recorded~~ notice of commencement if the direct contract is
 582 greater than \$2,500. For purposes of this paragraph, the term
 583 "copy of the notice of commencement" means a certified copy of
 584 the recorded notice of commencement, ~~or~~ a notarized statement
 585 that the notice of commencement has been filed for recording,
 586 along with a copy thereof, or the clerk's office's official
 587 records identifying information that includes the instrument
 588 number for the notice of commencement or the number and page of
 589 book where the notice of commencement is recorded, as identified
 590 by the clerk.

591 1. In the absence of the filing of a ~~certified~~ copy of the
 592 ~~recorded~~ notice of commencement, the issuing authority or a
 593 private provider performing inspection services may not perform
 594 or approve subsequent inspections until the applicant files by
 595 mail, facsimile, hand delivery, or any other means such
 596 ~~certified~~ copy with the issuing authority.

597 2. The ~~certified~~ copy of the notice of commencement must
 598 contain the name and address of the owner, the name and address
 599 of the contractor, and the location or address of the property
 600 being improved. The issuing authority shall verify that the name

601 and address of the owner, the name of the contractor, and the
602 location or address of the property being improved which is
603 contained in the ~~certified~~ copy of the notice of commencement is
604 consistent with the information in the building permit
605 application.

606 3. The issuing authority shall provide the recording
607 information on the ~~certified~~ copy of the ~~recorded~~ notice of
608 commencement to any person upon request.

609 4. This paragraph ~~subsection~~ does not require the
610 recording of a notice of commencement before ~~prior to~~ the
611 issuance of a building permit. If a local government requires a
612 separate permit or inspection for installation of temporary
613 electrical service or other temporary utility service, land
614 clearing, or other preliminary site work, such permits may be
615 issued and such inspections may be conducted without providing
616 the issuing authority with a ~~certified~~ copy of the ~~a recorded~~
617 notice of commencement ~~or a notarized statement regarding a~~
618 ~~recorded notice of commencement. This subsection does not apply~~
619 ~~to a direct contract to repair or replace an existing heating or~~
620 ~~air-conditioning system in an amount less than \$15,000.~~

621 (f)-(e) Not require that a notice of commencement be
622 recorded as a condition of the application for, or processing or
623 issuance of, a building permit. However, this paragraph does not
624 modify or waive the inspection requirements set forth in this
625 subsection.

626
 627 This subsection does not apply to a direct contract to repair or
 628 replace an existing heating or air-conditioning system in an
 629 amount less than \$15,000.

630 (3) An issuing authority under subsection (1) is not
 631 liable in any civil action for the failure to verify that a
 632 certified copy of the recorded notice of commencement, a
 633 notarized statement that the notice of commencement has been
 634 filed for recording along with a copy thereof, or the clerk's
 635 office's official records identifying information that includes
 636 the instrument number for the notice of commencement or the
 637 number and page of book where the notice of commencement is
 638 recorded, as identified by the clerk, has been filed in
 639 accordance with this section.

640 Section 9. Section 713.18, Florida Statutes, is amended to
 641 read:

642 713.18 Manner of serving documents ~~notices and other~~
 643 ~~instruments.~~-

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

650 (a) By hand ~~actual~~ delivery to the person to be served; if

651 a partnership, to one of the partners; if a corporation, to an
652 officer ~~or~~, director, ~~managing agent, or business agent; or~~, if
653 a limited liability company, to a member or manager; or to an
654 employee or agent authorized by the partnership, corporation, or
655 limited liability company to receive service of such document.

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

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

663 (2) Notwithstanding subsection (1), service of a notice to
664 owner or a preliminary notice to contractor under this part, s.
665 255.05, or s. 337.18, or s. 713.23 is effective as of the date
666 of mailing and the requirements for service under this section
667 have been satisfied if all of the following requirements have
668 been met:

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

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

675 (c)1. The person who served the notice maintains a

676 registered or certified mail log that shows the registered or
 677 certified mail number issued by the United States Postal
 678 Service, the name and address of the person served, and the date
 679 stamp of the United States Postal Service confirming the date of
 680 mailing; or

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

686 (3) (a) Notwithstanding subsection (1), service of a
 687 document under ~~an instrument pursuant to~~ this section is
 688 effective on the date of mailing or shipping, and the
 689 requirements for service under this section have been satisfied,
 690 ~~the instrument~~ if the document meets both of the following
 691 requirements ~~it:~~

692 1. It is sent to the last address shown in the notice of
 693 commencement or any amendment thereto or, in the absence of a
 694 notice of commencement, to the last address shown in the
 695 building permit application, or to the last known address of the
 696 person to be served. ~~;~~ ~~and~~

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

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

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

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

715 713.21 Discharge of lien.—A lien properly perfected under
 716 this chapter may be discharged, or released in whole or in part,
 717 by any of the following methods:

718 (1) By entering satisfaction of the lien upon the margin
 719 of the record thereof in the clerk's office when not otherwise
 720 prohibited by law. This satisfaction must ~~shall~~ be signed by the
 721 lienor or, the lienor's agent or attorney and attested by said
 722 clerk. Any person who executes a claim of lien has ~~shall have~~
 723 authority to execute a satisfaction in the absence of actual
 724 notice of lack of authority to any person relying on the same.

725 (2) By the satisfaction or release of the lienor, duly

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726 acknowledged and recorded in the clerk's office. The
727 satisfaction or release must include the lienor's notarized
728 signature and set forth the official records' reference number
729 and recording date affixed by the recording office on the
730 subject lien. Any person who executes a claim of lien ~~has shall~~
731 ~~have~~ authority to execute a satisfaction or release in the
732 absence of actual notice of lack of authority to any person
733 relying on the same.

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

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

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

749 Section 11. Subsection (2) of section 713.22, Florida
750 Statutes, is amended to read:

751 713.22 Duration of lien.—

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

757 NOTICE OF CONTEST OF LIEN

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

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

765 Signed: ... (Owner or Attorney) ...

766 The lien of any lienor upon whom such notice is served and who
 767 fails to institute a suit to enforce his or her lien within 60
 768 days after service of such notice is shall be extinguished
 769 automatically. The clerk shall serve, in accordance with s.
 770 713.18, a copy of the notice of contest on to the lienor ~~lien~~
 771 ~~claimant~~ at the address shown in the claim of lien or most
 772 recent amendment thereto and shall certify to such service and
 773 the date of service on the face of the notice and record the
 774 notice. After the clerk records the notice with the certificate
 775 of service, the clerk shall serve, in accordance with s. 713.18,

776 a copy of such recorded notice on the lienor and the owner or
 777 the owner's attorney.

778 Section 12. Paragraphs (d) and (e) of subsection (1) of
 779 section 713.23, Florida Statutes, are amended to read:

780 713.23 Payment bond.—

781 (1)

782 (d) In addition, a lienor who has not received payment for
 783 furnishing his or her labor, services, or materials must, as a
 784 condition precedent to recovery under the bond, serve a written
 785 notice of nonpayment on ~~to~~ the contractor and a copy of the
 786 notice of nonpayment on the surety. The notice of nonpayment
 787 must be under oath and served during the progress of the work or
 788 thereafter, but may not be served later than 90 days after the
 789 final furnishing of labor, services, or materials by the lienor,
 790 or, with respect to rental equipment, later than 90 days after
 791 the date the rental equipment was on the ~~job~~ site of the
 792 improvement and available for use. A notice of nonpayment that
 793 includes sums for retainage must specify the portion of the
 794 amount claimed for retainage. The required notice satisfies this
 795 condition precedent with respect to the payment described in the
 796 notice of nonpayment, including unpaid finance charges due under
 797 the lienor's contract, and with respect to any other payments
 798 which become due to the lienor after the date of the notice of
 799 nonpayment. The time period for serving a notice of nonpayment
 800 is ~~shall be~~ measured from the last day of furnishing labor,

801 services, or materials by the lienor and may not be measured by
802 other standards, such as the issuance of a certificate of
803 occupancy or the issuance of a certificate of substantial
804 completion. The failure of a lienor to receive retainage sums
805 not in excess of 10 percent of the value of labor, services, or
806 materials furnished by the lienor is not considered a nonpayment
807 requiring the service of the notice provided under this
808 paragraph. If the payment bond is not recorded before
809 commencement of construction, the time period for the lienor to
810 serve a notice of nonpayment may, at the option of the lienor,
811 be calculated from the date specified in this section or the
812 date the lienor is served a copy of the bond. However, the
813 limitation period for commencement of an action on the payment
814 bond as established in paragraph (e) may not be expanded. The
815 negligent inclusion or omission of any information in the notice
816 of nonpayment that has not prejudiced the contractor or surety
817 does not constitute a default that operates to defeat an
818 otherwise valid bond claim. A lienor who serves a fraudulent
819 notice of nonpayment forfeits his or her rights under the bond.
820 A notice of nonpayment is fraudulent if the lienor has willfully
821 exaggerated the amount unpaid, willfully included a claim for
822 work not performed or materials not furnished for the subject
823 improvement, or prepared the notice with such willful and gross
824 negligence as to amount to a willful exaggeration. However, a
825 minor mistake or error in a notice of nonpayment, or a good

826 | faith dispute as to the amount unpaid, does not constitute a
 827 | willful exaggeration that operates to defeat an otherwise valid
 828 | claim against the bond. The service of a fraudulent notice of
 829 | nonpayment is a complete defense to the lienor's claim against
 830 | the bond. The notice under this paragraph must include the
 831 | following information, current as of the date of the notice, and
 832 | must be in substantially the following form:

833 |
 834 | NOTICE OF NONPAYMENT
 835 |

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

837 |
 838 | ...(name of surety and address)...

839 |
 840 | The undersigned lienor notifies you that:

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

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

849 | 3. The lienor expects to furnish ...(describe labor,
 850 | services, or materials)... for this improvement in the future

851 (if known), and the corresponding amount expected to become due
852 is \$.... (if known).

853
854 I declare that I have read the foregoing Notice of Nonpayment
855 and that the facts stated in it are true to the best of my
856 knowledge and belief.

857
858 DATED on,

859
860 ... (signature and address of lienor)...

861
862 STATE OF FLORIDA
863 COUNTY OF.....

864
865 The foregoing instrument was sworn to (or affirmed) and
866 subscribed before me by means of physical presence or sworn to
867 (or affirmed) by online notarization this day of,
868 ...(year)..., by ... (name of signatory)....

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

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

872
873 Personally Known OR Produced Identification

874
875 Type of Identification Produced

876 (e) An action for the labor, ~~or~~ materials, or supplies may
 877 not be instituted or prosecuted against the contractor or surety
 878 unless both notices have been given, if required by this
 879 section. An action must ~~may not~~ be instituted or prosecuted
 880 against the contractor or against the surety on the bond under
 881 this section within ~~after~~ 1 year after ~~from~~ the performance of
 882 the labor or completion of delivery of the materials and
 883 supplies. The time period for bringing an action against the
 884 contractor or surety on the bond is ~~shall be~~ measured from the
 885 last day of furnishing labor, services, or materials by the
 886 lienor. The time period may not be measured by other standards,
 887 such as the issuance of a certificate of occupancy or the
 888 issuance of a certificate of substantial completion. A
 889 contractor or the contractor's attorney may elect to shorten the
 890 time within which an action to enforce any claim against a
 891 payment bond provided under this section or s. 713.245 must be
 892 commenced at any time after a notice of nonpayment, if required,
 893 has been served for the claim by recording in the clerk's office
 894 a notice in substantially the following form:

NOTICE OF CONTEST OF CLAIM
 AGAINST PAYMENT BOND

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

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

901 to enforce your claim is limited to 60 days after ~~from~~ the date
 902 of service of this notice.

903 DATED on,

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

905 The claim of any lienor upon whom the notice is served and who
 906 fails to institute a suit to enforce his or her claim against
 907 the payment bond within 60 days after service of the notice is
 908 ~~shall be~~ extinguished automatically. The contractor or the
 909 contractor's attorney shall serve, in accordance with s. 713.18,
 910 a copy of the notice of contest to the lienor at the address
 911 shown in the notice of nonpayment or most recent amendment
 912 thereto and shall certify to such service on the face of the
 913 notice and record the notice. After the clerk records the notice
 914 with the certificate of service, the clerk shall serve, in
 915 accordance with s. 713.18, a copy of such recorded notice on the
 916 lienor and the contractor or the contractor's attorney.

917 Section 13. Subsections (1) and (3) of section 713.24,
 918 Florida Statutes, are amended to read:

919 713.24 Transfer of liens to security.—

920 (1) Any lien claimed under this part may be transferred,
 921 by any person having an interest in the real property upon which
 922 the lien is imposed or the contract under which the lien is
 923 claimed, from such real property to other security by ~~either~~:

924 (a) Depositing in the clerk's office a sum of money; ~~or~~

925 (b) Filing in the clerk's office a bond executed as surety

926 | by a surety insurer licensed to do business in this state,
 927 |
 928 | ~~either to be~~ in an amount equal to the amount demanded in such
 929 | claim of lien, plus interest thereon at the legal rate for 3
 930 | years, plus \$5,000 ~~\$1,000~~ or 25 percent of the amount demanded
 931 | in the claim of lien, whichever is greater, to apply on any
 932 | attorney ~~attorney's~~ fees and court costs that may be taxed in
 933 | any proceeding to enforce said lien. Such deposit or bond must
 934 | ~~shall~~ be conditioned to pay any judgment or decree which may be
 935 | rendered for the satisfaction of the lien for which such claim
 936 | of lien was recorded. Upon making such deposit or filing such
 937 | bond, the clerk shall make and record a certificate, which must
 938 | include a copy of the deposit or bond used to transfer, showing
 939 | the transfer of the lien from the real property to the security
 940 | and shall mail a copy thereof together with a copy of the
 941 | deposit or bond used to transfer by registered or certified mail
 942 | to the lienor named in the claim of lien so transferred, at the
 943 | address stated therein. Upon filing the certificate of transfer,
 944 | the real property is ~~shall thereupon be~~ released from the lien
 945 | claimed, and such lien is ~~shall be~~ transferred to said security.
 946 | In the absence of allegations of privity between the lienor and
 947 | the owner, and subject to any order of the court increasing the
 948 | amount required for the lien transfer deposit or bond, no other
 949 | judgment or decree to pay money may be entered by the court
 950 | against the owner. The clerk is ~~shall be~~ entitled to a service

951 charge for making and serving the certificate, in the amount of
 952 up to \$20, from which the clerk shall remit \$5 to the Department
 953 of Revenue for deposit into the General Revenue Fund. If the
 954 transaction involves the transfer of multiple liens, the clerk
 955 shall charge an additional service charge of up to \$10 for each
 956 additional lien ~~shall be charged~~, from which the clerk shall
 957 remit \$2.50 to the Department of Revenue for deposit into the
 958 General Revenue Fund. For recording the certificate and
 959 approving the bond, the clerk shall receive her or his usual
 960 statutory service charges as prescribed in s. 28.24. Any number
 961 of liens may be transferred to one such security.

962 (3) Any party having an interest in such security or the
 963 property from which the lien was transferred may at any time,
 964 and any number of times, file a complaint in chancery in the
 965 circuit court of the county where such security is deposited, or
 966 file a motion in a pending action to enforce a lien, for an
 967 order to require additional security, reduction of security,
 968 change or substitution of sureties, payment of discharge
 969 thereof, or any other matter affecting said security. If the
 970 court finds that the amount of the deposit or bond in excess of
 971 the amount claimed in the claim of lien is insufficient to pay
 972 the lienor's attorney ~~attorney's~~ fees and court costs incurred
 973 in the action to enforce the lien, the court must increase the
 974 amount of the cash deposit or lien transfer bond. ~~Nothing in~~
 975 This section may not ~~shall~~ be construed to vest exclusive

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976 jurisdiction in the circuit courts over transfer bond claims for
977 nonpayment of an amount within the monetary jurisdiction of the
978 county courts.

979 Section 14. Section 713.25, Florida Statutes, is repealed.

980 Section 15. Section 713.29, Florida Statutes, is amended
981 to read:

982 713.29 Attorney ~~Attorney's~~ fees.—In any action brought to
983 enforce a lien, including a lien that has been transferred to
984 security, or to enforce a claim against a bond under this part,
985 the prevailing party is entitled to recover a reasonable fee for
986 the services of her or his attorney for trial and appeal or for
987 arbitration, in an amount to be determined by the court, which
988 fee must be taxed as part of the prevailing party's costs, as
989 allowed in equitable actions.

990 Section 16. This act shall take effect July 1, 2023.