

## IMPORTANT NOTICE INSTRUCTIONS

18-44-115. Notice to owner by contractor. **MUST BE GIVEN BEFORE START OF WORK**

(a)(1) **No lien upon** residential real estate containing four (4) or fewer units may be acquired by virtue of this subchapter unless the **owner or his or her authorized agent owner of the residential real estate, the owner's authorized agent, or the owner's registered agent has received, by personal delivery or by certified mail**, a copy of the notice set out **ON THE NEXT PAGE**.

(2) The notice required by this section subsection **shall not require the signature** of the owner or his or her authorized agent owner of the residential real estate, the owner's authorized agent, or the owner's registered agent in an instance when the notice **is delivered by certified mail**.

(b)(1)(A)(3) It shall be the duty of the residential contractor to give the owner or his or her authorized agent owner, the owner's authorized agent, or the owner's registered agent the notice set out in this subsection (c) of this section on behalf of all potential lien claimants under his or her contract prior to the supplying of any materials or fixtures before the commencement of work.

**(4) If a residential contractor fails to give the notice required under this subsection, then the residential contractor is barred from bringing an action either at law or in equity, including without limitation quantum meruit, to enforce any provision of a residential contract.**

(B)(5)(A) Any potential lien claimant may also give notice.

(B)(i) If before commencing work or supplying goods a subcontractor, material supplier, laborer, or other lien claimant gives notice under this section, the notice shall be effective for all subcontractors, material supplies, laborers, and other lien claimants notwithstanding that the notice was given after the project commences as defined under § 18-44-110(a)(2).

(ii) If the notice relied upon by a lien claimant to establish a lien under this subchapter is given by another lien claimant under subdivision (a)(5)(B)(i) of this section after the project commences, the lien of the lien claimant shall secure only the labor, material, and services supplied after the effective date of the notice under subdivision (a)(5)(B)(i) of this section.

(2)(C) However, no lien may be claimed by any subcontractor, laborer, material supplier of materials or fixtures, or other lien claimant unless the owner or agent of the residential real estate, the owner's authorized agent, or the owner's registered agent has received at least one (1) copy of the notice, which need not have been given by the particular lien claimant.

**(6) A residential contractor who fails to give the notice required by this subsection is guilty of a violation pursuant to § 5-1-108 and upon pleading guilty or nolo contendere to or being found guilty of failing to give the notice required by this subsection shall be punished by a fine not exceeding one thousand dollars (\$1,000).**

(c)(7) The notice set forth in this subsection **may be incorporated into the contract or affixed to the contract and shall be conspicuous, set out in boldface type, worded exactly as stated in all capital letters, and shall read as follows: THE COMPLETE NOTICE IS ON THE NEXT PAGE.**

**"IMPORTANT NOTICE TO OWNER**

I UNDERSTAND THAT EACH PERSON CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, ARCHITECT, ENGINEER, SURVEYOR, APPRAISER, LANDSCAPER, ABTRACTOR, OR TITLE INSURANCE AGENT SUPPLYING LABOR, SERVICES, MATERIAL, OR FIXTURES IS ENTITLED TO A LIEN AGAINST THE PROPERTY IF NOT PAID IN FULL FOR THE LABOR, SERVICES, MATERIALS, OR FIXTURES USED TO IMPROVE, CONSTRUCT, OR INSURE OR EXAMINE TITLE TO THE PROPERTY EVEN THOUGH THE FULL CONTRACT PRICE MAY HAVE BEEN PAID TO THE CONTRACTOR. I REALIZE THAT THIS LIEN CAN BE ENFORCED BY THE SALE OF THE PROPERTY IF NECESSARY. I AM ALSO AWARE THAT PAYMENT MAY BE WITHHELD TO THE CONTRACTOR IN THE AMOUNT OF THE COST OF ANY SERVICES, FIXTURES, AND MATERIALS LABOR NOT PAID FOR. I KNOW THAT IT IS ADVISABLE TO, AND I MAY, REQUIRE THE CONTRACTOR TO FURNISH TO ME A TRUE AND CORRECT FULL LIST OF ALL SUPPLIERS AND SERVICE PROVIDERS UNDER THE CONTRACT, AND I MAY CHECK WITH THEM TO DETERMINE IF ALL MATERIALS, LABOR, FIXTURES, AND SERVICES FURNISHED FOR THE PROPERTY HAVE BEEN PAID FOR. I MAY ALSO REQUIRE THE CONTRACTOR TO PRESENT LIEN WAIVERS BY ALL SUPPLIERS AND SERVICE PROVIDERS, STATING THAT THEY HAVE BEEN PAID IN FULL FOR SUPPLIES AND SERVICES PROVIDED UNDER THE CONTRACT, BEFORE I PAY THE CONTRACTOR IN FULL. IF A SUPPLIER OR OTHER SERVICE PROVIDER HAS NOT BEEN PAID, I MAY PAY THE SUPPLIER OR OTHER SERVICE PROVIDER AND CONTRACTOR WITH A CHECK MADE PAYABLE TO THEM JOINTLY.

SIGNED: \_\_\_\_\_  
ADDRESS OF PROPERTY: \_\_\_\_\_  
DATE: \_\_\_\_\_

I HEREBY CERTIFY THAT THE SIGNATURE ABOVE IS THAT OF THE OWNER, REGISTERED AGENT OF THE OWNER, OR AUTHORIZED AGENT OF THE OWNER OF THE PROPERTY AT THE ADDRESS SET OUT ABOVE.

\_\_\_\_\_  
CONTRACTOR"