

<b><u>Utah Bond &amp; Lien Deadlines</u></b>	<b>Gain It</b>	<b>Claim It</b>	<b>Tame It</b>
<b>Lien</b>	20 days	180 days	180 days
<b>Private Project Bond</b>	20 days	90 days	90 days
<b>Public Project Bond</b>	20 days	90 days	1 year
<b>Federal Bond (Miller Act)</b>	None	90 day	1 year

801-436-5949 OFFICE  
 855-797-2295 TOLL FREE  
 801-415-3500 FAX

372 24<sup>th</sup> Street, Suite 400  
 Ogden, Utah 84401



# FEDERAL MILLER ACT NOTICE

DATE: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

*Via Certified Mail : [Insert Certified Mail number]*

Original Contractor: \_\_\_\_\_

Bonding Company: \_\_\_\_\_

**NOTICE IS HEREBY GIVEN, that the undersigned claimant has not been paid in full, and intends to enforce his rights under the Miller Act, 40 USC 270a-270e.**

The kinds of labor, services, equipment, or materials furnished are:

\_\_\_\_\_  
\_\_\_\_\_

FOR JOB DESCRIBED AS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The name of the party for whom the labor, services, equipment or materials were furnished is:

\_\_\_\_\_

The amount in value of the labor, services, equipment or material furnished was: \$ \_\_\_\_\_

Payments, credits and offsets are: \$ \_\_\_\_\_

Balance unpaid and amount of claim: \$ \_\_\_\_\_

The date on which the last of the labor, services, equipment or materials was furnished was: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Claimant or Agent)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City, State and Zip Code)

Contractor's License # \_\_\_\_\_

Date: \_\_\_\_\_

**MAIL BY REGISTERED – WITH RETURN RECEIPT REQUESTED**

**PAYMENT NOTICE**

DATE:

ATTENTION:

*Via Certified Mail : [Insert Certified Mail number]*

Original Contractor: \_\_\_\_\_

Owner: \_\_\_\_\_

Bonding Company: \_\_\_\_\_

**NOTICE IS HEREBY GIVEN, that the undersigned claimant has not been paid in full, and intends to enforce his rights under Utah Code Ann § 14-2-1, et. seq., and § 63G-6-505.**

The kinds of labor, services, equipment, or materials furnished are:

\_\_\_\_\_  
\_\_\_\_\_

FOR JOB DESCRIBED AS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The name of the party for whom the labor, services, equipment or materials were furnished is:

\_\_\_\_\_

The amount in value of the labor, services, equipment or material furnished was: \$ \_\_\_\_\_

Payments, credits and offsets are: \$ \_\_\_\_\_

Balance unpaid and amount of claim: \$ \_\_\_\_\_

The date on which the last of the labor, services, equipment or materials was furnished was: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Claimant or Agent)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City, State and Zip Code)

**MAIL BY REGISTERED – WITH RETURN RECEIPT REQUESTED**

# Notice of Construction Lien

Claimant: \_\_\_\_\_ **Your Name** \_\_\_\_\_, \_\_\_\_\_ **Your address** \_\_\_\_\_, \_\_\_\_\_ **Your phone** \_\_\_\_\_  
Reputed Owner: \_\_\_\_\_ **Reputed Owner** \_\_\_\_\_  
Record Owner: \_\_\_\_\_ **Record Owner** \_\_\_\_\_  
Non-paying Party: \_\_\_\_\_ **Indebted contractor** \_\_\_\_\_  
Amount owed: \$\$\$\$ together with interest, costs, and attorney fees

First labor/materials were furnished: \_\_\_\_\_ **First Date** \_\_\_\_\_ Last labor/materials were furnished: \_\_\_\_\_ **Last Date** \_\_\_\_\_

Property subject to this lien:

**[Property Description]**

**[Land Tax ID #]**

PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner- occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CLAIMANT, \_\_\_\_\_ **Your name** \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:.

## ACKNOWLEDGMENT

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, \_\_\_\_\_ **Your name** \_\_\_\_\_ personally appeared before me and stated and swore under oath that he/she is the \_\_\_\_\_ **You job title** \_\_\_\_\_ to sign for Claimant, that this Notice of Mechanic's Lien was signed on claimant's behalf, that this claim of Mechanic's Lien and the information contained herein are true and correct and represents a valid claim to the best of \_\_\_\_\_ **Your name** \_\_\_\_\_ knowledge.

\_\_\_\_\_  
Notary Public

**UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Property Name: \_\_\_\_\_  
Property Location: \_\_\_\_\_  
Undersigned's Customer: \_\_\_\_\_  
Invoice/Payment Application Number: \_\_\_\_\_  
Payment Amount: \_\_\_\_\_  
Payment Period: \_\_\_\_\_

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Mechanics' Liens, or any bond right under Utah Code Ann., Title 14, Contractors Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount.

This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Its: \_\_\_\_\_

**UTAH WAIVER AND RELEASE UPON FINAL PAYMENT**

Property Name: \_\_\_\_\_  
Property Location: \_\_\_\_\_  
Undersigned's Customer: \_\_\_\_\_  
Invoice/Payment Application Number: \_\_\_\_\_  
Payment Amount: \_\_\_\_\_

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Mechanics' Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to the final payment for the work, materials, equipment, or combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from the final payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **RESTRICTIVE ENDORSEMENT**

"This check is a progress/final payment for property described on this check sufficient for identification. Endorsement of this check is an acknowledgment by the endorser that the waiver and release to which the payment applies is effective to the extent provided in Utah Code Ann. Subsection 38-1a-802 (4)(b) or (c) respectively."