1 A bill to be entitled 2 An act relating to construction liens and bonds; 3 amending s. 255.05, F.S.; requiring, rather than 4 authorizing, a specified waiver to be in a certain 5 form; authorizing a claimant to condition a waiver on 6 the receipt of funds; providing that certain waivers 7 are unenforceable; amending s. 713.015, F.S.; revising 8 the notice a contractor must provide to an owner of 9 certain real property if the direct contract between 10 the owner and contractor is more than a specified 11 amount; amending s. 713.03, F.S.; providing that a 12 person may not have a lien on improved real property if the contractor was paid in full under the direct 13 14 contract; amending s. 713.06, F.S.; providing that a 15 person may not have a lien on improved real property 16 if the contractor was paid in full under the direct contract; revising the notice that certain lienors 17 must provide to an owner of real property before 18 perfecting a lien and recording a claim of lien; 19 amending s. 713.20, F.S.; requiring, rather than 20 21 authorizing, a specified waiver to be in a certain 22 form; authorizing a claimant to condition a waiver on 23 the receipt of funds; providing that certain waivers 24 are unenforceable; providing an effective date. 25

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26	Be It Enacted by the Legislature of the State of Florida:													
27														
28	Section 1. Paragraphs (b) through (f) of subsection (2) of													
29	section 255.05, Florida Statutes, are amended to read:													
30	255.05 Bond of contractor constructing public buildings;													
31	form; action by claimants													
32	(2)													
33	(b) When a person is required to execute a waiver of his													
34	or her right to make a claim against the payment bond in													
35	exchange for, or to induce payment of, a progress payment, the													
36	waiver <u>must</u> may be in substantially the following form:													
37	WAIVER OF RIGHT TO CLAIM													
38	AGAINST THE PAYMENT BOND													
39	(PROGRESS PAYMENT)													
40	The undersigned, in consideration of the sum of $\$\ldots$,													
41	hereby waives its right to claim against the payment bond for													
42	labor, services, or materials furnished through(insert													
43	date) to(insert the name of your customer) on the job													
44	of(insert the name of the owner), for improvements to the													
45	following described project:													
46	(description of project)													
47	This waiver does not cover any retention or any labor, services,													
48	or materials furnished after the date specified.													
49	DATED ON,													
50	(Claimant)													

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By:.... When a person is required to execute a waiver of his (C) or her right to make a claim against the payment bond, in exchange for, or to induce payment of, the final payment, the waiver must may be in substantially the following form: WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT) The undersigned, in consideration of the final payment in the amount of \$...., hereby waives its right to claim against the payment bond for labor, services, or materials furnished to ... (insert the name of your customer) ... on the job of ... (insert the name of the owner) ..., for improvements to the following described project: (description of project) DATED ON, (Claimant) ... By:.... A person may not require a claimant to furnish a (d) waiver that is different from the forms in paragraphs (b) and (C). A claimant who executes a waiver in exchange for a (e) payment check may condition the waiver on the receipt of funds payment of the check. (f) A waiver that is not substantially similar to the Page 3 of 11

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76 forms in this subsection is unenforceable enforceable in accordance with its terms. 77 78 Section 2. Subsection (1) of section 713.015, Florida 79 Statutes, is amended to read: 80 713.015 Mandatory provisions for direct contracts.-81 Any direct contract greater than \$2,500 between an (1)82 owner and a contractor, related to improvements to real property 83 consisting of single or multiple family dwellings up to and including four units, must contain the following notice 84 85 provision printed in no less than 12-point, capitalized, 86 boldfaced type on the front page of the contract or on a 87 separate page, signed by the owner and dated: 88 ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-89 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES FOR YOUR PROJECT AND ARE NOT PAID 90 91 IN FULL FOR SUCH WORK, MATERIALS, OR SERVICES MAY HAVE A RIGHT 92 TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY USING-93 THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. SPECIFICALLY, IF YOU 94 FAIL TO PAY IF YOUR CONTRACTOR THEN YOUR CONTRACTOR AND CERTAIN 95 OTHER PERSONS WORKING UNDER YOUR CONTRACTOR WHO ARE OWED MONEY 96 FOR THE WORK, MATERIALS, OR SERVICES THEY PROVIDED FOR YOUR 97 PROJECT MAY PLACE OR A SUBCONTRACTOR FAILS TO PAY 98 SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE 99 PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU 100

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101 FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A 102 LIEN ON YOUR PROPERTY TO SECURE PAYMENTS OWED. THIS MEANS IF A 103 LIEN IS FILED ON YOUR PROPERTY, YOUR PROPERTY COULD BE SOLD 104 AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES 105 FOR WHICH YOU THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE 106 FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD PROTECT YOURSELF 107 BY STIPULATING STIPULATE IN THIS CONTRACT THAT BEFORE ANY 108 PAYMENT IS MADE, YOUR CONTRACTOR MUST IS REQUIRED TO PROVIDE YOU 109 WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT 110 HAS PROVIDED TO YOU WITH A "NOTICE TO OWNER." FLORIDA'S 111 CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU 112 CONSULT AN ATTORNEY.

Section 3. Subsection (1) of section 713.03, Florida Statutes, is amended to read:

115

713.03 Liens for professional services.-

116 (1)Any person who performs services as architect, 117 landscape architect, interior designer, engineer, or surveyor 118 and mapper, subject to compliance with and the limitations imposed by this part, has a lien on the real property improved 119 for any money that is owing to him or her for his or her 120 121 services used in connection with improving the real property or for his or her services in supervising any portion of the work 122 of improving the real property, rendered in accordance with his 123 124 or her contract and with the direct contract. Notwithstanding the foregoing, a person may not have a lien on the real property 125

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126	improved if the contactor received payment in full for all
127	moneys owed to date under the direct contract.
128	Section 4. Subsection (1) and paragraph (c) of subsection
129	(2) of section 713.06, Florida Statutes, are amended to read:
130	713.06 Liens of persons not in privity; proper payments
131	(1) <u>(a)</u> A materialman or laborer, either of whom is not in
132	privity with the owner, or a subcontractor or sub-subcontractor
133	who complies with the provisions of this part and is subject to
134	the limitations thereof, has a lien on the real property
135	improved for any money that is owed to him or her for labor,
136	services, or materials furnished in accordance with his or her
137	contract and with the direct contract and for any unpaid finance
138	charges due under the lienor's contract. Notwithstanding the
139	foregoing, a person may not have a lien on the real property
140	improved if the contactor received payment in full for all
141	moneys owed to date under the direct contract.
142	(b) A materialman or laborer, either of whom is not in
143	privity with the owner, or a subcontractor or sub-subcontractor
144	who complies with the provisions of this part and is subject to
145	the limitations thereof, also has a lien on the owner's real
146	property for labor, services, or materials furnished to improve
147	public property if the improvement of the public property is
148	furnished in accordance with his or her contract and with the
149	direct contract. Notwithstanding the foregoing, a person may not
150	have a lien on the real property improved if the contactor

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151 received payment in full for all moneys owed to date under the 152 direct contract. 153 The total amount of all liens allowed under this part (C) 154 for furnishing labor, services, or material covered by any 155 certain direct contract must not exceed the amount of the contract price fixed by the direct contract except as provided 156 157 in subsection (3). 158 (d) A person may not No person may have a lien under this 159 section except those lienors specified in it, as their designations are defined in s. 713.01. 160 161 (2) 162 (C) The notice may be in substantially the following form 163 and must include the information and the warning contained in 164 the following form: 165 166 WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID 167 CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE 168 LIENS AGAINST YOUR PROPERTY IN CERTAIN CIRCUMSTANCES EVEN IF YOU 169 HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO 170 PAY THE CONTRACTOR IN FULL FOR ALL MONEYS OWED ON THE DIRECT 171 CONTRACT MAKE SURE THAT WE ARE PAID MAY RESULT IN ONE OR MORE 172 LIENS A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. 173 TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN 174 RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR. 175

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176	NOTICE TO OWNER
177	
178	To (Owner's name and address)
179	
180	The undersigned hereby informs you that he or she has furnished
181	or is furnishing services or materials as follows:
182	(General description of services or materials) for the
183	improvement of the real property identified as \dots (property
184	description) under an order given by
185	
186	Florida law prescribes the serving of this notice and restricts
187	your right to make payments under your contract in accordance
188	with Section 713.06, Florida Statutes.
189	
190	IMPORTANT INFORMATION FOR
191	YOUR PROTECTION
192	
193	Under Florida's laws, those who work on your property or
194	provide materials and are not paid <u>may</u> have a right to enforce
195	their claim for payment against your property <u>using. This claim</u>
196	is known as a construction lien. If <u>you fail to pay</u> your
197	contractor or neglect to make other legally required payments,
198	fails to pay subcontractors, or material suppliers, and others
199	or neglects to make other legally required payments, the people
200	who are owed money may <u>have the right to place a lien on</u> look to
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201 your property for payment in certain circumstances, EVEN IF YOU 202 HAVE PAID YOUR CONTRACTOR IN FULL. 203 204 PROTECT YOURSELF: 205 -RECOGNIZE that this Notice to Owner may result in a lien 206 against your property unless the contractor has received payment 207 in full for all moneys owed to date under the direct contract 208 all those supplying a Notice to Owner have been paid. 209 -LEARN more about the Construction Lien Law, Chapter 713, 210 Part I, Florida Statutes, and the meaning of this notice by 211 contacting an attorney or the Florida Department of Business and 212 Professional Regulation. 213 ... (Lienor's Signature) ... 214 ... (Lienor's Name) ... 215 ... (Lienor's Address)... Copies to: ... (Those persons listed in Section 713.06(2)(a) and 216 217 (b), Florida Statutes)... 218 The form may be combined with a notice to contractor given under 219 s. 255.05 or s. 713.23 and, if so, may be entitled "NOTICE TO 220 OWNER/NOTICE TO CONTRACTOR." 221 Section 5. Subsections (4) through (8) of section 713.20, 222 Florida Statutes, are amended to read: 713.20 Waiver or release of liens.-223 224 When a lienor is required to execute a waiver or (4) 225 release of lien in exchange for, or to induce payment of, a

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226 progress payment, the waiver or release must may be in 227 substantially the following form: 228 WAIVER AND RELEASE OF LIEN 229 UPON PROGRESS PAYMENT 230 The undersigned lienor, in consideration of the sum of 231 \$...., hereby waives and releases its lien and right to claim a 232 lien for labor, services, or materials furnished through 233 ... (insert date) ... to ... (insert the name of your customer) ... 234 on the job of ... (insert the name of the owner) ... to the 235 following property: 236 ... (description of property) ... 237 This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified. 238 239 DATED on, ...(year).... ... (Lienor) ... 240 By: 241 (5) When a lienor is required to execute a waiver or release of lien in exchange for, or to induce payment of, the 242 243 final payment, the waiver and release must may be in 244 substantially the following form: 245 WAIVER AND RELEASE OF LIEN 246 UPON FINAL PAYMENT Page 10 of 11

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2.47 The undersigned lienor, in consideration of the final 248 payment in the amount of \$....., hereby waives and releases 249 its lien and right to claim a lien for labor, services, or 250 materials furnished to ... (insert the name of your customer) ... 251 on the job of ... (insert the name of the owner) ... to the 252 following described property: 253 ... (description of property) ... 254 DATED on, ... (year).... ... (Lienor) ... 255 By: 256 A person may not require a lienor to furnish a lien (6) 257 waiver or release of lien that is different from the forms in 258 subsection (4) or subsection (5). 259 (7) A lienor who executes a lien waiver and release in 260 exchange for a payment check may condition the waiver and 261 release on the receipt of funds payment of the check. However, 262 in the absence of a payment bond protecting the owner, the owner 263 may withhold from any payment to the contractor the amount of 264 any such unpaid funds check until any such condition is satisfied. 265 266 (8) A lien waiver or lien release that is not 267 substantially similar to the forms in subsections (4) and (5) is 268 unenforceable enforceable in accordance with the terms of the lien waiver or lien release. 269 270 Section 6. This act shall take effect July 1, 2025. Page 11 of 11

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