

PRELIMINARY NOTICE

(Preliminary Notice · Notice to Owner · 20-Day Preliminary Notice · Notice of Furnishing · Notice to Lien Agent ·
Notice of Unpaid Balance · Monthly Pre-Lien Notice)

Statutory notice preserving mechanic's-lien, stop-payment-notice, and payment-bond rights

TIME-SENSITIVE — DO NOT DELAY. This notice must be served within the **state-specific deadline** identified in **Section 5** below, measured from the date of **first furnishing** of labor, services, materials, or equipment to the Project. Late service partially or completely forfeits lien rights in every state covered by this template. Confirm the first-furnishing date precisely before serving.

SECTION 1 — NOTICE IDENTIFICATION

1.1 Notice Type (check one)

- California 20-Day Preliminary Notice** — Cal. Civ. Code §§ 8200–8216
- Florida Notice to Owner** — Fla. Stat. § 713.06(2)
- Arizona 20-Day Preliminary Notice** — A.R.S. § 33-992.01
- Texas Monthly Notice to Owner and Original Contractor** — Tex. Prop. Code § 53.056
- Illinois Subcontractor 90-Day Notice** — 770 ILCS 60/24 (as amended by P.A. 103-0827, eff. Jan 1, 2025)
- Ohio Notice of Furnishing** — ORC § 1311.05 (21-day)
- Michigan Notice of Furnishing** — MCL 570.1109 (20-day)
- North Carolina Notice to Lien Agent** — N.C.G.S. § 44A-11.2 (via LiensNC.com)
- New Jersey Notice of Unpaid Balance and Right to File Lien (NUB)** — N.J.S.A. 2A:44A-20
- Massachusetts Notice of Identification / Notice of Contract / Notice of Subcontract** — M.G.L. c. 254 §§ 2, 4
- Maryland Notice of Intent to Claim a Lien** — Md. Code, Real Prop. § 9-104 (120-day)
- Washington Notice to Owner / Notice of Right to Claim Lien** — RCW 60.04.031
- Tennessee Notice of Nonpayment** — T.C.A. § 66-11-145 (monthly)
- Georgia Notice to Contractor** — O.C.G.A. § 44-14-361.5
- Pennsylvania Notice of Furnishing (Searchable Project)** — 49 P.S. § 1501.5
- Virginia Optional Preliminary Notice (Personal-Liability Upgrade)** — Va. Code § 43-11
- New York** — no statewide statutory preliminary notice; this document serves as project-record notice and reservation of lien rights under N.Y. Lien Law § 10
- Connecticut** — no statewide statutory preliminary notice; this document serves as project-record notice and reservation of lien rights under Conn. Gen. Stat. § 49-34
- Other / Generic Preliminary Notice** — State: *[State]* , Statute: *[Cite]*

1.2 State and Statutory Citation

State for which this Notice is given: *[State]*

Governing statute(s): *[Code citation, e.g., Cal. Civ. Code §§ 8200–8216]*

Statutory deadline (calendar days from first furnishing): *[Days — e.g., 20 / 21 / 45 / 90 / 120]*

Computed service deadline date: *[Date]*

Notice serial / file number (Claimant's internal): *[File No.]*

1.3 Project Tracking

Claimant's Project Number: *[Project No.]*

Upstream Contractor's Project Number (if known): *[Project No.]*

Owner's Project Number (if known): [Project No.]

Building Permit Number: [Permit No.]

Recorded Notice of Commencement (FL/OH/MI/NC/PA-Searchable) instrument no.:

[Instrument No., Book/Page, recording date]

LiensNC.com Project ID (NC only): [LiensNC.com Project ID]

Pennsylvania SCND Project ID (Searchable Project only): [SCND Project ID]

SECTION 2 — PARTIES

2.1 Claimant (the party giving this Notice)

Legal Name: [Claimant Legal Entity Name]

Entity Type: [Corporation / LLC / Partnership / Sole Proprietorship]

State of Formation: [State]

Federal EIN: [EIN]

Principal Office Address: [Street, City, State, ZIP]

Mailing Address for Service (if different): [Street, City, State, ZIP]

Contractor / Trade License No.: [License Number]

License Classification(s): [e.g., Class A General / C-10 Electrical / C-36 Plumbing / etc.]

State(s) Licensed: [State(s)]

Authorized Representative: [Name, Title]

Phone: [Phone] | **Fax:** [Fax] | **Email:** [Email]

Claimant is a direct contractor first-tier subcontractor second-tier subcontractor sub-subcontractor material supplier equipment lessor design professional laborer.

2.2 Party with Whom Claimant Contracted (the "Upstream Party")

Legal Name: [Upstream Party Name]

Entity Type: [Corporation / LLC / etc.]

Address: [Street, City, State, ZIP]

License No. (if applicable): [License No.]

Phone / Email: [Phone] / [Email]

Relationship to Project: Prime / Direct Contractor Subcontractor Sub-subcontractor Construction Manager

2.3 Project Owner (the Owner of Record)

Legal Name: [Owner Legal Entity Name or Individual Name]

Ownership Form: Individual Corporation LLC Partnership Trust Joint Tenancy Governmental Entity

Mailing Address per Recorded Deed: [Street, City, State, ZIP]

Service Address per Recorded Notice of Commencement (FL/OH/MI): [Street, City, State, ZIP]

Owner's Designated Agent for Service of Notices (FL Notice of Commencement § 713.13):
[Name, Address, Phone, Email]

Phone / Email (if known): [Phone] / [Email]

Florida note — service address. Under Fla. Stat. § 713.18, service to the owner address listed on the recorded Notice of Commencement is statutorily sufficient even if outdated. Always verify the recorded NOC and serve the owner address shown there.

2.4 Direct Contractor / Prime Contractor (the General Contractor, if Claimant is a sub-tier party)

Legal Name: [GC Legal Entity Name]

Address: [Street, City, State, ZIP]

License No.: [License No.]

Phone / Email: [Phone] / [Email]

Surety / Payment Bond (if any): [Surety Name, Bond No., Address]

2.5 Construction Lender (if Known)

Lender Name: [Lender Name]

Branch / Loan Officer: [Branch, Officer Name]

Address for Service of Notices: [Street, City, State, ZIP]

Construction Loan Number (if known): [Loan No.]

Deed of Trust / Mortgage recording reference (if known): [Instrument No., Book/Page]

California, Arizona — lender service is mandatory. Under Cal. Civ. Code § 8200(e) and A.R.S. § 33-992.01(B), preliminary notice must be served on the construction lender if any. A direct contractor in California is exempt from serving the owner but must still serve the lender to preserve payment-bond claim rights under Civ. Code § 8612.

2.6 Designated North Carolina Lien Agent (NC projects \$30,000+ only)

Lien Agent Name (per LiensNC.com): [Lien Agent Name — typically a title-insurance company]

Address: [Street, City, State, ZIP]

LiensNC.com Project URL: [https://www.liensnc.com/projects/...]

Date Owner Designated Lien Agent: [Date]

NC service is electronic. Notice to Lien Agent is served through LiensNC.com under N.C.G.S. § 44A-11.2 and forwarded automatically to the designated Lien Agent. The 15-day clock runs from the Claimant's first furnishing.

2.7 Additional Parties Served

Role	Name	Address	Service Method
[e.g., Architect of Record]	[Name]	[Address]	[Method]
[e.g., Surety on Payment Bond]	[Name]	[Address]	[Method]
[e.g., Public Owner / Awarding Authority]	[Name]	[Address]	[Method]

SECTION 3 — PROJECT IDENTIFICATION

3.1 Project Location and Legal Description

Project Name (if any): [Project Name]

Site Address: [Street Address, City, County, State, ZIP]

County: [County]

Legal Description per recorded deed: [Lot, Block, Subdivision, Tract, Section/Township/Range, per Plat Book/Page]

APN / Tax Parcel ID: [Parcel ID]

Recorded Deed Reference: [Instrument No., Book/Page, Date]

Recorded Notice of Commencement (FL/OH/MI): [Instrument No., Date, Designated Agent]

Description sufficiency. Most state lien statutes require a property description "sufficient for identification." The safest practice is to use the legal description from the recorded deed verbatim, supplemented by the street address and parcel ID. A street address alone is often defective.

3.2 Project Type and Use

New Construction Addition Renovation / Remodel Tenant Improvement Infrastructure / Public Works Other: [Describe]

Owner-occupied 1- or 2-family residence (triggers NJ AAA arbitration / AZ § 33-1002 owner-occupied carve-out / NC LiensNC exemption / WA RCW 60.04.031(3) residential remodel cap)

Multi-family / condominium Commercial / industrial Public / governmental

3.3 Critical Furnishing Dates

Date of Claimant's First Furnishing of labor, services, materials, or equipment to the

Project: [Date — THIS DATE STARTS THE NOTICE CLOCK]

Method of First Furnishing: Labor on site Material delivered to site Equipment delivered to site Specially fabricated material order accepted (TX § 53.058 only)

Date of Claimant's Last Furnishing (leave blank if ongoing): [Date]

Status of Furnishing: Ongoing Complete Suspended Terminated

First-furnishing is the trap. In every state covered by this template, the notice deadline runs from *first furnishing on the project*, not from contract execution, not from the first invoice, not from project award. Warehouse shipping is not first furnishing; the date materials physically arrive at the site (or labor is first performed on site) controls. Calendar days, not business days. Track this date contemporaneously — reconstructing it from records months later is the most common cause of forfeited lien rights.

3.4 Estimated Value of the Work to Be Furnished

Total contract value with Upstream Party: \$ [Amount]

Estimated value of labor, services, materials, and equipment to be furnished to date of this Notice: \$ [Amount to Date]

Estimated total value of labor, services, materials, and equipment to be furnished through completion: \$ [Total Estimate]

Unpaid balance as of date of this Notice (if monthly notice — TN/TX): \$ [Unpaid Balance]

Retainage withheld to date: \$ [Retainage]

Arizona — 30% rule. Under A.R.S. § 33-992.01(H), if the estimated total price increases by 30% or more after service of the original Preliminary 20-Day Notice, a new or amended notice is required within 20 days of the change.

SECTION 4 — DESCRIPTION OF LABOR, SERVICES, MATERIALS, AND EQUIPMENT

4.1 Narrative Scope Statement

NOTICE IS HEREBY GIVEN that the undersigned Claimant **has furnished or will furnish** the following labor, professional services, materials, equipment, fixtures, machinery, tools, or transportation to the Project identified in Section 3, under contract with the Upstream Party identified in Section 2.2:

[Detailed scope statement. Be specific. Examples: "Furnishing and installation of structural steel including W-shape beams, HSS columns, base plates, anchor bolts, shear connectors, and welded and bolted connections for the building frame from foundation to roof," or "Furnishing and installation of complete domestic water, sanitary waste and vent, storm drainage, and natural gas piping systems including all fixtures, valves, hangers, insulation, and required testing."]

4.2 CSI MasterFormat Classification

The Work falls within the following Construction Specifications Institute (CSI) MasterFormat 2020 Edition divisions and sections (check all that apply and identify section numbers):

CSI Division	Title	Applies?	Section No(s).
01	General Requirements	<input type="checkbox"/>	[01 11 00 etc.]
02	Existing Conditions	<input type="checkbox"/>	[Sections]
03	Concrete	<input type="checkbox"/>	[Sections]
04	Masonry	<input type="checkbox"/>	[Sections]
05	Metals (incl. structural steel)	<input type="checkbox"/>	[05 12 00, 05 21 00, etc.]
06	Wood, Plastics, and Composites	<input type="checkbox"/>	[Sections]
07	Thermal and Moisture Protection	<input type="checkbox"/>	[Sections]
08	Openings	<input type="checkbox"/>	[Sections]
09	Finishes	<input type="checkbox"/>	[Sections]

10	Specialties	<input type="checkbox"/>	[Sections]
21	Fire Suppression	<input type="checkbox"/>	[Sections]
22	Plumbing	<input type="checkbox"/>	[Sections]
23	Heating, Ventilating, and Air-Conditioning (HVAC)	<input type="checkbox"/>	[Sections]
26	Electrical	<input type="checkbox"/>	[Sections]
27	Communications	<input type="checkbox"/>	[Sections]
28	Electronic Safety and Security	<input type="checkbox"/>	[Sections]
31	Earthwork	<input type="checkbox"/>	[Sections]
32	Exterior Improvements	<input type="checkbox"/>	[Sections]
33	Utilities	<input type="checkbox"/>	[Sections]

4.3 Trade / Specialty

General Contracting / Construction Management
 Structural Steel
 Mechanical / HVAC
 Plumbing
 Electrical
 Concrete
 Masonry
 Roofing
 Excavation / Sitework
 Fire Protection / Sprinkler
 Glazing / Curtain Wall
 Drywall / Acoustical
 Material Supplier
 Equipment Rental
 Design Professional (Arch/Eng/Surveyor)
 Other: [Describe]

SECTION 5 — STATUTORY NOTICE LANGUAGE (SELECT STATE BLOCK BELOW; DELETE INAPPLICABLE BLOCKS)

HOW TO USE THIS SECTION. The blocks below contain the substantive statutory notice language required by the principal states covered by this template. **Use the block for the state where the Project is located, complete the Claimant-specific fields, and delete all other state blocks** before serving. Each state's lien statute is strict-compliance; the prescribed language, font, and warnings cannot be deviated from in material respects. Where a state prescribes boldface or all-caps warnings, those must be preserved when the document is finalized for service.

5.A CALIFORNIA — 20-Day Preliminary Notice (Cal. Civ. Code §§ 8200–8216)

Deadline. Not later than **20 days** after the Claimant first furnished labor, services, materials, or equipment to the Project (Cal. Civ. Code § 8204). A late notice preserves lien rights only for work furnished within the 20-day period before service, plus everything furnished thereafter; work furnished more than 20 days before service is forfeited.

Recipients (Cal. Civ. Code § 8200). Owner; direct contractor (prime); construction lender, if any. A direct contractor is exempt from serving the owner but must serve the lender (§ 8200(e)).

Service methods (Cal. Civ. Code § 8108, § 8110, § 8116). Personal delivery; first-class registered or certified mail; or overnight courier with proof of delivery. **Email and fax do not satisfy § 8200.**

Required statutory notice to the owner (Cal. Civ. Code § 8202). The following warning must appear in not less than 10-point boldface type:

NOTICE TO PROPERTY OWNER

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before

making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and subcontractors who have provided you or your contractor with a preliminary 20-day lien notice. The failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

Required content (Cal. Civ. Code § 8202(a)). Name and address of claimant; name and address of person with whom claimant contracted; description of labor, services, equipment, or materials; estimated total price; legal description or street address sufficient for identification; common designation, if any; and the § 8202 boldface warning above.

5.B FLORIDA — Notice to Owner (Fla. Stat. § 713.06(2))

Deadline. Before commencing, or not later than **45 days** after first furnishing labor, services, or materials to the Project. The 45 days runs from first furnishing on the project, not from contract signing. Late service is a **complete defense to any lien** — there is no grace period and no substantial-compliance doctrine.

Recipients (Fla. Stat. § 713.06(2)(a) & (b)). Owner; owner's designated agent per the recorded Notice of Commencement (§ 713.13); direct contractor; surety on payment bond, if any.

Service methods (Fla. Stat. § 713.18). Personal delivery; certified or registered U.S. mail with return receipt requested; actual delivery to and signed receipt by the addressee. Traceable private courier (FedEx, UPS) with proof of delivery is accepted by current practice. Service to the address shown on the recorded Notice of Commencement is statutorily sufficient even if that address is outdated.

Required boldface warning (Fla. Stat. § 713.06(2)(c)). The following language must appear in conspicuous, boldfaced type and may not be altered:

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

Required content (Fla. Stat. § 713.06(2)(c)). Lienor's name and address; description of real property sufficient for identification; name of person with whom lienor contracted; nature of services or materials furnished or to be furnished; the boldface warning above.

45-day deadline worksheet:

Step	Date
Date of Claimant's first furnishing on Project (Day 0)	[Date]
Day 45 (calendar days, including weekends and holidays)	[Date]
Target service date (recommend \leq Day 30 for safety margin)	[Date]
Actual service date	[Date]

5.C ARIZONA — 20-Day Preliminary Notice (A.R.S. § 33-992.01)

Deadline. Within **20 days** after the Claimant first furnishes labor, professional services, materials, machinery, fixtures, or tools to the jobsite (A.R.S. § 33-992.01(E)). Late service preserves lien rights only for labor or materials furnished within the 20 days preceding the late service, plus everything thereafter.

Recipients (A.R.S. § 33-992.01(B)). Owner or reputed owner; original contractor or reputed original contractor; construction lender, if any, or reputed construction lender; the person with whom the Claimant has contracted.

Service methods (A.R.S. § 33-992.01(G)) — ONLY: (1) First-class mail with USPS certificate of mailing; (2) registered U.S. mail; or (3) certified U.S. mail. **Email, fax, and hand delivery are not authorized statutory methods.**

Required content (A.R.S. § 33-992.01(C)):

1. A statement that the notice is given pursuant to A.R.S. § 33-992.01.
2. The name and address of the person furnishing labor, professional services, materials, machinery, fixtures, or tools.
3. The name and address of the person who contracted with the Claimant.
4. The legal description, subdivision plat description, or street address of the jobsite sufficient for identification.
5. A general description of the labor, professional services, materials, machinery, fixtures, or tools furnished or to be furnished.
6. The name and address of the person with whom the Claimant has contracted to furnish, and the estimated total price.
7. The following statement in 10-point bold-faced type:

NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, OR MATERIALS THAT WE FURNISH, OR HAVE FURNISHED, A MECHANIC'S LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING IMPROVED MAY BE PLACED AGAINST THE PROPERTY. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY EITHER (1) REQUIRING YOUR CONTRACTOR TO FURNISH A CONDITIONAL WAIVER AND RELEASE PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 33-1006 AND 33-1008 SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE YOU MAKE PAYMENT TO YOUR CONTRACTOR; OR (2) REQUIRING YOUR CONTRACTOR TO PROVIDE AN UNCONDITIONAL WAIVER AND RELEASE BY THE PERSON OR FIRM GIVING YOU THIS NOTICE AFTER YOU MAKE PAYMENT TO YOUR CONTRACTOR; OR (3) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. WITHIN TEN DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE THE OWNER OR OTHER INTERESTED PARTY IS REQUIRED TO FURNISH ALL INFORMATION NECESSARY TO CORRECT ANY INACCURACIES IN THE NOTICE PURSUANT TO ARIZONA REVISED STATUTES SECTION 33-992.01, SUBSECTION I OR LOSE AS A DEFENSE ANY INACCURACY OF THAT INFORMATION. WITHIN THIRTY DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE FROM A PERSON OR ENTITY THAT IS PROVIDING LABOR, THE OWNER OR ANY OTHER INTERESTED

PARTY, IF THEY BELIEVE THAT THE PERSON OR ENTITY HAS NO RIGHT TO FILE A LIEN, MAY FILE A COMPLAINT IN THE SUPERIOR COURT IN THE COUNTY WHERE THE JOBSITE IS LOCATED TO CHALLENGE THE PERSON'S OR ENTITY'S RIGHT TO FILE A PRELIMINARY TWENTY DAY NOTICE OR A SUBSEQUENT LIEN.

Owner-occupied carve-out (A.R.S. § 33-1002). On an owner-occupied one- or two-family dwelling, **only the direct contractor with a written contract signed by the owner-occupant** has lien rights. Subcontractors, sub-subcontractors, and material suppliers have **no lien rights** against the dwelling regardless of perfect 20-day notice compliance.

5.D TEXAS — Monthly Pre-Lien Notice to Owner and Original Contractor (Tex. Prop. Code § 53.056)

Texas requires a SEPARATE notice for EVERY MONTH of unpaid labor or materials. Each month's notice is independent. Missing a monthly notice forfeits lien rights as to that month's work even if other months' notices are perfect.

Deadlines (Tex. Prop. Code § 53.056(b)–(c)):

- **Commercial projects:** Not later than the **15th day of the third calendar month** after each month in which the labor or materials were provided.
- **Residential projects:** Not later than the **15th day of the second calendar month** after each month in which the labor or materials were provided.
- **SB 929 (eff. May 21, 2025):** Any deadline falling on a Saturday, Sunday, or legal holiday is automatically extended to the next non-holiday weekday.

Recipients. Owner or reputed owner; original contractor (if Claimant is a sub-tier party).

Service method. Certified or registered U.S. mail to last-known business or residence address (Tex. Prop. Code § 53.003).

Required content (Tex. Prop. Code § 53.056(d)): date of notice; project description and address; Claimant's name and contact information; type of labor or materials provided; original contractor's name; claim amount; party with whom Claimant contracted; invoices may be attached.

Fund-trapping language (Tex. Prop. Code § 53.081 et seq.) — to require the owner to withhold payment from the prime, the following statement must be

included verbatim:

NOTICE TO OWNER: IF THIS CLAIM REMAINS UNPAID, THE OWNER MAY BE PERSONALLY LIABLE AND THE OWNER'S PROPERTY MAY BE SUBJECT TO A LIEN UNLESS THE OWNER WITHHOLDS PAYMENTS FROM THE CONTRACTOR FOR PAYMENT OF THE CLAIM OR THE CLAIM IS OTHERWISE PAID OR SETTLED.

Specially fabricated items (Tex. Prop. Code § 53.058). A claimant furnishing specially fabricated materials must give an **additional** notice not later than the 15th day of the second calendar month after acceptance of the fabrication order. The § 53.056 monthly notice is also still required.

Monthly schedule worksheet:

Month Work Performed	Commercial Deadline (15th of 3rd month)	Residential Deadline (15th of 2nd month)	Notice Date Served	Tracking No.
[Month/Year]	[Date]	[Date]	[Date]	[USPS / FedEx tracking]
[Month/Year]	[Date]	[Date]	[Date]	[Tracking]
[Month/Year]	[Date]	[Date]	[Date]	[Tracking]
[Month/Year]	[Date]	[Date]	[Date]	[Tracking]

5.E ILLINOIS — Subcontractor 90-Day Notice (770 ILCS 60/24, as amended by P.A. 103-0827 eff. Jan 1, 2025)

Deadline. Within **90 days** of the last date on which the Claimant performed work or delivered material to the Project.

Recipients. Owner of record; owner's designated agent; construction lender (mortgagee), if any.

Service methods (P.A. 103-0827, effective January 1, 2025):

- Personal service;
- U.S. mail certified or registered with return receipt requested;
- A nationally recognized commercial delivery company with tracking service (**FedEx, UPS, DHL**);
- No specific recipient signature is required – digital tracking confirmation is sufficient proof of delivery;
- **Notice is legally served on the date of mailing or pickup**, not on the date of arrival. This fixes the prior trap of mail delays pushing delivery past the 90-day window.

Content. The notice must substantially conform to the statutory form at 770 ILCS 60/24 and must be sworn (notarized). Required elements: Claimant identity; project address; identity of the person with whom Claimant contracted; description of labor or materials; total contract value; amount claimed unpaid.

Effect of failure. Failure to serve the owner within 90 days invalidates the lien as against the owner. Failure to serve the lender within 90 days makes the lien inoperable as against the lender.

Residential 60-day owner notice (770 ILCS 60/5(a)). On owner-occupied residences of 4 or fewer units, the general contractor (not subs) owes a separate 60-day pre-construction or pre-payment owner notice. Subcontractors must still serve the 90-day § 24 notice.

5.F OHIO — Notice of Furnishing (ORC § 1311.05) — 21-day clock

Deadline. Within **21 calendar days** after the Claimant first performs labor or work or first furnishes materials to the Project, **provided a Notice of Commencement has been recorded** by the owner under ORC § 1311.04.

Who must serve. Any subcontractor, materialman, or laborer **not in direct privity with the owner**. First-tier subs in direct privity with the prime, suppliers in direct privity with the owner, and laborers under certain conditions may be exempt under § 1311.05(A).

Recipients. Owner or owner's designee per the recorded NOC.

Service method. Personal service or certified mail with return receipt requested.

Required content (ORC § 1311.05(C)). Claimant's name and address; description of the labor or materials furnished or to be furnished; identity of the upstream party with whom Claimant contracted; description of the property; the following statutory legend:

NOTICE OF FURNISHING

You are hereby notified that the undersigned is performing certain work or labor or furnishing certain materials to *[Upstream Party]* in connection with the improvement to the real property described above. In the event that the undersigned is not paid for the work, labor, or materials furnished, the undersigned may file a mechanic's lien against the property under Chapter 1311 of the Ohio Revised Code.

Effect of late or no NOF (ORC § 1311.05(D)). A late NOF preserves lien rights only for amounts owing for labor and materials furnished within the 21-day period immediately preceding the late service. All earlier work is unrecoverable. Every day the NOF is late, that day's lien rights are extinguished forever.

5.G MICHIGAN — Notice of Furnishing (MCL 570.1109) — 20-day clock

Deadline. Within **20 calendar days** after first furnishing labor or materials. (Note: Michigan's 20-day window is **one day shorter** than Ohio's 21-day NOF window. Multi-state operators must not batch the two.)

Who must serve. Any subcontractor, supplier, or laborer **not in privity of contract with the owner or lessee**. Material suppliers in direct privity with the prime must also serve the NOF (Michigan's rule is broader here than some peer states).

Recipients. Owner or owner's designee per recorded NOC; the general contractor.

Service method (MCL 570.1109(6)). Personal service or certified mail with return receipt requested. Certified mail is effective on the postmark date for filing-deadline computation.

Form (MCL 570.1109(4) and statutory Form B). Use Form B from the statute. The notice must include: Claimant's name and address; description of the property; name of upstream party; description of labor or materials; a statement that Claimant may have construction-lien rights if not paid; the warning prescribed by statute.

Effect of failure (MCL 570.1109(8)). A claimant who fails to serve a timely NOF preserves lien rights only for labor and materials furnished within the 20-day period before actual service. All earlier work is forfeited.

\$30,000 threshold. Above \$30,000, the owner must record an NOC under MCL 570.1108 (P.A. 96 of 2018 threshold). If the owner fails to record a required NOC, the 20-day clock does **not** run against the Claimant until the Claimant has actual notice of the project, preserving lien rights.

5.H NORTH CAROLINA — Notice to Lien Agent (N.C.G.S. § 44A-11.2) — 15-day, electronic via LiensNC.com

Deadline. Within **15 calendar days** after Claimant's first furnishing of labor or materials to the Project.

Who must serve. Every subcontractor and supplier (at any tier below the prime) on every Project with total cost of \$30,000 or more — except for improvements to an existing single-family residential dwelling occupied by the owner.

Service method. Electronically through **LiensNC.com**, which automatically forwards the notice to the designated Lien Agent and creates a date-stamped record of service. No paper service is required (and paper service does **not** satisfy the statute on Lien-Agent-covered projects).

Required content (per the LiensNC.com form): Claimant's name, address, phone, email; description of the labor or materials; identity of the upstream party with whom Claimant contracted; date of Claimant's first furnishing; LiensNC.com Project ID.

Effect of failure (N.C.G.S. § 44A-11.2(I)). A claimant who fails to serve the Notice to Lien Agent within 15 days of first furnishing **loses the ability to claim a lien against the real property for any labor or materials furnished before the date the notice is eventually served.** The 15-day window is calendar days — not tolled for weekends, holidays, or processing delays.

Note — this is not the only NC notice. Even with timely Notice to Lien Agent, NC subcontractors should also evaluate (a) the traditional Notice of Subcontract under N.C.G.S. § 44A-19 to preserve Lien Upon Funds remedies; and (b) the 120-day Claim of Lien recording deadline under § 44A-12.

5.I NEW JERSEY — Notice of Unpaid Balance and Right to File Lien (NUB) (N.J.S.A. 2A:44A-20) — RESIDENTIAL ONLY

Applicability. Required only for liens on an owner-occupied 1- or 2-family residential property (N.J.S.A. 2A:44A-2). Commercial lien claimants do **not** file an NUB.

Deadline. File with the county clerk in the county where the Project is located **within 60 days** after the date the last work or services were performed or materials furnished.

Content (N.J.S.A. 2A:44A-20). Must be sworn before a notary public and include Claimant's identity and address; identity of upstream party; project description; amount of unpaid balance; description of property; and the certification required by statute.

Service after filing. Within 10 days of filing the NUB with the county clerk, serve a copy on the owner and prime contractor by personal service or certified and ordinary mail.

Mandatory AAA arbitration (N.J.S.A. 2A:44A-21). The NUB is a **pre-lien notice only**. To convert the NUB into an enforceable lien, the Claimant must file a Demand for Arbitration with the American Arbitration Association under the AAA Home Construction Lien Arbitration Rules **within 60 days after filing the NUB**. The AAA arbitration must be prosecuted to award before a lien claim may be filed; the lien must then be filed with the county clerk within 10 days of the arbitrator's favorable determination.

RESIDENTIAL NEW JERSEY LIEN COMPLIANCE BURDEN

The cumulative residential timeline from last-furnishing date to enforceable lien is typically 4–6 months and requires an upfront AAA filing fee of approximately \$750–\$1,500 plus arbitrator costs (often \$1,000–\$3,000 total). Confirm the AAA Home Construction Lien Arbitration Rules and current filing fees before initiating. Commercial New Jersey lien claims skip the NUB and AAA arbitration and file directly under N.J.S.A. 2A:44A-6.

5.J MASSACHUSETTS — Notice of Identification / Notice of Contract / Notice of Subcontract (M.G.L. c. 254)

Mass. lien practice is multi-step. Subcontractors and suppliers under c. 254 perfect lien rights through a sequence of recorded notices, not a single "preliminary notice." The three threshold instruments:

1. **Notice of Identification (M.G.L. c. 254 § 4).** Subcontractor not in privity with the prime must, within 30 days of commencing work, serve a Notice of Identification on the

prime contractor. Failure does not forfeit lien rights but limits the lien to amounts due to the upstream sub at the time the Notice of Subcontract is recorded.

2. **Notice of Contract (M.G.L. c. 254 § 2 — prime) / Notice of Subcontract (M.G.L. c. 254 § 4 — sub).** Recorded in the registry of deeds for the county where the property lies, before or at the time the lien is filed and not later than the earlier of (a) 60 days after the filing or recording of the Notice of Substantial Completion or Notice of Termination, or (b) 90 days after the last day a person entitled to enforce a lien (or anyone claiming by, through, or under such person) performed or furnished labor or materials.
3. **Statement of Account (M.G.L. c. 254 § 8).** Recorded within the applicable Notice of Contract/Subcontract window and required to convert the recorded notice into an enforceable lien.

Service of Notice of Identification. Personal delivery or certified mail return receipt requested to the prime contractor at the address listed on the building permit or otherwise known.

Required content of Notice of Identification. Claimant's name and address; name and address of upstream sub or supplier with whom Claimant contracted; general description of labor or materials; identification of the project property.

5.K MARYLAND — Notice of Intent to Claim a Lien (Md. Code, Real Prop. § 9-104) — 120-day

Applicability. A Claimant **not in privity** with the owner must give a written Notice of Intent to Claim a Lien before filing a Petition to Establish Mechanic's Lien.

Deadline. Within **120 days** after the Claimant's last performance of work or furnishing of materials.

Service method. Personal delivery or certified mail, return receipt requested. (Md. Code, Real Prop. § 9-104(b).)

Required content. Claimant's identity and address; description of the work or materials; amount claimed; description of the property; identity of upstream party; statement that the Claimant intends to claim a lien.

Petition timing. The mechanic's lien itself is established by Petition filed in the Circuit Court within 180 days after the work or material was last performed or furnished (Md. Code, Real Prop. § 9-105). The Notice of Intent is a prerequisite for non-privity Claimants.

5.L WASHINGTON — Notice to Owner / Notice of Right to Claim Lien (RCW 60.04.031)

Deadlines — look-back rules:

- **New single-family residence:** Notice protects only labor, services, materials, or equipment supplied within **10 days** before the notice is given (RCW 60.04.031).
- **All other projects (commercial, multi-family, repair, remodel):** Notice protects labor, services, materials, or equipment furnished within **60 days** before notice is given.

Who must give notice. Every potential lien claimant except: persons performing labor for wages on the project; subcontractors of the prime in direct privity with the owner; suppliers in direct contract with the owner; and the prime contractor.

Service method. Certified or registered mail to the owner or reputed owner with proof of mailing; or personal delivery with documented evidence of delivery. **Regular first-class mail is not sufficient.**

Form. Must substantially conform to the statutory form at RCW 60.04.031(5) (the prescribed Notice to Owner).

Residential remodel cap (RCW 60.04.031(3)). On an owner-occupied single-family residence, any lien by a person not contracting directly with the owner is limited to amounts not yet paid to the prime contractor by the owner at the time the notice was received.

5.M OTHER STATES — Project-Record Notice and Reservation of Lien Rights

For projects in **Tennessee, Georgia, Pennsylvania, Virginia, New York, Connecticut**, and other states where statutory preliminary-notice text is less prescriptive (or where preliminary notice is optional or context-dependent), the following project-record notice serves to preserve lien rights and document Claimant's presence on the Project. **Use the state-specific form where one is mandated; this generic block is a fallback and is not a substitute for a state-prescribed form where one exists.**

Tennessee — T.C.A. § 66-11-145 Notice of Nonpayment. Remote contractors must serve a Notice of Nonpayment by registered or certified mail on the owner and the prime contractor with whom Claimant has privity, within **90 days of the last day of each month** in which unpaid labor or materials were furnished. Failure forfeits lien rights for that month's work (except retainage).

Georgia — O.C.G.A. § 44-14-361.5 Notice to Contractor. If the owner has filed a Notice of Commencement, every sub-tier party not in privity with the prime must give a Notice to Contractor by registered/certified mail, statutory overnight delivery, or hand delivery within **30 days** of the later of (a) the Notice of Commencement filing date, or (b) Claimant's first delivery of labor or materials. Failure forfeits lien rights. Optional Preliminary Notice of Lien Rights under O.C.G.A. § 44-14-361.3 may also be filed within 30 days of first furnishing.

Pennsylvania — 49 P.S. § 1501.5 Notice of Furnishing (Searchable Projects only). On projects above \$1.5M where the owner has filed a Notice of Commencement in the State Construction Notices Directory, subcontractors must file a Notice of Furnishing in the SCND within **45 days** of first furnishing. On non-Searchable Projects, the Pennsylvania pre-claim notice is the Notice of Intent to Lien under 49 P.S. § 1501, served at least **30 days before filing** the claim.

Virginia — Va. Code § 43-11 Optional Preliminary Notice. Not required for lien rights but, if served, makes the owner personally liable for amounts subsequently paid to the GC without first ensuring payment to the noticing sub or supplier.

New York — no statewide statutory preliminary notice. Lien perfection runs through the timely filed Notice Under Mechanic's Lien Law (Notice of Lien) under N.Y. Lien Law § 10, within 8 months after last furnishing (4 months for single-family dwellings). This document serves as project-record notice and reservation of lien rights only; it is not a statutory prerequisite.

Connecticut — no statewide statutory preliminary notice. Lien perfection runs through the 90-day Certificate of Mechanic's Lien recorded within 90 days of last furnishing under Conn. Gen. Stat. § 49-34. This document serves as project-record notice and reservation of lien rights only.

GENERIC RESERVATION OF LIEN RIGHTS

NOTICE IS HEREBY GIVEN that [Claimant] has furnished or will furnish labor, services, materials, and equipment to the Project described above under contract with [Upstream Party] . If the amounts due to Claimant remain unpaid, Claimant intends to assert and enforce all available

statutory and common-law remedies, including but not limited to a mechanic's lien, lien upon funds, stop-payment notice, claim against payment bond, and any personal-liability remedy available under the law of the state where the Project is located. Owner and any construction lender are advised to obtain conditional or unconditional waivers and releases from Claimant before disbursing payment to upstream parties on this Project.

SECTION 6 — SERVICE INFORMATION AND PROOF OF SERVICE

6.1 Method of Service

This Notice was served as follows (check all that apply):

- Certified U.S. mail, return receipt requested (Article No.: [USPS Tracking No.])
- Registered U.S. mail (Article No.: [USPS Tracking No.])
- First-class U.S. mail with Certificate of Mailing (USPS Form 3817) (AZ-permitted method)
- Personal delivery (signed receipt obtained from [Recipient] on [Date])
- FedEx with tracking (Tracking No.: [FedEx Tracking No.]) (IL P.A. 103-0827, FL practice, CA)
- UPS with tracking (Tracking No.: [UPS Tracking No.])
- DHL with tracking (Tracking No.: [DHL Tracking No.]) (IL P.A. 103-0827)
- Electronic service via LiensNC.com (Project ID: [LiensNC Project ID] , Confirmation: [Confirmation No.]) (NC only)
- Electronic filing via PA State Construction Notices Directory (Confirmation: [SCND Confirmation No.]) (PA Searchable Projects only)
- County clerk filing (NJ NUB) on [Date] , Recording No. [Recording No.]

Arizona requires statutory methods only. A.R.S. § 33-992.01(G) restricts service to first-class mail with USPS certificate, registered mail, or certified mail. Email, fax, and hand delivery do not satisfy § 33-992.01.

California excludes email and fax. Cal. Civ. Code §§ 8108–8116 require personal delivery, first-class registered/certified mail, or overnight courier with proof of delivery. Email and fax do not satisfy.

Illinois broadened service in 2025. Under P.A. 103-0827, FedEx, UPS, and DHL with tracking are now valid; notice is served on the date of mailing or pickup, not the date of arrival.

Florida accepts traceable courier. Fla. Stat. § 713.18 has been interpreted by current practice to accept FedEx/UPS with proof of delivery in addition to USPS certified/registered.

6.2 Recipients Served

Recipient	Capacity	Address Served	Method	Date Served	Date Received / Tracking Confirmation
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[Owner Name]	Owner	[Address]	[Method]	[Date]	[Date / Tracking]
[Designated Agent]	Owner's Agent per NOC	[Address]	[Method]	[Date]	[Date / Tracking]
[GC Name]	Direct/Prime Contractor	[Address]	[Method]	[Date]	[Date / Tracking]
[Upstream Sub]	Party with whom Claimant contracted	[Address]	[Method]	[Date]	[Date / Tracking]
[Lender Name]	Construction Lender	[Address]	[Method]	[Date]	[Date / Tracking]
[Surety Name]	Surety on Payment Bond	[Address]	[Method]	[Date]	[Date / Tracking]
[Lien Agent]	NC LiensNC.com Lien Agent	[Address]	Electronic via LiensNC.com	[Date]	[Confirmation No.]

6.3 Service Deadline Computation

State	Notice Type	Days from First Furnishing	First-Furnishing Date	Computed Deadline	Actual Service Date	Days Margin
CA	20-Day Preliminary	20	[Date]	[Date]	[Date]	[#]
FL	Notice to Owner	45	[Date]	[Date]	[Date]	[#]
AZ	20-Day Preliminary	20	[Date]	[Date]	[Date]	[#]
TX	Monthly § 53.056 (commercial)	15th of 3rd mo. after work	[Date]	[Date]	[Date]	[#]

IL	§ 60/24 Subcontractor	90	[Last work date]	[Date]	[Date]	[#]
OH	Notice of Furnishing	21	[Date]	[Date]	[Date]	[#]
MI	Notice of Furnishing	20	[Date]	[Date]	[Date]	[#]
NC	Notice to Lien Agent	15	[Date]	[Date]	[Date]	[#]
NJ	NUB (residential)	60 from last work	[Last work date]	[Date]	[Date]	[#]
MA	Notice of Identification	30	[Date]	[Date]	[Date]	[#]
MD	Notice of Intent	120 from last work	[Last work date]	[Date]	[Date]	[#]
WA	Notice to Owner	10 (new SFR) / 60 (other)	[Date]	[Date]	[Date]	[#]
TN	Notice of Nonpayment	90 from last day of month	[Last day of month]	[Date]	[Date]	[#]
GA	Notice to Contractor	30 from later of NOC/first work	[Date]	[Date]	[Date]	[#]
PA	Notice of Furnishing (SCND)	45	[Date]	[Date]	[Date]	[#]

6.4 Certificate / Affidavit of Service

I, [Server Name], declare under penalty of perjury under the laws of the State of [State] that the foregoing Notice was served on the recipients listed in Section 6.2 above, at the addresses and by the methods and on the dates listed, and that I am authorized to serve this Notice on behalf of the Claimant. The tracking numbers, certified-mail receipts, electronic-filing

confirmations, and proofs of delivery are attached as Exhibit C and are true and correct copies of the originals.

Executed this [Day] day of [Month], [Year], at [City, State].

[Signature]

[Printed Name]

[Title]

SECTION 7 — STANDARD WARNINGS AND SWORN DECLARATION

7.1 Relationship-Preserving Language

THIS IS NOT A LIEN. This Notice is a statutory pre-lien notice given to preserve the Claimant's lien, payment-bond, and stop-payment-notice rights, as required by the law of the state where the Project is located. This Notice is **not a reflection on the financial condition of the general contractor** or any other party. It is required by law to be served as a statement of the Claimant's legal rights. The Claimant intends to continue performing the Work in a workmanlike manner and looks forward to timely payment in the ordinary course.

7.2 Consequence-of-Late-Service Warnings

The Claimant has computed the service deadline applicable to the Project state and has served this Notice within that deadline. The Claimant is aware that:

- In California, Arizona, Ohio, Michigan, North Carolina, and Washington, late service of the preliminary notice forfeits lien rights as to all work performed more than the statutory look-back window (20, 21, 15, 60, or 10 days) before service.
- In Florida, late service of the Notice to Owner is a **complete defense to any lien** with no grace period and no substantial-compliance doctrine.
- In Texas, failure to serve a monthly § 53.056 notice forfeits lien rights for that month's work.
- In Illinois, failure to serve the 90-day notice on the owner invalidates the lien as to the owner; failure to serve the lender makes the lien inoperable as to the lender.
- In New Jersey residential lien practice, the cumulative NUB → AAA arbitration → lien-filing sequence must be prosecuted within the statutory windows or the entire chain collapses.

7.3 Sworn Declaration of Claimant

I declare under penalty of perjury under the laws of the State of *[Project State]* that:

1. I am the authorized representative of the Claimant identified in Section 2.1 of this Notice.
2. The facts stated in this Notice are true and correct of my own personal knowledge.
3. The Claimant has furnished or will furnish to the Project the labor, services, materials, and equipment described in Section 4 of this Notice.
4. The Claimant's date of first furnishing on the Project is the date stated in Section 3.3 of this Notice.
5. This Notice is given for the purpose of preserving the Claimant's lien, payment-bond, stop-payment-notice, and other statutory rights as a matter of strict statutory compliance.

Executed this [Day] day of [Month] , [Year] , at [City, State] .

[Signature]

[Printed Name]

[Title]

[Claimant Legal Name]

7.4 Notarial Acknowledgment (required where state lien statute requires sworn notice — IL, NJ NUB, others)

State of [State]

County of [County]

On [Date] , before me, [Notary Name] , a Notary Public, personally appeared [Signer Name] , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Claimant on whose behalf the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [State] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

[Notary Printed Name]

Commission Expires: [Date]

Commission No.: [No.]

SECTION 8 — EXHIBITS AND ATTACHMENTS

The following Exhibits are attached to and incorporated by reference into this Notice:

Exhibit	Description	Pages	Included?
A	Invoices and pay applications to date (if state requires — TX fund-trapping practice; supportive in all states)	[#]	<input type="checkbox"/>
B	Copy of contract or purchase order with Upstream Party (Section 2.2)	[#]	<input type="checkbox"/>
C	Proof of service — certified mail receipts, return receipts, courier tracking confirmations, LiensNC.com / SCND confirmations	[#]	<input type="checkbox"/>
D	State-specific addendum (full statutory form for Project state, if not embedded in Section 5 block)	[#]	<input type="checkbox"/>
E	Copy of recorded Notice of Commencement (FL/OH/MI/NC/PA-Searchable)	[#]	<input type="checkbox"/>
F	Building permit (showing Lien Agent designation for NC)	[#]	<input type="checkbox"/>
G	Legal description from recorded deed	[#]	<input type="checkbox"/>
H	Contractor / trade license certificate(s) for Project state	[#]	<input type="checkbox"/>
I	Payment bond (if any) and surety contact information	[#]	<input type="checkbox"/>
J	Notarial acknowledgment(s) (if separately executed)	[#]	<input type="checkbox"/>

State-specific notes — Tennessee (TN)

The body of this document is a state-neutral template. The notes below reflect rules specific to Tennessee as of 2026-05-17. Confirm citations against the current state code; consult your attorney for application to your facts.

- **Preliminary notice (remote claimants):** Required
- **Notice window:** 90 days (last day of each month in which the remote claimant performed work or supplied materials that remain unpaid — failure forfeits the lien claim)

for amounts earned that month, except as to retainage)

- **Authority:** T.C.A. § 66-11-145