# EXHIBIT F

#### RE: FLORIDA STATUTE, CHAPTER 713 Waiver or release of liens and Contractor's Final Affidavit and Release of Lien

#### Dear Contractor:

As of October 1, 1996, the Florida Statute regarding waiver or releases of liens changed. The changes are contained in the Florida Statutes (Supplement 1996), Chapter 713: Liens, Generally, Part I Construction Liens. Please contact your attorney should you need to review the changes.

The City of St. Petersburg, WIN Program will now require that all lien waivers be substantially similar in form and content to the approved statue. For your convenience, the waivers have been included in this notice.

In addition to the change in the forms, the WIN Program is updating our policy requiring lien releases. Please note the following changes that will take effect immediately and are consistent with the state statues.

Lien releases shall be required from

- General contractor or speciality contractor at each progress payment (draw)
- Any contractor, sub-contractor, speciality contractor or supplier that has recorded a NOTICE TO OWNER
- Any contractor, sub-contractor, specialty contractor, or supplier, if requested by the homeowner (or bank) in writing, prior to the first draw.

Contractor's Final Affidavit and Lien Release is required:

- From general contractor or specialty contractor (if no GC is involved) prior to releasing the final draw.
- Final lien release (per FS 713.20) is not an acceptable release from the contractor of record.

Note: Lien releases are not required from sub-contractors at progress payments or final (unless NTO has been recorded). General rule is summarized as: <u>Whoever is going to be paid provides the lien release and all final lien</u> releases must be a Contractor's Final Affidavit and Release of Lien.

Should there be any questions regarding the new lien and waiver regulations, please consult Florida Statute 713. Faxed copies may be submitted to process the draw request, however, checks will not be disbursed until signed original releases are received by the City.

Attachments: WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT (EXHIBIT F - PART) WAIVER AND RELEASE OF LIEN UPON PAYMENT (EXHIBIT F- SUB/SUP) CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN (EXHIBIT F - FINAL)

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# **EXHIBIT F - PART**

# WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in co	onsideration of	of the sum of \$	,
hereby waives and releases in	ts lien and rig	ght to claim for labor, services, or n	naterials
furnished through	, 20	006,	
to		(insert name of cus	stomer),
on the job of		(inse	ert name of owner)
to the following property:			
This waiver and release does	not cover an	y retention of labor, services, or ma	aterials furnished
after the date specified.			
Dated on:	, 2006.	By:	
		Print Name:	
		Company:	

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## EXHIBIT F - SUB/SUP

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lience	or, in consideration of the sur	n of the final paym	ent in the amount of
\$	, hereby waives and relea	ses its lien and righ	t to claim for labor,
services or materials f	urnished through	, 2006,	
to		(inse	rt name of customer),
on the job of _			(insert name of owner)
to the following prop	erty:		
This waiver and releas	se does not cover any retention	on of labor, service	s or materials furnished
after the date specified	1.		
Dated on:	, 2006	By:	
	Print	Name:	
	Comp	pany:	

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### **EXHIBIT F - FINAL**

### CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

Personally appeared before me, the undersigned Notary Public, duly authorized by law to administer oaths, \_\_\_\_\_\_(Contractor' Name), who being first duly sworn, deposes and states that:

County of Pinellas, and State of Florida.

The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no known mechanics or material men's liens outstanding at the date of this requisition. That all contractors, material men and laborers who have furnished materials, labor or services to the above described property have been paid in full for the work, material and services furnished and performed through\_\_\_\_\_\_(date of completed work) or will be paid from the proceeds of this draw. That except for bills not paid, there is no known basis for the filing of mechanics and material men's liens on the work and that waivers from all subcontractors and material men have been obtained in such form as to constitute an effective Waiver of Lien under the Laws of the State of Florida.

The undersigned, upon payment of this draw and in consideration of the sum of (total contract amount) lawful money of the United States of America, does hereby waive, release, remise, and relinquish the undersigned's right to claim, demand, impress or impose a lien or liens for all labor and materials in place at the time of the execution of this affidavit.

Contractor (Company) Name: \_\_\_\_\_\_, Title\_\_\_\_\_\_, Title\_\_\_\_\_\_, Title\_\_\_\_\_\_, STATE OF FLORIDA )
COUNTY OF \_\_\_\_\_\_ )
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2006, by \_\_\_\_\_\_ who is/are personally known to me, or has produced \_\_\_\_\_\_\_ as identification and who appeared before me at the time of notarization.
WITNESS my hand and seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_, A.D., 2006
Notary Public:

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