

## Chapter 1 : Moody and Shea, P.A.

*While a notice to owner (construction liens) and a notice to contractor (construction bonds) do not perfect one's lien or bond rights, missing the deadline for serving these documents is fatal to one's lien/bond rights.*

To qualify as a In at least the amount of the prime contract, and Executed as surety by a surety company authorized to conduct business in this state, and Conditioned upon the contractor promptly making payment to all lienors, and Furnished prior to the commencement of construction, and Attached to and recorded in the official public records along with the Notice of Commencement. A bond form sufficient to satisfy the statutory requirements is provided in Florida Statutes section A payment bond provided by a contractor pursuant to Florida Statutes section The bond also provides a potential source of recovery for all persons or entities who are entitled to a construction lien under Florida Statutes chapter , except for the prime contractor. Any party who fails or refuses to provide a requesting lienor with a copy of the payment bond, absent justifiable cause, shall be liable to the lienor for any damages caused by the refusal or failure. Additionally, since it is a strict statutory requirement that the payment bond be attached to and recorded along with the Notice of Commencement, any person can obtain a copy of the bond from the official public records of the county in which the real property is located. Notice to Contractor Statutory payment bonds provided pursuant to Florida Statutes section A claimant, other than a laborer, who does not have a direct contract with the contractor, as a condition precedent to recovery on the bond, must serve a Notice to Contractor that the claimant will look to the payment bond for protection on the project. The Notice to Contractor must be in writing and served either prior to, or no later than forty-five 45 days after the claimant begins to furnish labor or services or provide materials to the project. The Notice to Contractor may be in substantially the form provided by Florida Statutes section Pursuant to Florida Statutes section If the Notice of Commencement for the project is not recorded, or if there is no reference to the payment bond in the Notice of Commencement, and if the claimant is not otherwise notified in writing of the existence of the payment bond, the claimant will have forty-five 45 days from the date the claimant is notified of the existence of the bond within which to serve the Notice to Contractor. Notice of Nonpayment All claimants, regardless of whether or not they have a direct contract with the contractor, are required to serve a Notice of Nonpayment on the contractor and the surety as a condition precedent to recovery under the section The Notice of Nonpayment must be served no later than ninety 90 days after the date of last furnishing labor or services or last providing materials to the project. The ninety 90 day period is not measured by any other standards, such as the issuance of a certificate of occupancy or the issuance of a certificate of substantial completion. The Notice of Nonpayment may be in substantially the form provided in Florida Statutes section There is no statutory prohibition against a lienor perfecting its lien rights against the property, including the recording of a Claim of Lien against property that is exempted from the lien by virtue of a section In fact, Florida Statutes section The transfer of the subsequently recorded Claim of Lien to the section The Notice of Bond can be effected by the contractor or anyone having an interest in the property. It is a prudent practice for a bond claimant to also perfect lien rights against the property for several reasons. First, there is case law authority to the effect that a bond claimant must, in order to recover on the section Additionally, the recording of the Claim of Lien and perfection of lien rights may provide an alternative means of recovery in the event that the surety who issues the section The nature of the labor or services performed, and yet to be performed, if any, and The materials furnished, or yet to be furnished, if known, and The amount paid on account to date, and The amount due, and he amount yet to become due, if known. The request must be served upon the claimant at the address and to the attention of any person designated to receive the demand in the Notice to Contractor served by the claimant. A request for sworn statement of account under this section must be in substantially the form provided in Florida Statutes section The failure of a claimant to furnish the sworn statement within thirty 30 days after a proper demand, or the furnishing of a false or fraudulent statement, deprives the claimant of its claim under the bond, if the request is received by the claimant prior to the filing of a lawsuit by the claimant on the bond. The provisions of Florida Statutes section A bond waiver that is not in substantially the form provided by the statutes, if

executed by the claimant is, however, enforceable in accordance with the terms of the executed waiver. A claimant who receives either a progress payment or final payment in the form of a check in exchange for providing a bond waiver may condition the waiver upon payment of the check. Any such contractual provision is unenforceable. A claimant must file a lawsuit on a section This is different from the deadline for filing a foreclosure lawsuit on a Claim of Lien; therefore, the claimant should be cautious in calendaring the deadline for filing a lawsuit as any lawsuit filed beyond the deadline will be time barred. Claimants under a section In addition to the bond claim amount, the prevailing party in a lawsuit on a section If a lawsuit is already pending seeking to impose a claim upon the section

## Chapter 2 : Florida Mechanics Lien, Florida Construction Lien | LienItNow

*It is widely known that Florida's construction lien laws are some of the most complex and difficult to understand areas of construction law. Due to the impact that a lien transfer can have on a contractor's ability to execute their lien rights.*

Who may claim a construction lien in Florida? Private property owners concerned about clouds on title can exempt their property from liens by securing a lien bond in anticipation of construction. The lien bond substitutes for the property as security for the payment of a potential lienor. Owners can also transfer liens to bonds as they see fit after a lien is recorded. The owner obviously is aware of the contractual relationship with the claimant since they have a contract. At this point, the claimant usually has a valid contract and is in a position to start providing materials or services on the job site. All claimants "whether laborers or those in privity of contract with the owner or not" must file a claim of lien in a timely fashion in order to protect their lien rights. The notice to owner and other required notices under the Florida Construction Lien Law must either be served certified or registered mail return receipt requested or by actual delivery to the person to be served. If the lienor is not in privity with the general contractor, it must also serve the contractor with the Notice to Owner. The notice to owner should also be served on any lender identified in the notice of commencement because the lender may be obligated to seek lien waivers from lienors as progress payments are made. To do so, the lienor must record a claim of lien in the public records of the county where the property is located within 90 days of the final furnishing of materials, labor, or work or at any time during performance. To record the claim of lien, the lien must be prepared, signed and notarized by the lienor and then taken to the clerk of court in the county where the property is located. There it will be recorded in the public records for a nominal fee. Following recording, the claim of lien should be promptly served by certified mail, return receipt requested, on all of the applicable parties listed in the notice of commencement. The filing of the claim of lien is not conditioned on the owner filing a Notice of Commencement. Even if the owner fails to file the Notice of Commencement, the lien must be served on the owner at any all available addresses. After the lien has been recorded, the lienor must commence a court action to foreclose the lien and recover for the work performed within one year from the date the lien is recorded. The statutory scheme and interplay between F. By contesting the lien, the owner forces the lienor to file the action to enforce the lien. Demand for Copy of Contract and Statement of Account. The Florida Statutes provide specific authorization for requests for copies of contracts and statements of account of the owner or any lienor upon written demand of an owner or lienor contracting with or employing the other party to such contract. See forms FI and FL Also, the owner may demand in writing a sworn written statement of account showing the nature of the labor or services performed, or to be performed, or materials to be provided, or to be provided, details as to the amount paid, the amount due and the amount to become due as of the statement of the lienor. Payment Bond Under section Receipt of the payment bond exempts the property from lien claims by subcontractors. The statute also imposes notice and time requirements. A copy of the bond must be attached to the notice of commencement when it is recorded. A subcontractor must give notice that it is relying on the bond for protection by giving notice to the contractor before or within 45 days of beginning to furnish labor, materials, or supplies. As a condition precedent to recovery under the bond, the subcontractor must serve written notice of nonpayment to the contractor and the surety not later than 90 days after it finally furnishes labor, services, or materials. A subcontractor may not institute suit against the contractor or surety unless the subcontractor has given both notices. A subcontractor has one year after completing its work within which to file an action on the bond. The payment bond must be attached to and recorded with the notice of commencement. The duty of the surety under the conditional payment bond can be similarly limited only if: This transfers the lien from the property to the conditional payment bond to the extent of the owner-contractor payment. The contractor then has the option of joining in or contesting the Certificate of Payment. If the contractor has not been paid as indicated, the Notice of Contest, executed under penalty of perjury, transfers the claim to the conditional payment bond. If the Notice of Bond is filed more than 90 days after the claim of lien, it must be signed by the owner and the surety and contractor or the lien can not be transferred to the bond.

### Chapter 3 : Who is Entitled to Construction Liens (or Payment Bond Rights) Under Florida Law |

*Private property owners concerned about clouds on title can exempt their property from liens by securing a lien bond in anticipation of construction. See Florida Statutes Â§ (Payment Bond) and Â§ (Conditional Payment Bond).*

Vega Page 22 Your brother runs a small tile installation company. He wants to know what he can do. Now, one month after the work has been completed and three months after the work was started, the general contractor is nowhere to be found and your brother remains unpaid. What do you tell him? This article sets forth the process to ensure that your brother is paid. Owners can also transfer liens to bonds as they see fit after a lien is recorded. To do so the lienor must record a claim of lien in the public records of the county where the property is located within 90 days of the final furnishing of materials, labor, or work or at any time during performance. In applying this test, the courts consider the following factors: However, they will certainly apply to a subcontractor who is providing continuous service to the project. If the lien is not in compliance with the statutory form, the lienor risks losing its rights entirely. Following recording, the claim of lien should be promptly served by certified mail, return receipt requested, on all of the applicable parties listed in the notice of commencement. Even if an owner fails to record a notice of commencement, the lien should nevertheless be served on the owner at any available address. Furthermore, when a lienor files an action to foreclose a construction lien, it should always record and serve a lis pendens. Doing so prevents the owner from transferring title to a buyer without notice of the lien after the one-year lien period expires. Such a bond stands as substitute security for the payment of lienors. This point cannot be overemphasized. This is so because in *North American Specialty Ins. Hughes Supply, So.* The one-year limitations period for bringing an action on a claim of lien applies to an action against the transfer bond. Thus, a lienor in direct contract with a general contractor need only file suit on the bond within one year of last furnishing labor, services, or materials on the job. *Palm Springs Mile Associates, Ltd.* In most cases, this party will be the general contractor. The notice of commencement must be recorded by the owner in the public records of the county where the property sought to be improved is located before construction begins and posted at the job site for all to see. In it, the owner sets forth detailed information relating to the project that can be used for recording liens and properly serving notices. If the project is bonded, the bond must be attached to notice of commencement at recording. See *Tompkins Land Co. Trans State Industries, Inc.* See also *William Dorsky Assoc.* Further, an owner eager to remove the lien can transfer it to a bond. A lienor may also demand a copy of a payment bond, if any, from the owner, contractor, or surety at any time.

**Chapter 4 : Lien Transfer Bond “ Alter Surety Group**

*according to florida's construction lien law (sections , florida statutes), those who work on your property or provide materials and services and are not paid in full have a right to enforce their claim for payment against your property.*

If no price is agreed upon by the contracting parties, this term means the value of all labor, services, or materials covered by their contract, with any increases and diminutions, as provided in this subsection. Allowance items are a part of the contract when accepted by the owner. With respect to rental equipment, the term means the date that the rental equipment was last on the job site and available for use. The delivery of materials to the site of the improvement is prima facie evidence of incorporation of such materials in the improvement. The delivery of rental equipment to the site of the improvement is prima facie evidence of the period of the actual use of the rental equipment from the delivery through the time the equipment is last available for use at the site, or 2 business days after the lessor of the rental equipment receives a written notice from the owner or the lessee of the rental equipment to pick up the equipment, whichever occurs first. No other person may have a lien under this part. The term includes a condominium association pursuant to chapter as to improvements made to association property or common elements. The term does not include any political subdivision, agency, or department of the state, a municipality, or other governmental entity. In cases of removal, without demolition and under contract, of an improvement from one lot, parcel, or tract of land to another, this term means the real property to which the improvement is removed. The term includes a temporary help firm as defined in s. If the contract is oral or implied, the notice must be provided in a document referencing the contract. This section does not apply when the owner is a contractor licensed under chapter or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business. If the bond is provided, it shall secure all liens subsequently accruing under this part as provided in s. Notwithstanding any other provision of this part, if a contract is rendered unenforceable by an unlicensed contractor, subcontractor, or sub-subcontractor pursuant to s. It shall not be a defense to any claim on a bond or indemnity agreement that the principal or indemnitor is unlicensed as provided in s. No lienor under this section shall be required to serve a notice to owner as provided in s. The total amount of liens allowed under this section shall not exceed the amount of the direct contract under which the lienor furnishes labor, materials, or services. The work of making real property suitable as the site of an improvement shall include but shall not be limited to the grading, leveling, excavating, and filling of land, including the furnishing of fill soil; the grading and paving of streets, curbs, and sidewalks; the construction of ditches and other area drainage facilities; the laying of pipes and conduits for water, gas, electric, sewage, and drainage purposes; and the construction of canals and shall also include the altering, repairing, and redoing of all these things. When the services or materials are placed on land dedicated to public use and are furnished under contract with the owner of the abutting land, the cost of the services and materials, if unpaid, may be the basis for a lien upon the abutting land. When the services or materials are placed upon land under contract with the owner of the land who subsequently dedicates parts of the land to public use, the person furnishing the services or materials placed upon the dedicated land shall be entitled to a lien upon the land abutting the dedicated land for the unpaid cost of the services and materials placed upon the dedicated land, or in the case of improvements that serve or benefit real property that is divided by the improvements, to a lien upon each abutting part for the equitable part of the full amount due and owing. If the part of the cost to be borne by each parcel of the land subject to the same lien is not specified in the contract, it shall be prorated equitably among the parcels served or benefited. No lien under this section shall be acquired until a claim of lien is recorded. No notice of commencement shall be filed for liens under this section. No lienor shall be required to serve a notice to owner for liens under this section. Any payment not complying with such requirement shall not qualify as a proper payment under this chapter. A lienor who, as a subcontractor, sub-subcontractor, laborer, or materialman not in privity with the owner, commences to furnish labor, services, or material to an improvement and who thereafter becomes in privity with the owner shall have a lien for any money that is owed to him or her for the labor, services, or materials furnished after he or she becomes in privity with the owner. A lienor may record

one claim of lien to cover both his or her work done in privity with the owner and not in privity with the owner. No person shall have a lien under this section except those lienors specified in it, as their designations are defined in s. The total amount of all liens allowed under this part for furnishing labor, services, or material covered by any certain direct contract must not exceed the amount of the contract price fixed by the direct contract except as provided in subsection 3. No person may have a lien under this section except those lienors specified in it, as their designations are defined in s. A sub-subcontractor or a materialman to a subcontractor must serve a copy of the notice on the contractor as a prerequisite to perfecting a lien under this chapter and recording a claim of lien. A materialman to a sub-subcontractor must serve a copy of the notice to owner on the contractor as a prerequisite to perfecting a lien under this chapter and recording a claim of lien. A materialman to a sub-subcontractor shall serve the notice to owner on the subcontractor if the materialman knows the name and address of the subcontractor. The notice must be served regardless of the method of payments by the owner, whether proper or improper, and does not give to the lienor serving the notice any priority over other lienors in the same category; and the failure to serve the notice, or to timely serve it, is a complete defense to enforcement of a lien by any person. The serving of the notice does not dispense with recording the claim of lien. The notice is not a lien, cloud, or encumbrance on the real property nor actual or constructive notice of any of them. The failure by the lienor to serve such copy, however, does not invalidate an otherwise valid lien. Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section This claim is known as a construction lien. Those persons listed in Section Any lender who, after receiving a notice provided under this subsection, pays a contractor on behalf of the owner for an improvement shall make proper payments as provided in paragraph 3 c as to each such notice received by the lender. The failure of a lender to comply with this paragraph renders the lender liable to the owner for all damages sustained by the owner as a result of that failure. This paragraph does not give any person other than an owner a claim or right of action against a lender for the failure of the lender to comply with this paragraph. Further, this paragraph does not prohibit a lender from disbursing construction funds at any time directly to the owner, in which event the lender has no obligation to make proper payments under this paragraph. However, a lienor must strictly comply with the time requirements of paragraph a. The owner shall pay or cause to be paid, within the limitations imposed by subparagraph 2. The owner may require, and, in such event, the contractor shall furnish as a prerequisite to requiring payment to himself or herself, an affidavit as prescribed in subparagraph d 1. The owner shall be under no obligation to any lienor, except laborers, from whom he or she has not received a notice to owner at the time of making a payment. When the payment due is insufficient to pay all bills of lienors giving notice, the owner shall prorate the amount then due under the direct contract among the lienors giving notice pro rata in the manner prescribed in subsection 4. Lienors receiving money shall execute partial releases, as provided in s. If any affidavit permitted hereunder recites any outstanding bills for labor, services, or materials, the owner may pay the bills in full direct to the person or firm to which they are due if the balance due on the direct contract at the time the affidavit is given is sufficient to pay the bills and shall deduct the amounts so paid from the balance of payment due the contractor. This subparagraph shall not create any obligation of the owner to pay any person who is not a lienor giving notice. No person furnishing labor or material, or both, who is required to serve a notice under paragraph 2 a and who did not serve the notice and whose time for service has expired shall be entitled to be paid by the owner because he or she is listed in an affidavit furnished by the contractor under subparagraph c 1. If the contract is terminated before completion, the contractor shall comply with subparagraph d 1. The contractor shall give to the owner a final payment affidavit stating, if that be the fact, that all lienors under his or her direct contract who have timely served a notice to owner on the owner and the contractor have been paid in full or, if the fact be otherwise, showing the name of each such lienor who has not been paid in full and the amount due or to become due each for labor, services, or materials furnished. The affidavit must be in substantially the following form: This affidavit is executed by the Contractor in accordance with section All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors: The contractor shall execute the affidavit and deliver it to the owner at least 5 days before instituting an action as a prerequisite to

the institution of any action to enforce his or her lien under this chapter, even if the final payment has not become due because the contract is terminated for a reason other than completion and regardless of whether the contractor has any lienors working under him or her or not. Lienors listed in said affidavit not giving notice, whose day notice time has not expired, shall be paid in full or pro rata, as appropriate, from any balance then remaining due the contractor; but no lienor whose notice time has expired shall be paid by the owner or by any other person except the person with whom that lienor has a contract. If the balance due is not sufficient to pay in full all lienors listed in the affidavit and entitled to payment from the owner under this part and other lienors giving notice, the owner shall pay no money to anyone until such time as the contractor has furnished him or her with the difference; however, if the contractor fails to furnish the difference within 10 days from delivery of the affidavit or notice from the owner to the contractor to furnish the affidavit, the owner shall determine the amount due each lienor and shall disburse to them the amounts due from him or her on a direct contract in accordance with the procedure established by subsection 4. If there are lienors giving notice who are not so listed, the owner may pay such lienors and any persons listed in the affidavit that are entitled to be paid by the owner under subparagraph 2. When final payment has become due to the contractor and the owner fails to withhold as required by subparagraph 5. Any money paid by the owner on a direct contract, the payment of which is proved to have caused no detriment to any certain lienor, shall be held properly paid as to the lienor, and if any of the money shall be held not properly paid as to any other lienors, the entire benefit of its being held not properly paid as to them shall go to the lienors. Liens of all laborers. Liens of all persons other than the contractor. Lien of the contractor. Should the amount applicable to the liens of any single class be insufficient to permit all liens within that class to be allowed for their full amounts, each lien shall be allowed for its pro rata share of the total amount applicable to liens of that class; but if the same labor, services, or materials shall be covered by liens of more than one class, such labor, services, or materials shall be allowed only in the earliest class by which they shall be covered; and also if the same labor, services, or materials shall be covered by liens of two or more lienors of the same class, such labor, services, or materials shall be allowed only in the lien of the lienor farthest removed from the contractor. This section shall not be construed to affect the priority of liens derived under separate direct contracts. A copy of said affidavit shall be served on each lienor named therein. Before recommencing, the owner shall record and post a notice of commencement for the recommenced construction, as provided in s. Materials specially fabricated at a place other than the site of the improvement for incorporation in the improvement but not so incorporated and the contract price or value thereof shall be separately stated in the claim of lien. If the lien is claimed by a person not in privity with the contractor or subcontractor, the date and method of service of the copy of the notice on the contractor or subcontractor. Any amendment of the claim of lien shall be recorded in the same manner as provided for recording the original claim of lien. Failure to serve any claim of lien in the manner provided in s. However, if the original contract is terminated under s. The recording of the claim of lien shall be constructive notice to all persons of the contents and effect of such claim. The validity of the lien and the right to record a claim therefor shall not be affected by the insolvency, bankruptcy, or death of the owner before the claim of lien is recorded. The single claim of lien is sufficient even though the improvement is for one or more improvements located on separate lots, parcels, or tracts of land. If materials to be used on one or more improvements on separate lots, parcels, or tracts of land under one direct contract are delivered by a lienor to a place designated by the person with whom the materialman contracted, other than the site of the improvement, the delivery to the place designated is prima facie evidence of delivery to the site of the improvement and incorporation in the improvement. The single claim of lien may be limited to a part of multiple lots, parcels, or tracts of land and their improvements or may cover all of the lots, parcels, or tracts of land and improvements. In each claim of lien under this section, the owner under the direct contract must be the same person for all lots, parcels, or tracts of land against which a single claim of lien is recorded. When an improvement is made by a lessee in accordance with an agreement between such lessee and her or his lessor, the lien shall extend also to the interest of such lessor. The lease, or a short form or a memorandum of the lease that contains the specific language in the lease prohibiting such liability, is recorded in the official records of the county where the premises are located before the recording of a notice of commencement for

improvements to the premises and the terms of the lease expressly prohibit such liability; or 2. The terms of the lease expressly prohibit such liability, and a notice advising that leases for the rental of premises on a parcel of land prohibit such liability has been recorded in the official records of the county in which the parcel of land is located before the recording of a notice of commencement for improvements to the premises, and the notice includes the following: The name of the lessor. The legal description of the parcel of land to which the notice applies. The specific language contained in the various leases prohibiting such liability. A statement that all or a majority of the leases entered into for premises on the parcel of land expressly prohibit such liability. The lessee is a mobile home owner who is leasing a mobile home lot in a mobile home park from the lessor. A notice that is consistent with subparagraph 2. The demand must identify the lessee and the premises being improved and must be in a document that is separate from the notice to the owner as provided in s. The interest of any lessor who does not serve a verified copy of the lease provision within 30 days after demand, or who serves a false or fraudulent copy, is subject to a lien under this part by the contractor or lienor who made the demand if the contractor or lienor has otherwise complied with this part and did not have actual notice that the interest of the lessor was not subject to a lien for improvements made by the lessee. The written demand must include a warning in conspicuous type in substantially the following form: The court, in the enforcement of such lien, may order such improvement to be separately sold and the purchaser may remove it within such reasonable time as the court may fix. The purchase price for such improvement shall be paid into court. The owner of the land upon which the improvement was made may demand that the land be restored substantially to its condition before the improvement was commenced, in which case the court shall order its restoration and the reasonable charge therefor shall be first paid out of such purchase price and the remainder shall be paid to lienors and other encumbrancers in accordance with their respective rights. The notice of commencement shall contain the following information: A description sufficient for identification of the real property to be improved.

## Chapter 5 : Florida Construction Lien & Bond Claim | NCS Credit

*The Florida Legislature made some significant changes to the State public bonding statute, Fla. Stat. and the Florida Construction Lien Law.*

Any form of bond given by a contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection. Any person who fails or refuses to furnish the copy without justifiable cause shall be liable to the lienor demanding the copy for any damages caused by the refusal or failure. If a notice of commencement with the attached bond is not recorded before commencement of construction, the lienor not in privity with the contractor may, in the alternative, elect to serve the notice to the contractor up to 45 days after the date the lienor is served with a copy of the bond. A notice to owner pursuant to s. However, the limitation period for commencement of an action on the payment bond as established in paragraph e may not be expanded. The notice may be in substantially the following form and may be combined with a notice to owner given under s. The time period for serving a written notice of nonpayment shall be measured from the last day of furnishing labor, services, or materials by the lienor and shall not be measured by other standards, such as the issuance of a certificate of occupancy or the issuance of a certificate of substantial completion. The failure of a lienor to receive retainage sums not in excess of 10 percent of the value of labor, services, or materials furnished by the lienor is not considered a nonpayment requiring the service of the notice provided under this paragraph. If the payment bond is not recorded before commencement of construction, the time period for the lienor to serve a notice of nonpayment may at the option of the lienor be calculated from the date specified in this section or the date the lienor is served a copy of the bond. The notice under this paragraph may be in substantially the following form: An action may not be instituted or prosecuted against the contractor or against the surety on the bond under this section after 1 year from the performance of the labor or completion of delivery of the materials and supplies. The time period for bringing an action against the contractor or surety on the bond shall be measured from the last day of furnishing labor, services, or materials by the lienor. The time period may not be measured by other standards, such as the issuance of a certificate of occupancy or the issuance of a certificate of substantial completion. Contractor or Attorney The claim of any lienor upon whom the notice is served and who fails to institute a suit to enforce his or her claim against the payment bond within 60 days after service of the notice shall be extinguished automatically. Any provision in a payment bond issued on or after October 1, , which further restricts the classes of persons who are protected by the payment bond, which restricts the venue of any proceeding relating to such payment bond, which limits or expands the effective duration of the payment bond, or which adds conditions precedent to the enforcement of a claim against a payment bond beyond those provided in this part is unenforceable. The surety is not entitled to the defense of pro tanto discharge as against any lienor because of changes or modifications in the contract to which the surety is not a party; but the liability of the surety may not be increased beyond the penal sum of the bond. A lienor may not waive in advance his or her right to bring an action under the bond against the surety. Every claim of lien, except that of the contractor, filed subsequent to execution and delivery of the bond shall be transferred to it with the same effect as liens transferred under s. Name of person recording notice The notice shall be verified. The person recording the notice of bond shall serve a copy of the notice with a copy of the bond to the lienor at the address shown in the claim of lien, or the most recent amendment to it; shall certify to the service on the face of the notice; and shall record the notice.

## Chapter 6 : Florida Notice of Bond Law “ Construction Liens

*Previously in this series, the Notice to Contractor condition precedent was discussed in the context of actions in connection with payment bonds. In addition to the Notice to Contractor, Section (1)(d) of Florida's Construction Lien Law requires a lienor, as a condition precedent to recovery under a payment bond, to serve a written "Notice of Nonpayment" to the contractor and the.*

### Chapter 7 : Construction Liens |

*Florida Construction Lien & Bond Claim. In an earlier post, we covered the Florida Notice to Owner/Contractor. In today's post, we are going to map out the Florida mechanic's lien & bond claim.*

### Chapter 8 : Florida Surety Bonds - Construction Bonds, Bid Bonds, Performance & Payment Bonds

*Owners of real property in Florida can exempt their property from all future liens at the outset of construction by requiring their general contractor to post a payment bond pursuant to Fla. Stat. Â§ or before construction begins. In general a payment bond is a contract among the surety, the owner, and the contractor.*

### Chapter 9 : Statutes & Constitution :View Statutes : Online Sunshine

*Owners can also transfer liens to bonds as they see fit after a lien is recorded. 5 Public property, on the other hand, is exempt from liens. 6 Accordingly, Florida law requires that every public job be bonded. 7 However, because Florida construction lien and bond law abrogate the common law of contracts, courts strictly construe the.*