
CONSTRUCTION LIEN CLAIM

TO THE CLERK, COUNTY OF _____:

In accordance with the "Construction Lien Law," P.L.1993, c.318 (C.2A:44A-1 et al.), notice is hereby given that (only complete those sections that apply):

1. On _____, I, _____ of the claimant known as _____, located at _____, claim a construction lien against the real property of _____, in that certain tract or parcel of land and premises described as _____, and located at the municipal address of _____, otherwise legally described as follows:

_____ in the amount of \$ _____, as calculated below for the value of the work, services, material or equipment provided. The lien is claimed against the interest of the _____ in accordance with section 3 of P.L.1993, c.318 (C.2A:44A-3).

2. In accordance with a written contract for improvement of the above property, dated _____, with the _____, named or known as _____ and located at _____, this claimant performed the following work or provided the following services, material or equipment: _____

3. The date of the provision of the last work, services, material or equipment for which payment is claimed is _____.

4. The amount due for work, services, material or equipment delivery provided by claimant in connection with the improvement of the real property, and upon which this lien claim is based, is calculated as follows:

A. Initial Contract Amount: \$ _____

B. Executed Amendments to Contract Price/Change Orders: \$ _____

C. Total Contract Price: \$ _____

D. If Contract Not Completed, Value Determined in Accordance with the Contract of Work Completed or Services, Material, Equipment Provided: \$ _____

E. Total from C or D (whichever is applicable): \$ _____

F. Agreed Upon Credits: \$ _____

G. Amount Paid to Date: \$ _____

TOTAL LIEN CLAIM AMOUNT E-[F+G]= \$ _____

NOTICE OF UNPAID BALANCE AND ARBITRATION AWARD

This claim (check one) does _____ does not _____ not arise from a Residential Construction Contract. If it does, complete 5 and 6 below; if not residential, complete 5 below, only if applicable. If not residential and 5 is not applicable, skip to Claimant's Representation and Verification.

5. A Notice of Unpaid Balance and Right to File Lien (if any) was previously filed with the County Clerk of _____ County on _____ as No. _____, in Book _____ and Page _____.

6. An award of the arbitrator (if residential) was issued on _____ in the amount of \$ _____ .

CLAIMANT'S REPRESENTATION AND VERIFICATION

Claimant represents and verifies under oath that:

1. I have authority to file this claim.

2. The claimant is entitled to the amount claimed at the date of lodging for record of the claim, pursuant to claimant's contract described above.

3. The work, services, material or equipment for which this lien claim is filed was provided exclusively in connection with the improvement of the real property which is the subject of this claim.

4. This claim form has been lodged for record with the County Clerk where the property is located within 90 or, if residential construction, 120 days from the last date upon which the work, services, material or equipment for which payment is claimed was provided.

5. This claim form has been completed in its entirety to the best of my ability and I understand that if I do not complete this form in its entirety, the form may be deemed invalid by a court of law.

6. This claim form will be served as required by statute upon the owner or community association, and upon the contractor or subcontractor against whom this claim has been asserted, if any.

7. The foregoing statements made by me in this claim form are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me in this claim form are willfully false, this construction lien claim will be void and that I will be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

 Company: _____
 Signed by: _____
 Signed as _____

<p><u>SUGGESTED NOTARIAL FOR INDIVIDUAL CLAIMANT:</u></p> <p>STATE OF _____</p> <p>COUNTY OF _____ ss:</p> <p>On this ____ day of _____, 20____, before me, the subscriber, personally appeared _____ who, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that claimant(s) signed, sealed and delivered the same as claimant's (s') act and deed, for the purposes therein expressed.</p> <p>..... NOTARY PUBLIC</p>	<p><u>SUGGESTED NOTARIAL FOR CORPORATE OR LIMITED LIABILITY CLAIMANT:</u></p> <p>STATE OF _____</p> <p>COUNTY OF _____ ss:</p> <p>On this ____ day of _____, 20____, the subscriber, personally appeared _____ who, I am satisfied is the _____ named herein and who by me duly sworn/affirmed, asserted authority to act on behalf of the entity and who, by virtue of its Bylaws, or Resolution of its Board of Directors, or partnership or operating agreement, as the case may be, executed the within instrument on its behalf, and thereupon acknowledged that claimant signed, sealed and delivered same as claimant's act and deed, for the purposes herein expressed.</p> <p>..... NOTARY PUBLIC</p>
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NOTICE TO OWNER OF REAL PROPERTY
NOTICE TO CONTRACTOR OR SUBCONTRACTOR, IF APPLICABLE

The owner's real estate may be subject to sale to satisfy the amount asserted by this claim. However, the owner's real estate cannot be sold until the facts and issues which form the basis of this claim are decided in a legal proceeding before a court of law. The lien claimant is required by law to commence suit to enforce this claim.

The claimant filing this lien claim shall forfeit all rights to enforce the lien claim and shall be required to discharge the lien claim of record, if the claimant fails to bring an action in the Superior Court, in the county in which the real property is situated, to establish the lien claim:

1. Within one year of the date of the last provision of work, services, material or equipment, payment for which the lien claim was filed; or
2. Within 30 days following receipt of written notice, by personal service or certified mail, return receipt requested, from the owner or community association, contractor, or subcontractor against whom a lien claim is filed, as appropriate, requiring the claimant to commence an action to establish the lien claim.

You will be given proper notice of the proceeding and an opportunity to challenge this claim and set forth your position. If, after the owner (and/or contractor or subcontractor) has had the opportunity to challenge this lien claim, the court of law enters a judgment against any of you and in favor of the claimant filing this lien claim, and thereafter judgment is not paid, the owner's real estate may then be sold to satisfy the judgment. A judgment against a community association for a claim of work, services, material or equipment pursuant to a contract with that community association cannot be enforced by a sale of real estate.

The owner may choose to avoid subjecting the real estate to sale by the owner (or contractor) by either:

1. paying the claimant and obtaining a discharge of lien claim from the claimant, by which the owner will lose the right to challenge this lien claim in a legal proceeding before a court of law; or
2. causing the lien claim to be discharged by filing a surety bond or making a deposit of funds as provided for in section 31 of P.L.1993, c.318 (C.2A:44A-31), by which the owner will retain the right to challenge this lien claim in a legal proceeding before a court of law.



THE LIEN RESOURCE LEADER

Let us file your Mechanics Lien:

- ✓ Research of **Legal Property Description** & Owner
- ✓ All County Recording Fees
- ✓ Service Fees to Serve Lien on Owner
- ✓ Coordination of Filing with County
- ✓ Tracking of Foreclosure Deadline
- ✓ Maintaining All Documents On Secure Server

ALL ONLY
\$295