

CALIFORNIA PRELIMINARY 20-DAY NOTICE

(In accordance with Civil Code Sections 3097 and 3098)

PRIVATE WORKS PROJECTS

TO: CONSTRUCTION LENDER (Or Reputed If Any)

Name: _____

Street: _____

City, State, Zip: _____

TO: OWNER OR REPUTED OWNER

Name: _____

Street: _____

City, State, Zip: _____

TO: ORIGINAL CONTRACTOR (Or Reputed Contractor)

Name: _____

Street: _____

City, State, Zip: _____

TO: OTHER (If any): _____

Name: _____

Street: _____

City, State, Zip: _____

General description of the labor, service, equipment, or materials furnished, or to be furnished, and an estimate of the total price:

\$ _____

NAME AND ADDRESS OF CLAIMANT GIVING THIS NOTICE:

Name: _____

Street: _____

City, State, Zip: _____

NAME OF PERSON OR FIRM THAT CONTRACTED TO PURCHASE THE LABOR, SERVICE, EQUIPMENT, OR MATERIALS:

DESCRIPTION OF JOB SITE SUFFICIENT FOR IDENTIFICATION:

Per California Civil Code Section 3097.1, the sender is required to have a Proof of Service Affidavit containing specific information.

Signature _____

Date _____

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor, or (2) any other method or device that is appropriate under the circumstances. Other than residential homeowners of dwellings containing fewer than five units, private project owners must notify the original contractor and any lien claimant who has provided the owner with a preliminary 20-day lien notice in accordance with Section 3097 of the Civil Code that a notice of completion or notice of cessation has been recorded within 10 days of its recordation. Notice shall be by registered mail, certified mail, or first-class mail, evidenced by a certificate of mailing. Failure to notify will extend the deadlines to record a lien.

California 20-Day Preliminary Notice Proof of Service Affidavit

The undersigned served copies of the California 20-Day Preliminary Notice form:

- By first class registered or certified mail, postage prepaid
- By personally delivering the notice to the person or the persons to be notified
- By leaving it at the address of the person or persons to be notified, with some person in charge

On: _____ at: _____
(Date Notice Served) (Time Notice was Served)

Names and Addresses of Parties Served

Construction Lender (or Reputed) if any

(Construction Lender Company Name)

(Name of Person Served)

(Title of Person Served if appropriate)

(Street)

(City, State, Zip)

Original Contractor (or Reputed)

(Original Contractor Company Name)

(Name of Person Served)

(Title of Person Served if appropriate)

(Street)

(City, State, Zip)

Owner (or Reputed)

(Owner Company Name if appropriate)

(Name of Person Served)

(Title of Person Served if appropriate)

(Street)

(City, State, Zip)

Other (if any)

(Other Company Name if appropriate)

(Name of Person Served)

(Title of Person Served if appropriate)

(Street)

(City, State, Zip)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person who served notice) _____
(Printed or typed name of signer)

(Title of signer) _____
(Name of company that signer represents)

Signed at _____, California, on _____, 20____
(City and/or County) (Month and Date) (Year)

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

California Civil Code Section 3262(d)(1)

Job/Account # _____

Upon receipt by the undersigned of a check from _____

in the sum of \$_____ payable to _____

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of _____

located at _____

to the following extent:

This release covers a progress payment for labor, services, equipment or material furnished to _____

through _____ only and does not cover any retention retained before or after the release date or extras furnished before the release date for which payment has not been received or extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanics lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said recipient should verify evidence of payment to the undersigned.

Date: _____

(COMPANY NAME)

By: _____

(SIGNATURE)

(PRINT NAME)

NOTE: CIVIL CODE 3262 (d)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

California Civil Code Section 3262(d)(2)

Job/Account # _____

The undersigned has been paid and has received a progress payment in the sum of \$ _____
for labor, services, equipment or material furnished to

on the job of _____
located at _____

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the
above-referenced job to the following extent. This release covers a progress payment for labor
services, equipment, or materials furnished to

through _____ only and does not cover any retentions retained before or after the release
date; extras furnished before the release date for which payment has not been received; extras or
items furnished after the release date. Rights based upon work performed or items furnished under a
written change order which has been fully executed by the parties prior to the release date are covered
by this release unless specifically reserved by the claimant in this release. This release of any
mechanics' lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights
between parties to the contract based upon a rescission, abandonment or breach of the contract, or the
right of the undersigned to recover compensation for furnished labor, services, equipment or material
covered by this release if that furnished labor, services, equipment, or material was not compensated
by the progress payment.

Date: _____ (COMPANY NAME)

By: _____ (SIGNATURE)

_____ (PRINT NAME)

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU, IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: CIVIL CODE 3262 (d)(2) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow the form set forth above.

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

California Civil Code Section 3262(d)(3)

Job/Account # _____

Upon receipt by the undersigned of a check from _____

in the sum of \$ _____ payable to _____

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of: _____

located at: _____

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ _____.

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Date: _____

(COMPANY NAME)

By:

(SIGNATURE)

(PRINT NAME)

NOTE: CIVIL CODE 3262(d)(3) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

California Civil Code Section 3262(d)(4)

Job/Account # _____

The undersigned has been paid in full for all labor, services, equipment or material furnished to: _____
on the job of: _____
located at: _____

and does hereby waive and release any right to a mechanics lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ _____.

Before any recipient of this document relies on it, said recipient should verify evidence of payment to the undersigned.

Date _____

(Company Name)

(Signature)

(Print Name)

(Title)

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU, IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: CIVIL CODE 3262(d)(4) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver that it has, in fact, been paid the final payment, the waiver and release shall follow substantially the form set forth above.