

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 statute. 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 statutes.

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, speciality 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: **Whoever is going to be paid provides the lien release and all final lien 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)

EXHIBIT F - PART

WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ _____,
hereby waives and releases its lien and right to claim for labor, services, or materials
furnished through _____, 2006,

to _____ (insert name of customer),

on the job of _____ (insert name of owner)

to the following property:

This waiver and release does not cover any retention of labor, services, or materials furnished
after the date specified.

Dated on: _____, 2006.

By: _____

Print Name: _____

Company: _____

EXHIBIT F - SUB/SUP

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim for labor, services or materials furnished through _____, 2006,

to _____ (insert name of customer),

on the job of _____ (insert name of owner)

to the following property:

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Dated on: _____, 2006

By: _____

Print Name: _____

Company: _____

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:

The undersigned has been employed by _____ (Owner's Name) to furnish labor and materials for construction work, under a Contract for Rehabilitation work dated _____, for the improvement of the premises described as _____ (Property address) in the City of St. Petersburg, 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: _____

By: _____, 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:

seal