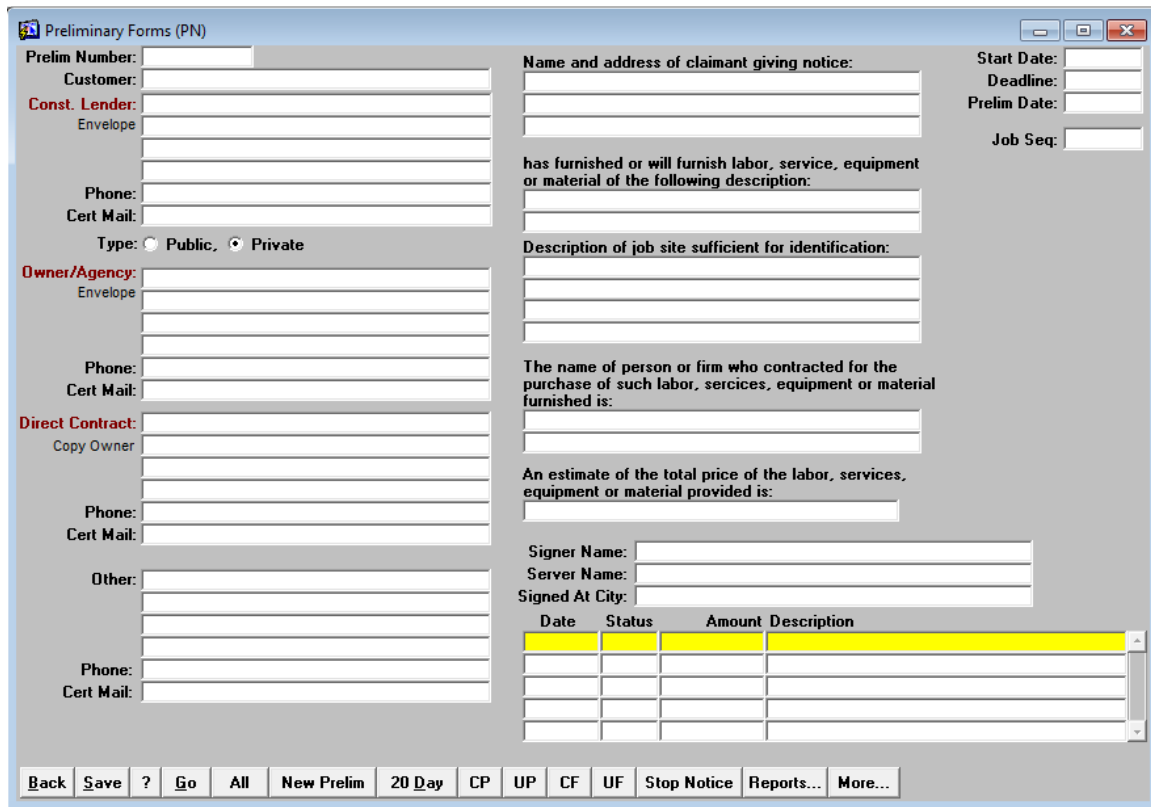


Preliminary Notice Forms

In Mechanics lien law a *Preliminary Notice* (also known as a Notice to Owner, Notice of Furnishing, Contractor/Subcontractors Notice to Owner, and others) is a notice sent by the contractor, subcontractor, equipment lessors or other parties to a construction project *not* to create a Mechanics lien but rather to establish a *right to file a Mechanics lien*. The distinction is important. If the Preliminary Notice is sent but the claimant's bill is paid the Preliminary Notice has no further legal effect. However, if the bill is not paid the claimant may now file a Mechanics lien on the owner's property. Most states do not allow the filing of a Mechanics lien without claimants being able to prove they first sent a Preliminary Notice.

(http://en.wikipedia.org/wiki/Preliminary_Notice)

The Dump Truck System assists in creating Preliminary Notices and the associated reports such as Conditional Progress, Unconditional Progress, Conditional Final, Unconditional Final and Stop Notice. The history of when a 20 day notice was sent and the date the progress and final forms were produced appears at the lower right-hand corner of the screen.



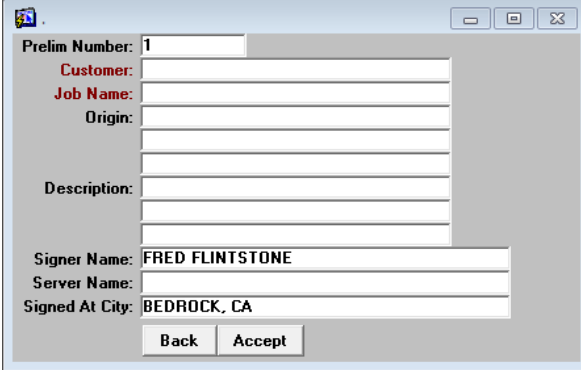
Date	Status	Amount	Description

The Preliminary Notice screen works in conjunction with the Customer Jobs screen. After a customer job is set up, look for the "Request For Prelim Information" option. This option prints a request for your customer to provide information so that you can complete the Preliminary Notice. Providing the information that pressures the company to make payments to you is at the bottom of the priority list. The DTS tracks the dates this information was requested.

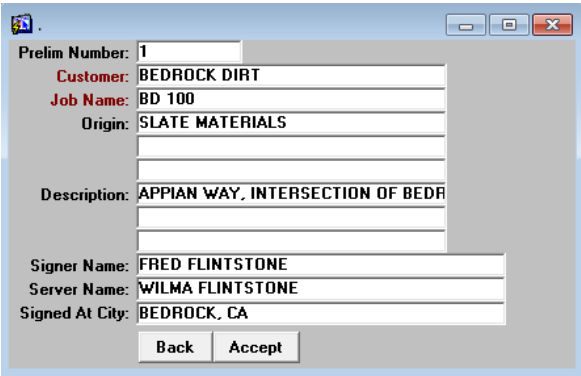
Each customer job has an internal sequence number. When the PN is created, this sequence number is associated with it. When invoicing, the customer job sequence is placed on the billing invoices. Thus, the ability to check on the payments to a job that has a Preliminary Notice is easily accomplished.

Adding a Preliminary Notice

Click on the **[New Prelim]** button. A small window appears as shown here. Notice that the next sequential Prelim Number is provided for you. When starting out, the DTS assumes that the numbering should begin with 1. Override this number if a numbering scheme is already in place. The Signer Name, Server Name and Signed at City information is brought in from the customized settings window. This information is brought in but may be changed per PN as needed.

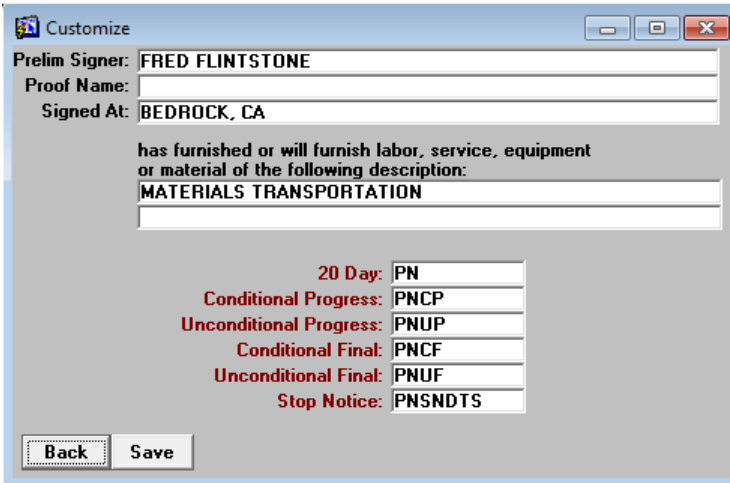


Select the customer. Then select the customer job from the pick list. The information from the customer job is displayed on the screen to verify that the proper job was selected. Click the **[Back]** button to cancel adding the PN. Select the **[Accept]** button to create the PM.



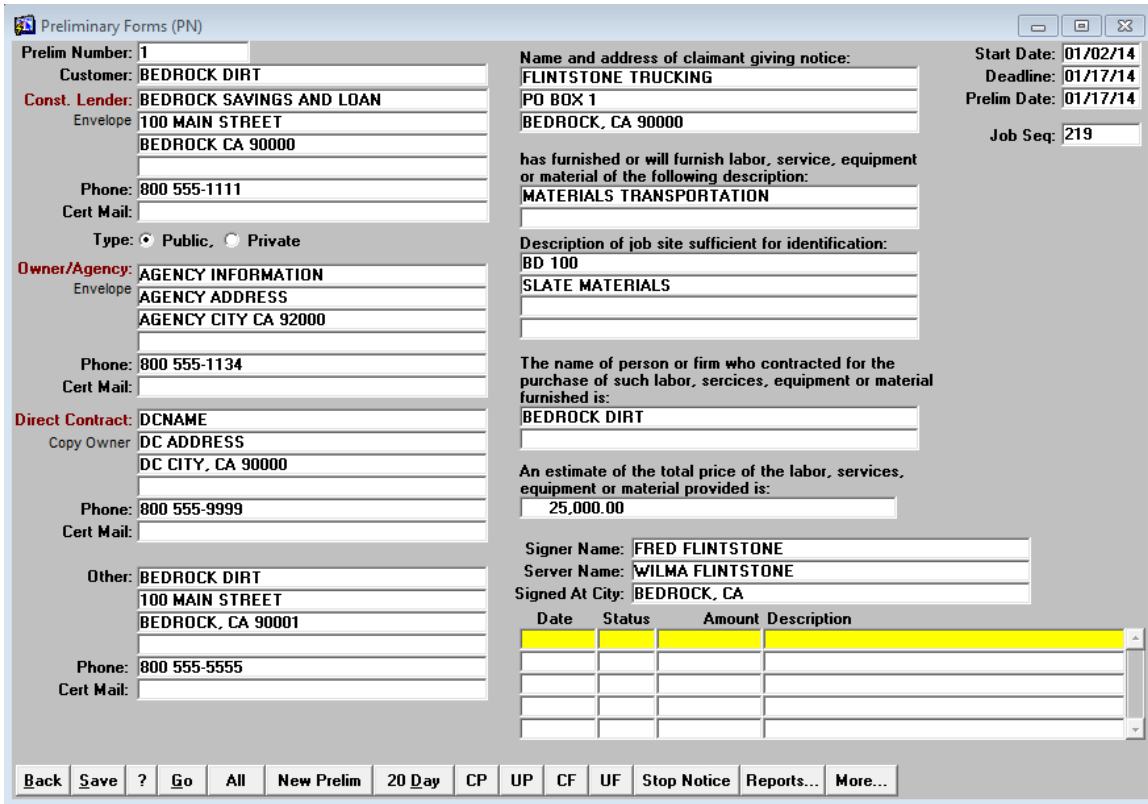
Custom Settings

This screen enables the entering of default values to come in when creating Preliminary Notices. The fields in red contain pick lists to accommodate users that want the various reports to be formatted differently.



The Preliminary Notice Screen

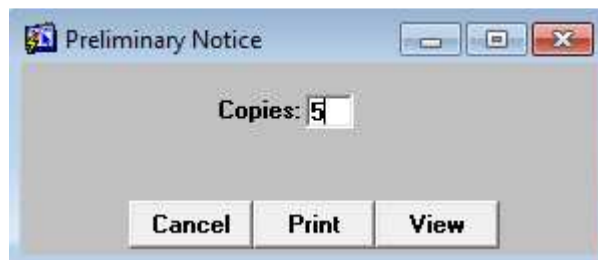
This DTS has a few features that assist in the rapid creation of Preliminary Notices. The *Construction Lender*, *Owner/Agency* and *Direct Contract* areas have pick lists that will pull information if it exists on other notices. Clicking on the small font that reads *Envelope* prints the information onto envelopes. The *Copy Owner* text copies the Owner information into the Direct Contract.



The **[Back]** button exits the screen. **[Save]** commits any changes. **[?]** produces this document. When this screen is entered, the first PN is displayed. Use the **[Go]** button to pull up a specific PN. The **[20 Day]** and other buttons produce the necessary forms.

Printing the 20 Day Notice

Click on the **[20 Day]** button, enter the number of copies desired and then click on **[Print]**. Alternatively, click on the **[View]** button if the PN is to be created but not printed yet. You may also want to view the PN in order to send it to a different printer from the default or create a PDF.



Printing the Conditional Progress

Click on the [CP] button. Enter the information on the Conditional Progress screen. Note that the text in red will copy the respective values in from the PN.

Conditional Progress

Name of Claimant: FLINTSTONE TRUCKING

Name of Customer: BEDROCK DIRT

Job Location: BD 100 SLATE MATERIALS

Owner: AGENCY INFORMATION

Copy Orig Contractor Copy Owner

Through Date: 02/10/14

Maker of Check: DCNAME

Copy Orig Contractor Copy Owner

Amount of Check: 2,000.00

Check Payable To: FLINTSTONE TRUCKING

Dates of Waiver:

Amount(s) of unpaid: 8,000.00

Date of Signature: 05/10/14

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(CALIFORNIA CIVIL CODE SECTION 8132, EFFECTIVE JULY 1, 2012)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED A PAYMENT.

Identifying Information

Name of Claimant: FLINTSTONE TRUCKING

Name of Customer: BEDROCK DIRT

Job Location: BD 100 SLATE MATERIALS

Owner: AGENCY INFORMATION

Through Date: 02/10/2014

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: DCNAME

Amount of Check: \$ 2,000.00

Check Payable to: FLINTSTONE TRUCKING

Exceptions:

This document does not effect any of the following:

- (1) Retentions
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:

Amount(s) of unpaid progress payment(s): \$8,000.00

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature