

PRELIMINARY 20-DAY NOTICE (PRIVATE WORK)  
(California Civil Code §3097)

This is not a lien, only a notice. This notice is not a reflection on the integrity of any contractor, subcontractor or material supplier. It simply gives notice of persons providing labor, services, materials or equipment to the project who are not under direct contract with the project owner but who wish to preserve their statutory mechanic's lien, stop notice and bond rights.

TO:

THE OWNER OR REPUTED OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name/Address)

THE ORIGINAL CONTRACTOR OR REPUTED ORIGINAL CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name/Address)

THE CONSTRUCTION LENDER, IF ANY, OR REPUTED CONSTRUCTION LENDER, IF ANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name/Address)

1. The name and address of the person/entity furnishing the labor, services, equipment or materials (use name of entity holding license):

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

2. The general description of the labor, services, equipment or materials furnished or to be furnished by the undersigned:

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

3. Date Claimant first provided said labor, services, equipment or materials:

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

4. Estimated total price: \$ \_\_\_\_\_

5. The name of the person/entity who contracted for purchase of the labor, services, equipment or materials:

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

6. Description of the jobsite sufficient for identification:

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

7. The identity and address of the trust fund(s) (if required pursuant to a collective bargaining agreement to pay supplemental fringe benefits into an express trust fund described in Civil Code §3111):

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

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials 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 so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

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

(Name of Claimant)

By: \_\_\_\_\_  
(Signature)

(Print or Type Name and Title)

PROOF OF SERVICE AFFIDAVIT

I, \_\_\_\_\_, declare that I served the above Preliminary Notice by (check appropriate box below):  
 Personally delivering a copy to :

\_\_\_\_\_  
(Name and title of person served)

at \_\_\_\_\_

\_\_\_\_\_  
(Address)

on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ m.  
(Date) (Year) (Time)

By First Class Certified or Registered Mail service, postage prepaid, addressed to the party at the address shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name/Address)

I declare under penalty of perjury that the foregoing is true and correct.

Signed at \_\_\_\_\_,  
(Location)

on \_\_\_\_\_  
(Date)

Signature of person making service:

\_\_\_\_\_

ACKNOWLEDGEMENT OF RECEIPT  
OF PRELIMINARY 20-DAY NOTICE  
(California Civil Code §3097.1)

Upon receipt of this notice, please detach and sign this Acknowledgement and return it to the sender.

This acknowledges receipt on \_\_\_\_\_ (date)  
of a copy of a Preliminary 20-day Notice at:

\_\_\_\_\_  
(Address where notice was received)

Date: \_\_\_\_\_  
(Acknowledgement was signed)

\_\_\_\_\_  
(Signature of person acknowledging receipt)

(Title if acknowledgment is made on behalf of another person or entity)

\_\_\_\_\_  
(Address or description of jobsite)

[It is advisable to use the Postal Service's Return Receipt Requested service.]  
[Prepare one Proof of Service for each person served.]