

## NEVADA FORMS

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**(Remove “Titles” listed above from each page prior to completing)**

**I. Notice of Right to Lien**

APN # \_\_\_\_\_

**NOTICE OF RIGHT TO LIEN**

(N.R.S. 108.245 or N.R.S. 339.035)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Owner's or General Contractor's Name and Address)

The undersigned hereby notifies you that it will supply materials or performed work or services as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(General Description of Materials, Work or Services)

for the improvement of property identified as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Property Description or Street Address)

under contract with \_\_\_\_\_.

(General Contractor or Subcontractor)

**THIS IS NOT A NOTICE THAT THE UNDERSIGNED HAS NOT BEEN OR DOES NOT EXPECT TO BE PAID, BUT A NOTICE REQUIRED BY LAW THAT THE UNDERSIGNED MAY, AT A FUTURE DATE, RECORD A NOTICE OF LIEN AS PROVIDED BY LAW AGAINST THE PROPERTY IF THE UNDERSIGNED IS NOT PAID.**

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

(Claimant's Name, Title, Address and Signature)

***REQUEST FOR NOTICE OF COMPLETION:***

The Owner is hereby requested to provide the above claimant with a copy of any Notice of Completion recorded on this construction project.

II. Notice to Owner of Mechanics Lien Law

**NOTICE TO OWNER OF MECHANICS LIEN LAW**

(N.R.S. 108.246)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Owner's Name and Address)

**The provisions of NRS 108.245, a part of the Mechanics' and materialmen's lien law of the State of Nevada, require, for your information and protection from hidden liens, that each person or other legal entity who supplies materials to or performs work on a construction project, other than one who performs only labor, deliver to the owner a notice of the materials or equipment supplied or the work performed. You may receive these notices in connection with the construction project which you propose to undertake.**

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

(General Contractor's Name, Address and Signature)

**III. Notice and Claim of Lien**

**APN #** \_\_\_\_\_

**NOTICE OF LIEN**

The undersigned claims a lien upon the property described in this notice for work, or equipment furnished or to be furnished for the improvement of the property:

1. The amount of the original contract is: \$ \_\_\_\_\_
2. The total amount of all additional or changed work, materials and equipment, if any, is: \$ \_\_\_\_\_
3. The total amount of all payments received to date is: \$ \_\_\_\_\_
4. The amount of the lien, after deducting all just credits and offsets, is: \$ \_\_\_\_\_
5. The name of the owner, if known, of the property is: \_\_\_\_\_
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: \_\_\_\_\_
7. A brief statement of the terms of payment of the lien claimant's contract is: \_\_\_\_\_
8. A description of the property to be charged with the lien is: \_\_\_\_\_

\_\_\_\_\_  
 (Print Name of Lien Claimant/Title)  
 By: \_\_\_\_\_  
 (Authorized Signature)

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_ (print name), being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true.

\_\_\_\_\_  
(Authorized Signature of Lien Claimant)

Subscribed and sworn to before me this \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for the County and State)

**VI. Notice of Completion**

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the certain construction project, located in the County of \_\_\_\_\_ , \_\_\_\_\_ , State of Nevada, and more accurately described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Street Address and Legal Description of Property)

\_\_\_\_\_ has been completed as of \_\_\_\_\_. \_\_\_\_\_ has ceased work and all labor has stopped as of \_\_\_\_\_ and has been continuously stopped for \_\_\_\_\_ days.

The name(s) and address(es) of the owner(s) of the Property at the time the work was performed is/are: \_\_\_\_\_

\_\_\_\_\_

The name of the General Contractor for the Project was: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Enter Name and Nature of Title to Property of Signor)

**VERIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_, Lien Claimant in the above Notice of Completion. I have read the Notice of Completion and know the contents thereof to be true of my own personal knowledge, except as to those matters stated upon information and belief, as to which matters I believe them to be true. I further state that the Notice of Completion contains correct and accurate information as to the completion of the project and/or cessation of labor thereon.

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

\_\_\_\_\_

**V. Discharge or Release of Notice of Lien**

APN # \_\_\_\_\_

**DISCHARGE OR RELEASE OF NOTICE OF LIEN**

(N.R.S. 108.2437)

NOTICE IS HEREBY GIVEN THAT:

The undersigned did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, record in Book \_\_\_\_\_, as Document No. \_\_\_\_\_, in the office of the County Recorder of \_\_\_\_\_ County, Nevada, its Claim and Notice of Lien, or has otherwise given notice of his intention to hold and claim a lien upon the following described property or improvements owned or purportedly owned by \_\_\_\_\_, located in the County of \_\_\_\_\_, State of Nevada, to Wit:

*(insert owner; address; APN #)*

NOW, THEREFORE, for valuable consideration the undersigned does release, satisfy and discharge his notice of lien on the property or improvements described above by reason of this Notice of Lien.

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

(Claimant's Name, Address and Signature)

**VI. 90 Day Notice to General Contractor of Claim on Payment and Performance Bond**

**90 DAY NOTICE TO GENERAL CONTRACTOR OF CLAIM ON PAYMENT AND PERFORMANCE BOND**

(N.R.S. 108.245 or N.R.S. 339.035)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(General Contractor's Name and Address)

The undersigned hereby notifies you that it has supplied materials or performed work or services within the last 90 days as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(General Description of Materials, Work or Services)

the total value of which is \$ \_\_\_\_\_.

The above referenced materials are to be supplied (or work or services are to be performed) on and for the improvement of real property identified as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Property Description or Street Address)

and under contract with \_\_\_\_\_.

(Subcontractor)

**CLAIMANT HEREBY NOTIFIES YOU THAT UNLESS PAYMENT IS MADE PROMPTLY HEREAFTER FOR THE MATERIALS AND/OR LABOR SUPPLIED BY CLAIMANT, CLAIMANT INTENDS TO SEEK PAYMENT FROM YOU AND THE PAYMENT AND PERFORMANCE BOND PROVIDED BY YOU ON THE PROJECT PURSUANT TO N.R.S. 339.025**

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

(Claimant's Name, Address and Signature)

**VII. Notice of Non-Responsibility**

**NOTICE OF NON-RESPONSIBILITY**

NOTICE IS HEREBY GIVEN that:

1. The Undersigned is the disinterested owner of certain real property situated in the County of \_\_\_\_\_, State of Nevada, holding and claiming \_\_\_\_\_ interest in certain property located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Street Address of Property)

and more accurately described as: \_\_\_\_\_

\_\_\_\_\_

(Legal Description of the property)

2. The Undersigned has discovered that \_\_\_\_\_

\_\_\_\_\_

(Name and Address of Tenant)

is altering and improving the above described property.

3. The Undersigned first learned of the improvement on \_\_\_\_\_. Three (3) days have not elapsed since the Undersigned has obtained this knowledge, signed or the effective date of a lease with \_\_\_\_\_.

\_\_\_\_\_

(Name of Tenant)

4. The Undersigned has provided written notice to the Tenant of its obligations to provide notice and security for this improvement under the Nevada mechanics lien law (NRS 108.221, et seq.) and will not be responsible for the alterations, repairs, or improvements, or the materials or labor used or to be used on said building or land upon which it is situated.

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

\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Signature of Disinterested Owner)

STATE OF NEVADA            }  
COUNTY OF                    }

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a notary public, \_\_\_\_\_, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the above instrument.

\_\_\_\_\_

Notary Public



**VIII. Conditional Waiver and Release upon Progress Payment**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Property Name:

Property Location:

Undersigned's Customer:

Invoice/Payment Application Number:

Payment Amount:

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer, which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications of changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he received from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Company Name

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

Its: \_\_\_\_\_

**IX. Unconditional Waiver and Release upon Progress Payment**

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Property Name:  
Property Location:  
Undersigned's Customer:  
Invoice/Payment Application Number:  
Payment Amount:

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer, which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications of changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he received from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Company Name

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

Its: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**X. Conditional Waiver and Release upon Final Payment**

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Property Name:  
Property Location:  
Undersigned's Customer:  
Invoice/Payment Application Number:  
Payment Period:  
Payment Amount:  
Amount of Disputed Claims:

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to the release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers the final payment to the undersigned for all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from the final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Company Name

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

Its: \_\_\_\_\_

**XI. Unconditional Waiver and Release upon Final Payment**

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Property Name:  
Property Location:  
Undersigned's Customer:  
Invoice/Payment Application Number:  
Payment Amount:  
Amount of Disputed Claims:

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that he either has already paid or will use the money he received from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Company Name

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

Its: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**XII. Application for Certified Copy of Contract and Payment Bond and Affidavit of Claimant**

**APPLICATION FOR CERTIFIED COPY OF CONTRACT AND PAYMENT BOND AND AFFIDAVIT OF CLAIMANT**

(N.R.S. 339.045)

TO:

Claimant \_\_\_\_\_ hereby applies for a certified copy of the original construction contract and the payment bond (Bond No. \_\_\_\_\_), issued on behalf of \_\_\_\_\_ (General Contractor) for the (the "Project").

This application is made pursuant to Nevada Revised Statutes 339.045, and is based upon the attached affidavit of, the \_\_\_\_\_ of Claimant \_\_\_\_\_. The appropriate fee for the copy is enclosed. The copy of the payment bond and contract should be mailed to Claimant at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**AFFIDAVIT**

I \_\_\_\_\_, Being duly sworn, hereby declare and affirm:

I am the \_\_\_\_\_ of Claimant \_\_\_\_\_. Claimant is a subcontractor to \_\_\_\_\_, the general contractor for the project, located at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Claimant has supplied labor and materials for the above referenced project and has not been paid in full therefore. The outstanding undisputed balance of \$ \_\_\_\_\_ is due and payable to Claimant from the general contractor. Claimant has made numerous demands for payment, but the general contractor has refused to make that payment now due. Therefore, Claimant seeks to make a claim on the Payment Bond provided by the general contractor for the project, as authorized under N.R.S. 339.035. Therefore, Claimant now requests a certified copy of the construction contract and payment bond pursuant to N.R.S. 339.045.

Further affiant sayeth not.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

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

By: \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**XIII. Notice of Intent to Lien (aka 15 Day Notice)**

APN # \_\_\_\_\_

**NOTICE OF INTENT TO LIEN**

To: \_\_\_\_\_ (or see attached for multiple owners)

\_\_\_\_\_

\_\_\_\_\_

PLEASE TAKE NOTICE that the undersigned has provided work, materials and/or equipment described as \_\_\_\_\_ to the residential project located at \_\_\_\_\_ for the improvement thereof.

The undersigned has not been paid by \_\_\_\_\_ for such work, materials and/or equipment pursuant to its contract.

- 1. The Amount of the Original Contract is: \$ \_\_\_\_\_
- 2. The total amount of all changes and additions is: \$ \_\_\_\_\_
- 3. The total amount of all payments received to date is: \$ \_\_\_\_\_
- 4. The amount due and owing to the undersigned is: \$ \_\_\_\_\_

BE ADVISED THAT SHOULD THE AMOUNT DUE AND OWING TO THE UNDERSIGNED NOT BE PAID WITHIN 15 DAYS OF THE DATE OF THIS NOTICE OF INTENT TO LIEN, THE UNDERSIGNED SHALL CAUSE A CLAIM OF LIEN TO BE RECORDED AGAINST THE RESIDENTIAL PROJECT IN THE AMOUNT OF \$ \_\_\_\_\_ .

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Undersigned/Title

**XIV. Notice to Tenant of Obligation to Post Security for Improvement**

**NOTICE OF OBLIGATION TO POST SECURITY**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Tenant)

Nevada Mechanics Lien Law (NRS 108.221, et seq.) states that before you commence construction of your tenant improvement you must record a notice of posted security and either: 1) Provide and record a surety bond in the amount of 1.5 times the amount of your construction contract, or 2) Establish and fund a construction disbursement account with a licensed third party construction control service. You must also provide each prime contractor, subcontractor, supplier or other person who provides you with a Notice of Right to Lien under NRS 108.245 with a copy of the recorded notice of posted security or surety bond.

Failure to follow the obligations of the Nevada Mechanics Lien Law may subject you to claims from mechanics lien claimants, the stopping work on your project by your contractor(s) and may also be a violation of your lease obligation. You are urged to contact an attorney to assist with meeting your obligations under the Nevada Mechanics Lien Law as they relate to tenant improvement contracts.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Landlord)



**XV. Notice of Posted Security**

When Recorded Return To:

(For Recorder's Use Only)

APN: \_\_\_\_\_

**NOTICE OF POSTED SECURITY FOR TENANT IMPROVEMENT**

NOTICE IS HEREBY GIVEN that \_\_\_\_\_  
\_\_\_\_\_ (Lessee) will be  
constructing a work of improvement located at: \_\_\_\_\_  
\_\_\_\_\_  
and more accurately and legally described as:

The Lessee holds an interest in the property and work of improvement described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

As Security for this Tenant Improvement, Lessee has:

\_\_\_\_\_ Established a construction disbursement account with: \_\_\_\_\_ as  
Construction Control, Account # \_\_\_\_\_, for this account on \_\_\_\_\_, and  
funded said account in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_ Obtained a surety bond from \_\_\_\_\_ (Surety),  
Surety Bond # \_\_\_\_\_, and recorded the Surety Bond with the County Recorder of \_\_\_\_\_  
County on \_\_\_\_\_, in Book No. \_\_\_\_\_ as Instrument No. \_\_\_\_\_  
(A copy of said Surety Bond is attached hereto).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Lessee)