

ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes §33-992.01, THIS IS NOT A LIEN. -- This is not a reflection on the integrity of any contractor or subcontractor.

- The name and address of the **Owner or reputed Owner**:

- The name and address of the **Original / Prime Contractor** is:

- The name and address of any **Lender or Reputed Lender** and/or assigns is:

- The name and address of the person or firm with whom the Claimant has contracted is:

- This preliminary lien notice has been completed by (name and address of Claimant):

By: _____

Address: _____

Title: _____

- You are hereby notified that Claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:

- In the construction, alteration or repair of the building, structure or improvement (the "Project") located at:

- And situated upon that certain lot(s) or parcel(s) of land in _____ County, Arizona, described as follows: (Attach description as **Exhibit A**)

- An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is: \$_____.

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be 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:

Requiring the Contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes §33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.

Requiring your Contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes §33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving this notice after you make payment to your Contractor.

Using any other method or device that is appropriate under the circumstances.

WITHIN TEN DAYS OF 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 THIS NOTICE PURSUANT TO ARIZONA REVISED STATUTES §33-992.01(I) OR LOSE A DEFENSE OF ANY INACCURACY OF THAT INFORMATION.

WITHIN TEN DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE IF ANY PAYMENT BOND HAS BEEN RECORDED IN COMPLIANCE WITH ARIZONA REVISED STATUTES §33-1003, THE OWNER MUST PROVIDE A COPY OF THE PAYMENT BOND INCLUDING THE NAME AND ADDRESS OF THE SURETY COMPANY AND BONDING AGENT PROVIDING THE PAYMENT BOND TO THE PERSON WHO HAS GIVEN THE PRELIMINARY TWENTY DAY NOTICE. IN THE EVENT THAT THE OWNER OR OTHER INTERESTED PARTY FAILS TO PROVIDE THE BOND INFORMATION WITHIN THAT TEN DAY PERIOD, THE CLAIMANT SHALL RETAIN LIEN RIGHTS TO THE EXTENT PRECLUDED OR PREJUDICED FROM ASSERTING A CLAIM AGAINST THE BOND AS A RESULT OF NOT TIMELY RECEIVING THE BOND INFORMATION.

Date Signed: _____

(Company Name)

By: _____
(Signature)

(Claimant's Phone Number)

Proof of Mailing Preliminary Twenty Day Notice

This Preliminary Twenty Day Notice was served by First Class mail, or other acceptable method, postage prepaid, in accordance with A.R.S. §33-992.01 on _____ using the method identified below (Duplicate as necessary for each mailed recipient)

(Signature of Sender) & (Date)

- First Class Mail, with Certificate of Mailing Obtained
- Registered Mail Registration Number _____
- Certified Mail Certificate Number _____
- Certified Mail, Return Receipt Requested
Certificate Number _____

Acknowledgment of Receipt of Preliminary Twenty Day Notice

This acknowledges receipt on _____ of a copy of the preliminary twenty day notice at _____.

Dated: _____

(Company Name)

By: _____
(Signature)

(Title)

INSTRUCTIONS FOR USE

Limited Use Agreement.

This Form is provided as a courtesy of Western States Lien Company. Users of this form are instructed to read it carefully and use it only for the State first listed in the title. Each State has different laws which apply to the use of construction forms and language which might be acceptable in one state may not necessarily be legally binding and valid for another state. Use of this form should not be construed as the providing of legal advice by Western States Lien Company or any of its attorneys. The use of this form does not constitute the formation of an attorney – client relationship between the user and Western States Lien Company. Western States Lien Company makes no warranty or guarantee of any kind regarding the validity or enforceability of this Form for any legal purpose.

This form may be freely used by any licensed contractor, subcontractor, material supplier or project owner and its representatives so long as such use is without charge. Duplication or use of this form for any commercial purpose by any individual or party charging a fee for services is strictly prohibited. This form may not be re-produced in printed or electronic form if the user is intending to sell or otherwise charge a fee or in which the use would constitute a sale. In layman's terms – if you are a law firm, other service provider, or publisher that intends to charge your client or customer to use this form – don't.

Instructions for Completing Form.

- Maintain a copy of this form and complete the Affidavit of Mailing form as well for your files.
- Notice Must be Mailed out by Certified Mail, Registered Mail, or with a Certificate of Mailing Form completed listing all recipients.
- If you are uncertain about the exact parcel number, then leave this section blank. Notices should always however include a good physical location and street address.

Practice Pointer.

Claimant -- This form should be completed and kept in the original project file with the Subcontract Agreement / Purchase Order, etc.