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**WARNING TO HOMEOWNER\***

**MICHIGAN LAW REQUIRES THAT YOU DO THE FOLLOWING:**

- 1. COMPLETE AND RETURN THIS FORM TO THE PERSON WHO ASKED FOR IT WITHIN TEN (10) DAYS AFTER THE DATE OF THE POSTMARK ON THE REQUEST.**
- 2. IF YOU DO NOT COMPLETE AND RETURN THIS FORM WITHIN THE TEN (10) DAYS YOU MAY HAVE TO PAY THE EXPENSES INCURRED IN GETTING THE INFORMATION.**
- 3. IF YOU DO NOT LIVE AT THE SITE OF THE IMPROVEMENT, YOU MUST POST A COPY OF THIS FORM IN A CONSPICUOUS PLACE AT THAT SITE.**

**YOU ARE NOT REQUIRED TO BUT SHOULD DO THE FOLLOWING:**

- 1. COMPLETE AND POST A COPY OF THIS FORM AT THE PLACE WHERE THE IMPROVEMENT IS BEING MADE, EVEN IF YOU LIVE THERE.**
- 2. MAKE AND KEEP A COPY OF THIS FORM FOR YOUR OWN RECORDS.**

\_\_\_\_\_  
(signature)(name and capacity)

PREPARED BY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Subscribed, sworn to and acknowledged before me this \_\_ day of \_\_\_\_\_, 200\_\_.

NOTARY PUBLIC:

Name \_\_\_\_\_

Signature \_\_\_\_\_

My commission expires: \_\_\_\_\_, 200\_\_ \_\_\_\_\_ County, Michigan

\*This warning is not applicable if the improvement is not a "residential structure" as defined by the Michigan Construction Lien Act, P.A. 1980, No. 497, as amended.



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

Deponent further says that he makes the foregoing statement as the (contractor) (subcontractor) or as \_\_\_\_\_ of the (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: 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 MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

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, Deponent

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

Subscribed and sworn to before  
me this \_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires:

**NOTICE OF FURNISHING**

TO:

Please take notice that the undersigned is furnishing to \_\_\_\_\_  
labor or materials for \_\_\_\_\_ in connection with the real property  
described as follows in the Notice of Commencement, a copy of which is attached  
and/or which is recorded in Liber \_\_\_\_ in Page \_\_, of \_\_\_\_\_ County Records, or  
in the legal description of the real property as follows:

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.

By: \_\_\_\_\_  
Authorized Agent

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

**EXHIBIT F**

**PROOF OF SERVICE OF NOTICE OF FURNISHING**

STATE OF MICHIGAN)

)SS.

COUNTY OF OAKLAND)

\_\_\_\_\_, a person of suitable age and discretion, as the duly authorized agent for \_\_\_\_\_ being first duly sworn in accordance with the law, deposes and says:

That on the \_\_ day of \_\_\_\_\_, 200\_\_ he mailed a copy of Notice of Furnishing by U.S. Certified Mail and with postage fully prepaid thereon to the following person(s) with the certified number as indicated:

<u>Addressee and Address</u>	<u>Certified Number</u>	<u>Indicate Designee or Contractor</u>
		Owner
		Owner
		Contractor

By: \_\_\_\_\_  
Authorized Agent

Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
County, Michigan

My Commission Expires:

**EXHIBIT G**

**CLAIM OF LIEN**

NOTICE IS HEREBY GIVEN that on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, \_\_\_\_\_ pursuant to a contract with \_\_\_\_\_ first provided materials and supplies for the improvement to:

See attached legal description

the owner of the property is \_\_\_\_\_. The last day of providing materials and supplies was on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

The lien claimant's contract amount, including extras, is \$\_\_\_\_\_. The lien claimant has received payment thereon in the total amount of \$\_\_\_\_\_ and therefore claims a construction lien upon the above-described real property in the amount of \$\_\_\_\_\_ plus finance charges accruing at \_\_\_\_% per month after \_\_\_\_\_, 19\_\_.

By: \_\_\_\_\_  
Authorized Agent

Dated: \_\_\_\_\_, 200\_\_

STATE OF MICHIGAN)  
  )SS.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, authorized agent of \_\_\_\_\_ a corporation, on behalf of the corporation.

\_\_\_\_\_  
, Notary Public  
Oakland County, Michigan  
My Commission Expires:

PREPARED BY AND WHEN RECORDED, RETURN TO:

**EXHIBIT H**

**PARTIAL CONDITIONAL WAIVER**

I/we have a contract with \_\_\_\_\_ to provide materials and supplies for the improvement to the property described as:

See attached legal description

and hereby waive my/our construction lien to the amount of \$\_\_\_\_\_, for materials and supplies provided through [DATE].

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

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

By: \_\_\_\_\_  
Authorized Agent

Dated: \_\_\_\_\_, 200\_\_

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

**EXHIBIT I**

**FULL CONDITIONAL WAIVER**

My/Our contract with \_\_\_\_\_,  
to provide materials and supplies for the improvement to the property described  
as:

See Attached Legal Description

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: \_\_\_\_\_  
Authorized Agent

Dated: \_\_\_\_\_, 200\_\_

**EXHIBIT J**

**PARTIAL UNCONDITIONAL WAIVER**

We have a contract with \_\_\_\_\_ to provide \_\_\_\_\_  
\_\_\_\_\_ for the improvement to the property situated in the City of  
\_\_\_\_\_, County of \_\_\_\_\_, State of Michigan, described as:

SEE ATTACHED LEGAL DESCRIPTION

and hereby waive our construction lien to the amount of  
\_\_\_\_\_ (\$\_\_\_\_) Cents for \_\_\_\_\_  
\_\_\_\_\_ provided through \_\_\_\_\_, 200\_\_.

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

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

Its Authorized Agent

Dated: \_\_\_\_\_, 200\_\_

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

**EXHIBIT K**

**FULL UNCONDITIONAL WAIVER**

My/Our contract with \_\_\_\_\_ to provide  
labor and/or material for the improvement to the property described as:

SEE ATTACHED LEGAL DESCRIPTION

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

BY: \_\_\_\_\_  
Authorized Agent

Dated: \_\_\_\_\_, 200\_\_

**EXHIBIT L**