









































**CITY OF PEMBROKE PINES  
RESIDENTIAL REHABILITATION PROGRAM**

Please complete the following for ALL members of the household. Attach an additional sheet, if needed.

HOUSEHOLD MEMBERS FULL NAME	DATE OF BIRTH	RELATIONSHIP	SOCIAL SECURITY #

**ASSETS:**

Household Member's Name: \_\_\_\_\_

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance :				
Other:				
Other:				



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Other:				
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Other:				
Other:				



## CITY OF PEMBROKE PINES RESIDENTIAL REHABILITATION PROGRAM

### LIABILITIES (Applicant and/or Co-Applicant Only):

List debts including auto loans, credit cards, charge accounts, real estate & mortgage loans, etc.

TYPE	CREDITOR'S NAME	MONTHLY PAYMENT	BALANCE
Mortgage			
Rent/Lease Payment			

Do you have any outstanding unpaid collections or judgments?  Yes  No Amount \$ \_\_\_\_\_

Have you declared Bankruptcy in the last 7 years?  Yes  No

Are you a party in a lawsuit?  Yes  No

### IMPORTANT - APPLICANT READ BEFORE SIGNING

The information provided is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information of purposes of income verification related to my/our application for financial assistance. I/We understand that any willful misstatement of material fact will be grounds for disqualification. Applicant(s) understand(s) that the information provided is needed to determine assistance eligibility and in no way assures qualification for assistance. The applicant(s) also agrees to provide any other documentation needed to verify eligibility.

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S775.082 or 775.83 or 775.084.

\_\_\_\_\_  
Applicant Signature                      Date                      Co-Applicant Signature                      Date

\_\_\_\_\_  
Household Member (18 and over)      Date                      Household Member (18 and over)      Date

\_\_\_\_\_  
Household Member (18 and over)      Date                      Household Member (18 and over)      Date



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**Statement of Household Size**

This is to certify that \_\_\_\_\_ person(s) is/are residing in the property that I/We intend to rehabilitate.

Applicant Signature	Date	Co-Applicant Signature	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date

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**AUTHORIZATION FOR THE RELEASE OF INFORMATION**

I/We \_\_\_\_\_, the undersigned, hereby authorize the release without liability, information regarding my/our employment income, and/or assets to **Community Redevelopment Associates**, for the purposes of verifying information provided, as part of determining eligibility for assistance under the **Residential Rehabilitation Program**. I/We understand that only information necessary for determining eligibility can be requested.

Types of information to be verified:

I/We understand that previous or current information regarding me/us may be required. Verifications that may be requested are, but not limited to: personal identify; employment history, hours worked, salary and payment frequency, commissions, raises, bonuses, and tips; cash held in checking/savings accounts, stocks, bonds, certificate of deposits (CD), Individual Retirement Accounts (IRA), interest, dividends, etc.; payments from Social Security, annuities, insurance policies, retirement funds, pensions disability or death benefits; unemployment, disability and/or worker’s compensation; welfare assistance; net income from the operation of a business; and, alimony or child support payments, etc.

Organizations/Individuals that maybe asked to provide written/oral verification are, but not limited to:

- |   |                                       |
|---|---------------------------------------|
| Past/Present Employers                      | Alimony/Child/Other Support Providers |
| Banks, Financial or Retirement Institutions | Social Security Administration        |
| State Unemployment Agency                   | Veteran’s Administration              |
| Welfare Agency                              | Other: _____                          |

Agreement to Conditions:

I/We agree that a photocopy of this authorization may be used for the purposes stated above. I/We understand that I/We have the right to review this file and correct any information found to be incorrect.

_____ Applicant Signature	_____ Date	_____ Co-Applicant Signature	_____ Date
_____ Household Member (18 and over)	_____ Date	_____ Household Member (18 and over)	_____ Date
_____ Household Member (18 and over)	_____ Date	_____ Household Member (18 and over)	_____ Date

*NOTE: This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, “Request for Copy of Tax Return” and prepare and sign separately.*



# Florida's Construction Lien Law

## Protect Yourself and Your Investment



According to Florida law, those who work on your property or provide materials, and are not paid-in-full, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers, the people who are owed money may look to your property for payment, **even if you have paid your contractor in full.**

**This means that if a lien is filed against your property, your property could be sold against your will to pay for labor, materials, or other services which your contractor may have failed to pay.**

This document provides information regarding Florida Statute 713, Part 1, as it pertains to home construction and remodeling, and provides tips on how you can avoid construction liens on your property.

### Protecting Yourself

If you hire a contractor and the improvements cost more than \$2,500, you should know the following:

- You may be liable if you pay your contractor and he then fails to pay his suppliers or contractors. There is a way to protect yourself. A Release of Lien is a written statement that removes your property from the threat of lien. Before you make any payment, be sure you receive this waiver from suppliers and subcontractors covering the materials used and work performed on your property.
- Request from the contractor, via certified or registered mail, a list of all subcontractors and suppliers who have a contract with the contractor to provide services or materials to your property.
- If your contract calls for partial payments before the work is completed, get a Partial Release of Lien covering all workers and materials used to that point.
- Before you make the last payment to your contractor, obtain an affidavit from your contractor that specifies all unpaid parties who performed labor, services or provided services or materials to your property. Make sure that your contractor provides you with final releases from these parties before you make the final payment.
- Always file a Notice of Commencement before beginning a home construction or remodeling project. The local authority that issues building permits is required to provide this form. You must record the form with the Clerk of the Circuit Court in the county where the property being improved is located. Also post a certified copy at the job site. (In lieu of a certified copy, you may post an affidavit stating that a Notice of Commencement has been recorded. Attach a copy of the Notice of Commencement to the affidavit.)
- In addition, the building department is prohibited from performing the first inspection if the Notice of Commencement is not also filed with the building department. You can also supply a notarized statement that the Notice has been filed, with a copy attached.

The Notice of Commencement notes the intent to begin improvements, the location of the property, description of the work and the amount of bond (if any). It also identifies the property owner, contractor, surety, lender and other pertinent information. Failure to record a Notice of Commencement or incorrect information on the Notice could contribute to your having to pay twice for the same work or materials.



## **Notice To Owner**

Prior to filing a lien, a lienor who does **not** have a direct contract with the owner, must serve the owner with a Notice to Owner.

The Notice to Owner must state the lienor's name and address, and a description of the real property and the nature of the services or materials being furnished. The Notice to Owner must be served before commencing, or within 45 days of commencing, to furnish the services or materials (but before owner's final payment to the contractor). A lien cannot be enforced unless the lienor has served the Notice to Owner as described above.

## **Whose Responsibility is it To Get These Releases?**

You can stipulate in the agreement with your contractor that he must provide all releases of lien. If it is not a part of the contract, however, or you act as your own contractor, YOU must get the releases.

If you borrow money to pay for the improvements and the lender pays the contractor(s) directly without obtaining releases, the lending institution may be responsible to you for any loss.

## **What Can Happen If I Don't Get Releases Of Lien?**

You will not be able to sell your property unless all outstanding liens are paid. Sometimes a landowner can even be forced to sell his property to satisfy a lien.

## **Who Can Claim A Lien On My Property?**

Contractors, laborers, materials suppliers, subcontractors and professionals such as architects, landscape architects, interior designers, engineers or land surveyors all have the right to file a claim of lien for work or materials. **Always require a release of lien from anyone who does work on your home.**

## **Contesting A Lien**

A lien is valid for one year, unless a lienor files a lawsuit to enforce the lien prior to the expiration of the year. An owner has a right to file a Notice of Contest of Lien during the one year period. Upon the filing of a Notice of Contest of Lien, a lienor must file a lawsuit to enforce the lien within 60 days. Failure of the lienor to timely file a lawsuit renders the lien invalid.

## **Some Important Definitions**

**Notice of Commencement:** A Notice of Commencement is required under Florida law and is designed: (1.) to give potential lienors the information necessary to protect their lien rights, and (2.) to limit a property owner's potential lien liability. A property owner cannot avoid lien liability by failing to file the Notice of Commencement. The property owner or the owner's agent usually files this Notice. A Notice of Commencement is not the same as a Building Permit Application.

**Notice to Owner:** A Notice to Owner informs the proper parties that a potential lienor will furnish, or already has furnished, materials, labor or other lienable items for the property to be improved. A Notice to Owner does not mean that a lien has been filed against the property. However, in order to preserve lien rights, the Notice to Owner must be served to the owner in a legally sufficient manner no later than 45 days after a lienor commences to furnish labor or materials to the construction project jobsite. Contractors, subcontractors, sub-subcontractors and material suppliers are usually the parties that file these Notices. It is not uncommon for a property owner to receive several Notices to Owner for a single project.

**Notice of Nonpayment:** A Notice of Nonpayment indicates that a potential lienor has an unpaid balance and helps to preserve the right to enforce a lien against the property if the potential lienor is not paid. If you receive a Notice of Nonpayment, you should not ignore it because to do so may result in your paying twice for the same work. If you receive a Notice of Nonpayment, you should consider consulting an attorney.

**Release of Lien:** A Release of Lien can work to protect a property owner from having a lien filed against the property. When partial payments are made, the property owner should require a Partial Release of Lien from every party that has furnished lienable items to the property. Before final payment is made, the owner should require Final Releases of Lien from every party that has furnished lienable items.





**Claim of Lien:** A Claim of Lien is a validly recorded claim against the property for payment of the unpaid balance due. A Claim of Lien is valid for one year and is enforced by filing a lawsuit to foreclose the lien. If your property becomes the subject of a Claim of Lien, you should consult an attorney as soon as possible.

**Bid:** A construction bid is an offer to perform work. A property owner is not required to accept a contractor's bid, and is free to request bids from several contractors before deciding which bid, if any, to accept. In evaluating bids, price is not always the most important factor. Special care should be taken to examine exactly what work the bidder proposes to perform. It is not uncommon for different contractors to bid differently. Sometimes this may make contractors' bids more difficult to compare. A property owner should never allow an unlicensed contractor to perform work on the property. Special care should be taken to check references, qualifications and insurance.

**Contract:** The contract represents the agreement for improving the property. In most cases, the property owner should require that the construction contract be in writing. This can help avoid disputes and misunderstandings before they happen. Before you sign most construction contracts, you should seriously consider seeking the advice of an attorney. An experienced construction attorney can evaluate whether the contract is fair and reasonable, and can help you avoid costly legal problems before they happen.

**Subcontracts:** Subcontracts represent the agreements for improving the property between the Contractor and the Subcontractors. It is not uncommon for Contractors to subcontract certain portions of the work to other parties. Because these subcontracts may affect the property, it may be advisable for an owner to review them.

**Change Order:** "Change Order" is an industry term describing changes in the work. Oftentimes, a Change Order will result in an increase to the contract price. The construction contract should require that the owner approve all Change Orders in writing before the work is performed. Otherwise, verbal Change Orders may be enforceable and result in a lien against the property.

**Payment Bond:** A payment bond can be used to exempt property from construction liens. If the property is subject to a payment bond, a copy must be attached to the Notice of Commencement.

**THE CONSTRUCTION LIEN LAW IS COMPLEX AND CANNOT BE COVERED COMPLETELY IN THIS DOCUMENT. WE RECOMMEND THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.**

**To register a complaint (or learn if complaints have been filed against a prospective contractor), contact the Florida Department of Business and Professional Regulation's Customer Contact Center at: 850.487.1395 or [CallCenter@dbpr.state.fl.us](mailto:CallCenter@dbpr.state.fl.us)**

**Or write to:** Florida Department of Business and Professional Regulation  
1940 North Monroe Street Tallahassee, Florida 32399-1027

**Or visit online at:** [www.MyFloridaLicense.com](http://www.MyFloridaLicense.com)

License verification is available 24 hours a day and 7 days a week by calling our Customer Contact Center at 850.487.1395 or going online to [www.MyFloridaLicense.com](http://www.MyFloridaLicense.com) > Search for a Licensee.

You may also contact your local building department or the Better Business Bureau.

**\*\* Be sure to receive copies of your construction permits from your contractor prior to allowing your contractor to start any work on your property.**

\_\_\_\_\_ I/We acknowledge that I/We have received a copy of "Florida Lien Law".

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date