

NOTICE OF COMMENCEMENT

1. Legal Description of location of Improvements
(Use attachment if space provided is not adequate)

2. Name of Party Contracting for Improvements:

Name: _____
Address: _____
Capacity (Owner, Lessee, Part Owner, Land Contract Vendee, etc.): _____

3. Name and address of fee owner if different than Party contracting for improvements:

Name: _____
Address: _____

4. Name and address of designee:

Name: _____
Address: _____

5. Name and address of general contractor, if any:

Name: _____
Address: _____

6. To lien claimants and subsequent purchasers:

TAKE NOTICE THAT WORK IS ABOUT TO COMMENCE ON AN IMPROVEMENT TO THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT. A PERSON HAVING A CONSTRUCTION LIEN MAY PRESERVE THE LIEN BY PROVIDING A NOTICE OF FURNISHING TO THE ABOVE NAMED DESIGNEE AND THE GENERAL CONTRACTOR, IF ANY AND BY TIMELY RECORDING A CLAIM OF LIEN, IN ACCORDNACE WITH LAW.

A PERSON HAVING A CONSTRUCTION LIEN ARISING BY VIRTUE OF WORK PERFORMED ON THIS IMPROVEMENT SHOULD REFER TO THE NAME OF THE OWNER OR LESSEE AND THE LEGAL DESCRIPTION APPEARING IN THIS NOTICE. A PERSON SUBSEQUENTLY ACQUIRING AN INTEREST IN THE LAND DESCRIBED IS NOT REQUIRED TO BE NAMED IN A CLAIM OF LIEN.

A COPY OF THIS NOTICE WITH AN ATTACHED FORM FOR NOTICE OF FURNISHING MAY BE OBTAINED UPON MAKING A WRITTEN REQUEST BY CERTIFIED MAIL TO THE ABOVE NAMED OWNER OR LESSEE, THE DESIGNEE, OR THE PERSON WITH WHOM YOU HAVE CONTRACTED.

7. Attached hereto is a blank Notice of Furnishing form.

BY: _____
(insert name and address of Owner or Lessee)

STATE OF MICHIGAN))S
COUNTY OF)

This Notice of Commencement and the information contained herein was sworn and verified before me this _____ day of _____ 19____, by _____ in his capacity as _____ of _____.

This Notice was prepared by: _____
County, Michigan

My commission expires: _____

(name)

(address)

NOTICE OF FURNISHING

TO: _____

(Insert name and address of Designee from Notice of Commencement-
only insert name of Owner or Lessee if Designee not named or died)

Please take notice that the undersigned is furnishing to _____

(Insert name and address of other contracting party)

certain labor/materials for _____

(describe type of work)

in connection with the improvement to the real property described in the Notice of Commencement, recorded in Liber

_____, on Page _____,

_____ County Records or _____

(a copy of which is attached hereto).

WARNING TO OWNER: THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT. IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THIS ACT, YOU SHOULD CONTACT AN ATTORNEY TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENTS TO YOUR PROPERTY.

(Name and address of lien claimant)

BY:

(Name and capacity of party
signing for lien claimant)

Dated: _____

(Address of party signing)

**CLAIM OF LIEN FOR CONTRACTOR,
SUBCONTRACTOR, OR SUPPLIER**

Notice is hereby given that on the _____ day of _____, 19____, _____
(name and

_____, first provided labor or material for an improvement to: _____
address of lien claimant)

(legal description of real property from Notice of Commencement)

The (Owner)(Lessee) of the above described real property is _____

(name of Owner or Lessee from Notice of Commencement)

The last day of providing labor or material was the _____ day of _____, 19____.

The lien claimant's contract amount, including extras, is \$ _____.

The lien claimant has received payment in the total amount of \$ _____, and therefore claims a construction
lien upon the above described real property in the amount of \$ _____.

(name and address of lien claimant)

BY: _____
(signature of lien claimant, agent or attorney)

(address of party signing claim of lien)

Dated: _____

Prepared By: _____

(name)

(address)

Subscribed and sworn to before me this
_____ day of _____, 19____.

Notary Public
_____ County, Michigan
My commission expires: _____

INSTRUCTIONS:

- (1) CLAIM OF LIEN TO BE RECORDED WITH COUNTY REGISTER OF DEEDS WITHIN 90 DAYS OF LAST LABOR OR MATERIAL.
- (2) ATTACH PROOF OF SERVICE OF NOTICE OF FURNISHING TO CLAIM OF LIEN AT TIME OF RECORDING.
- (3) IF CLAIMANT IS A "CONTRACTOR", CONTRACTOR MUST DELIVER A SWORN STATEMENT TO THE OWNER/LESSEE BEFORE RECORDING THE CLAIM OF LIEN.

CLAIM OF LIEN FOR LABORER ONLY

Notice is hereby given that on the _____ day of _____, 19____,

(name of lien claimant)

whose address is _____ first provided labor or material for an improvement to: _____

(legal description of real property from Notice of Commencement)

The (Owner)(Lessee) of the above described real property is _____

(name of Owner or Lessee from Notice of Commencement)

The last day of providing labor or material was the _____ day of _____ 19__.

The lien claimant's hourly rate, including fringe benefits and withholdings, is \$_____.

There is due and owing to or on behalf of the laborer the sum of \$_____ for which the laborer claims a construction lien upon the above-described real property.

BY: _____

(signature of lien claimant)

Address: _____

Telephone: _____

Signed on: _____
(date)

Prepared By: _____
(name)

(address)

Subscribed and sworn to before me this _____ day of _____, 19_____.

Notary Public _____ County, Michigan

My commission expires: _____

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as _____ of _____ (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNED IS NOT NAMED OR HAS DIED.

Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this
_____ day of _____, 19____.

Notary Public
_____ County, Michigan
My commission expires: _____

PARTIAL UNCONDITIONAL WAIVER

I/we have a contract with _____ to
(other contracting party)

provide _____
_____ for improvement to the property described

as: _____

and hereby waive my/our construction lien to the amount of \$ _____ for labor/materials provided through _____

(date)

This waiver, together with all previous waivers, if any (circle one) does/does not cover all amounts due to me/us for contract improvements provided through the date shown above.

BY: _____

(signature of lien claimant)

Address: _____

Telephone: _____

Signed on: _____
(date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

PARTIAL CONDITIONAL WAIVER

I/we have a contract with _____
(other contracting party)

to provide _____
_____ for the improvement to the property described

as _____

and hereby waive my/our construction lien to the amount of \$ _____ for labor/materials
provided through _____
(date)

This waiver, together with all previous waivers, if any (circle one) does/does not cover all amounts due to me/us for contract
improvements provided through the date shown above.

This waiver is conditioned on actual payment of the amount shown above.

BY: _____

(signature of lien claimant)

Address: _____

Telephone: _____

Signed on: _____
(date)

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FULL UNCONDITIONAL WAIVER

My/our contract with _____
(other contracting party)

to provide _____
_____ for the improvement of the property described

as: _____

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

BY: _____
(signature of lien claimant)

Address: _____

Telephone: _____

ed on: _____
(date)

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JOINT CHECK AGREEMENT

WHEREAS, (GENERAL CONTRACTOR) is the General Contractor upon the (name of Construction Project), project; and

WHEREAS, (TROUBLED SUBCONTRACTOR) is a Subcontractor to General Contractor upon said Construction Project; and

WHEREAS, (SUPPLIER OR SUB-SUBCONTRACTOR) is supplying labor and/or materials to (Troubled Subcontractor) upon said project; and

WHEREAS, all parties hereto are desirous of assuring that appropriate payments are made and received by the parties hereto.

NOW, THEREFORE,

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That (GENERAL CONTRACTOR) has entered into a contract with (TROUBLED SUBCONTRACTOR) for services to be performed upon Construction Project in the amount of \$ _____.

2. That (TROUBLED SUBCONTRACTOR) has entered into a contract with (SUPPLIER OR SUB-SUBCONTRACTOR) to provide labor and/or materials to Construction Project in the amount of \$ _____.

3. That when and if monies become due to (TROUBLED SUBCONTRACTOR) from (GENERAL CONTRACTOR), pursuant to the terms and conditions of the contract between (TROUBLED CONTRACTOR) and (GENERAL CONTRACTOR) for the labor and/or materials supplied by (TROUBLED SUBCONTRACTOR), (GENERAL CONTRACTOR) agrees to issue joint checks in the amounts due from time to time to (TROUBLED SUBCONTRACTOR), which checks shall be payable to (TROUBLED SUBCONTRACTOR) and (SUPPLIER OR SUB-SUBCONTRACTOR).

4. Any payment by (GENERAL CONTRACTOR) in the form of a joint check to TROUBLED SUBCONTRACTOR and SUPPLIER OR SUB-SUBCONTRACTOR shall constitute payment in the amount of the joint check to TROUBLED SUBCONTRACTOR upon its contract with (GENERAL CONTRACTOR).

5. Any breach by TROUBLED SUBCONTRACTOR of its Contract with (GENERAL CONTRACTOR), shall terminate any obligations of this Agreement.

6. In no event shall joint check payments made hereunder by (GENERAL CONTRACTOR) exceed the amount of the Contract between TROUBLED SUBCONTRACTOR and SUPPLIER OR SUB-SUBCONTRACTOR.

7. That SUPPLIER OR SUB-SUBCONTRACTOR, by execution hereof, acknowledges that it is the obligation of TROUBLED SUBCONTRACTOR to pay other laborers, suppliers, subcontractors and materialmen upon this Construction Project and agrees to accept as payment of its Contract with (TROUBLED SUBCONTRACTOR) the sums paid by the Owner to (GENERAL CONTRACTOR) and then by (GENERAL CONTRACTOR) jointly to TROUBLED SUBCONTRACTOR and SUPPLIER OR SUB-SUBCONTRACTOR as payment of TROUBLED SUBCONTRACTOR'S obligations of its contract with SUPPLIER OR SUB-SUBCONTRACTOR.

8. All payments made pursuant to this Joint Check Agreement shall be applied by SUPPLIER OR SUB-SUBCONTRACTOR exclusively to the indebtedness of TROUBLED SUBCONTRACTOR upon this project and the above-referenced Contract.

9. Acceptance or endorsement of any joint check shall constitute receipt of the full amount of such check by both TROUBLED SUBCONTRACTOR and SUPPLIER OR SUB-SUBCONTRACTOR upon this project and shall further constitute a waiver in the amount of the

Joint Check of all rights of either TROUBLED SUBCONTRACTOR or SUPPLIER OR SUB-SUBCONTRACTOR of any lien upon the project or of any claim upon any labor or material payment bond issued relative to this project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the _____ day of _____, 200_.

(GENERAL CONTRACTOR)

Witness

By _____

Witness

Its _____

TROUBLED SUBCONTRACTOR

Witness

By _____

Witness

Its _____

SUPPLIER OR SUB-SUBCONTRACTOR

Witness

By _____

Witness

Its _____

FULL CONDITIONAL WAIVER

My/our contract with _____
(other contracting party)

to provide _____
_____ for the improvement of the property described
as: _____

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on actual payment of \$ _____.

BY: _____
(signature of lien claimant)

Address: _____

Telephone: _____

Signed on: _____
(date)

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