

1   A bill to be entitled  
2           An act relating to liens and bonds; amending s.  
3           255.05, F.S.; requiring the clerk to serve a copy of a  
4           notice of contest of claim on certain persons after it  
5           has been recorded; revising when a notice of contest  
6           of claim against a payment bond must be served;  
7           requiring that a copy of a notice of nonpayment be  
8           served on the surety; revising the process for  
9           notarizing a notice of nonpayment; revising authorized  
10          alternative forms of security; requiring service of  
11          documents to be made in a specified manner; conforming  
12          provisions to changes made by the act; making  
13          technical changes; amending s. 337.18, F.S.; requiring  
14          service of documents to be made in a specified manner;  
15          conforming provisions to changes made by the act;  
16          amending s. 713.01, F.S.; revising and providing  
17          definitions; creating s. 713.011, F.S.; providing for  
18          the computation of time when certain time periods fall  
19          on specified days or during an emergency; amending s.  
20          713.10, F.S.; revising the extent of certain liens;  
21          amending s. 713.13, F.S.; conforming a cross-  
22          reference; revising the process for notarizing a  
23          notice of commencement; making technical changes;  
24          amending s. 713.132, F.S.; revising requirements for a  
25          notice of termination; revising when an owner may

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 |

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, in accordance with s. 713.18, a copy of such  
 98 recorded notice on the claimant and the contractor or the  
 99 contractor's attorney.

100 2. A claimant, except a laborer, who is not in privity

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

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

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

163  
 164 NOTICE OF NONPAYMENT

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

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

169  
 170 The undersigned claimant notifies you that:

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

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

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

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

187  
188 DATED on ....., .....

189  
190 .....(signature and address of claimant)...

191  
192 STATE OF FLORIDA  
193 COUNTY OF .....

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

199  
200 ...(Signature of Notary Public - State of Florida)...



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

203  
 204 Personally Known ..... OR Produced Identification .....

205  
 206 Type of Identification Produced

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

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

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

225           337.18 Surety bonds for construction or maintenance

226 | contracts; requirement with respect to contract award; bond  
 227 | requirements; defaults; damage assessments.—  
 228 |       (1)  
 229 |       (c) A claimant, except a laborer, who is not in privity  
 230 | with the contractor shall, before commencing or not later than  
 231 | 90 days after commencing to furnish labor, materials, or  
 232 | supplies for the prosecution of the work, furnish the contractor  
 233 | with a notice that he or she intends to look to the bond for  
 234 | protection. A claimant who is not in privity with the contractor  
 235 | and who has not received payment for his or her labor,  
 236 | materials, or supplies shall deliver to the contractor and to  
 237 | the surety written notice of the performance of the labor or  
 238 | delivery of the materials or supplies and of the nonpayment. The  
 239 | notice of nonpayment may be served at any time during the  
 240 | progress of the work or thereafter but not before 45 days after  
 241 | the first furnishing of labor, services, or materials, and not  
 242 | later than 90 days after the final furnishing of the labor,  
 243 | services, or materials by the claimant or, with respect to  
 244 | rental equipment, not later than 90 days after the date that the  
 245 | rental equipment was last on the ~~job~~ site of the improvement and  
 246 | available for use. An action by a claimant, except a laborer,  
 247 | who is not in privity with the contractor for the labor,  
 248 | materials, or supplies may not be instituted against the  
 249 | contractor or the surety unless both notices have been given.  
 250 | Written notices required or permitted under this section must

251 ~~may~~ be served in accordance with ~~any manner provided in~~ s.  
 252 713.18.

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

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

260 713.01 Definitions.—As used in this part, the term:

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

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

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

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

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

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

295 713.011 Computation of time.—

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

301 next business day.

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

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

526 ~~pursuant to paragraph (1) (f) on the contractor and on each~~  
527 ~~lienor who has a direct contract with the owner or who has~~  
528 ~~served a notice to owner.~~

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

531 713.135 Notice of commencement and applicability of lien.—

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

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

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

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

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

576 subject to attachment.

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

579 (e) Require ~~If the direct contract is greater than \$2,500,~~  
580 the applicant to shall file with the issuing authority before  
581 ~~prior to~~ the first inspection ~~either a certified~~ copy of the  
582 ~~recorded~~ notice of commencement if the direct contract is  
583 greater than \$7,500. For purposes of this paragraph, the term  
584 "copy of the notice of commencement" means a certified copy of  
585 the recorded notice of commencement, or a notarized statement  
586 that the notice of commencement has been filed for recording,  
587 along with a copy thereof, or the clerk's office's official  
588 records identifying information that includes the instrument  
589 number for the notice of commencement or the number and page of  
590 book where the notice of commencement is recorded, as identified  
591 by the clerk.

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

598 2. The ~~certified~~ copy of the notice of commencement must  
599 contain the name and address of the owner, the name and address  
600 of the contractor, and the location or address of the property



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

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

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

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

626 subsection.

627

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

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

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

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

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

651 (a) By hand ~~actual~~ delivery to the person to be served; if  
 652 a partnership, to one of the partners; if a corporation, to an  
 653 officer or, ~~director, managing agent, or business agent; or~~, if  
 654 a limited liability company, to a member or manager; or to an  
 655 employee or agent authorized by the partnership, corporation, or  
 656 limited liability company to receive service of such document.

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

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

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

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

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

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

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

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

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

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

701 ~~item.~~

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

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

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

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

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

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

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

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

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

750           Section 11. Subsection (2) of section 713.22, Florida

751 Statutes, is amended to read:

752 713.22 Duration of lien.—

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

758 NOTICE OF CONTEST OF LIEN

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

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

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

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

776 of service, the clerk shall serve, in accordance with s. 713.18,  
 777 a copy of such recorded notice on the lienor and the owner or  
 778 the owner's attorney.

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

781 713.23 Payment bond.—

782 (1)

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



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

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

834 |  
 835 | NOTICE OF NONPAYMENT  
 836 |

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

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

840 |  
 841 | The undersigned lienor notifies you that:

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

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

850 | 3. The lienor expects to furnish ...(describe labor,

851 services, or materials)... for this improvement in the future  
852 (if known), and the corresponding amount expected to become due  
853 is \$.... (if known).

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

858  
859 DATED on ....., .....

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

862  
863 STATE OF FLORIDA  
864 COUNTY OF.....

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

870 ...(Signature of Notary Public - State of Florida)..  
871 ...(Print, Type, or Stamp Commissioned Name of Notary  
872 Public)...

873  
874 Personally Known ..... OR Produced Identification .....

875

876 | Type of Identification Produced

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

896 |                               NOTICE OF CONTEST OF CLAIM  
 897 |                               AGAINST PAYMENT BOND

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

899 |       You are notified that the undersigned contests your notice  
 900 | of nonpayment, dated ....., ....., and served on the undersigned

901 on . . . . , . . . . , and that the time within which you may file suit  
 902 to enforce your claim is limited to 60 days after ~~from~~ the date  
 903 of service of this notice.

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

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

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

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

920 713.24 Transfer of liens to security.—

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

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

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

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

963 (3) Any party having an interest in such security or the  
 964 property from which the lien was transferred may at any time,  
 965 and any number of times, file a complaint in chancery in the  
 966 circuit court of the county where such security is deposited, or  
 967 file a motion in a pending action to enforce a lien, for an  
 968 order to require additional security, reduction of security,  
 969 change or substitution of sureties, payment of discharge  
 970 thereof, or any other matter affecting said security. If the  
 971 court finds that the amount of the deposit or bond in excess of  
 972 the amount claimed in the claim of lien is insufficient to pay  
 973 the lienor's attorney ~~attorney's~~ fees and court costs incurred  
 974 in the action to enforce the lien, the court must increase the  
 975 amount of the cash deposit or lien transfer bond. ~~Nothing in~~

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976 This section may not ~~shall~~ be construed to vest exclusive  
977 jurisdiction in the circuit courts over transfer bond claims for  
978 nonpayment of an amount within the monetary jurisdiction of the  
979 county courts.

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

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

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

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