

**COUNTY of CAPE MAY**  
**RITA M. ROTHBERG, COUNTY CLERK**  
**DIANA L. HEVENER**  
**DEPUTY COUNTY CLERK**



*Location:*  
7 North Main Street  
Cape May Court House  
New Jersey 08210

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Websites: [www.capemaycountygov.net](http://www.capemaycountygov.net)  
[www.capemaycountyvotes.com](http://www.capemaycountyvotes.com)

*Mailing Address:*  
P.O. Box 5000  
Cape May Court House  
New Jersey 08210-5000

## Notice of Unpaid Balance & Right to File Lien NUB

### Purpose

To give notice of a potential lien claim against a residential property under the Construction Lien Law.

**Note:** The Construction Lien Law N.J.S.A. 2A:44A-1 et seq. replaced the Mechanic's Lien Law. The Construction Lien Claim must be filed within 90 days after work is completed. A residential claimant should file a report with the Arbitration Association. New Jersey Statutory Law requires an original contract to have been in existence in order to file a Construction Lien Claim.

### Requirements – NJSA 2A:4A-20, NJSA 46:26A

The document submitted must be in substantially the same form as contained in N.J.S.A. 2A:44A-20.

### NJSA 2A:4A-20 Form available at:

<http://capemaycountyclerk.com/DocumentCenter/View/5760/Notice-of-Unpaid-Balance-and-Right-to-File-Lien-Form>

1. A cover sheet (or electronic synopsis). The fill in cover sheet form is available at this link: <http://www.capemaycountyclerk.com/DocumentCenter/View/4226>
2. Name(s) of claimant(s) (N.J.S.A. 2A:44A-20)
3. Address(es) of claimant(s) (N.J.S.A. 2A:44A-20)
4. Name(s) of property owner(s) (N.J.S.A. 2A:44A-20)
5. Date of notice (N.J.S.A. 2A:44A-20)
6. Description of property (N.J.S.A. 2A:44A-20)
7. Amount of work, services, material or equipment provided (N.J.S.A. 2A:44A-20)
8. Signature(s) of claimant(s) (N.J.S.A. 2A:44A-20)
9. Name(s) printed beneath signature(s) (N.J.S.A. 46:26A-3(a)(4))
10. Record and return information on document (N.J.S.A. 46:26A-7)

\*Signature(s) must be fully acknowledged by a notary public or other officer authorized by law to take oaths. Acknowledgment must include the name of the state and county where the acknowledgment is taken, full date, name(s) of the person(s) signing the Notice of Unpaid Balance and Right to File Lien. If the Claimant is a corporation or other entity there must be a statement that the maker was authorized to execute the instrument on behalf of the entity and that the maker executed the instrument as the act of the entity. Notary or other officer taking the acknowledgment must sign the acknowledgment, print his/her name, title and jurisdiction. Notaries outside New Jersey must apply seal.

### Fees

Flat fee	\$15.00 per instrument
Marginal Notation	\$ 5.00 per instrument

Deliver documents and make check payable to: Cape May County Clerk  
7 N Main Street DN 109  
P.O. Box 5000  
Cape May Court House, NJ 08210-5000

**2A:44A-20 Notice of Unpaid Balance and Right to File Lien Form**

20. a. All valid liens filed pursuant to this act shall attach to the interest of the owner from the time of filing of the lien claim, subject to this section and sections 3, 6, and 10 of P.L.1993, c.318 (C.2A:44A-3, 2A :44A-6 and 2A :44A-10).

b. A lien claim validly filed under this act shall have priority over a prior conveyance, lease or mortgage of an interest in real property to which improvements have been made, only if a Notice of Unpaid Balance and Right to File Lien is filed before the recording or lodging for record of a recordable document evidencing that conveyance, lease or mortgage. The Notice of Unpaid Balance and Right to File Lien shall be filed in substantially the following form:

TO THE CLERK, COUNTY OF \_\_\_\_\_ :

**NOTICE OF UNPAID BALANCE AND RIGHT TO FILE LIEN**

In accordance with the "Construction Lien Law," P.L.1993, c.318 (C.2A:44A-1 et al.), notice is hereby given that:

1. (Name of claimant), individually or as a partner of the claimant known as (Name of partnership), or an officer/member of the claimant known as (Name of corporation or LLC) (Please circle one and fill in name as applicable) located at (Business address of claimant) has on (date) a potential construction lien against the real property of (name of owner of property subject to lien), in that certain tract or parcel of land and premises described as Block \_\_\_\_\_, Lot \_\_\_\_\_, on the tax map of the (municipality) of \_\_\_\_\_, County of \_\_\_\_\_, State of New Jersey, in the amount of (\$\_\_\_\_\_ ), as calculated below for the value of the work, services, material or equipment provided. (If claim is against a community association in accordance with section 3 of P.L.1993, c.318 (C.2A:44A-3), set forth the name of the community association and the name and location of the property development.) The lien is to be claimed against the interest of the owner, unit owner, or other party, or against the community association (circle one; if "other", describe: \_\_\_\_\_).

2. The work, services, material or equipment was provided pursuant to the terms of a written contract (or, in the case of a supplier, a delivery or order slip signed by the owner, community association, contractor, or subcontractor having a direct contractual relation with a contractor, or an authorized agent of any of them), dated \_\_\_\_\_, between (claimant) and owner, unit owner, community association, contractor or subcontractor (circle one), named or known as (name of contracting party) and located at (address of other contracting party), in the total contract amount of (\$) \_\_\_\_\_ together with (if applicable) amendments to the total contract amount aggregating (\$) \_\_\_\_\_).

3. In accordance with the above contract, this claimant performed the following work or provided the following services, material or equipment:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_ etc.

4. The date of the provision of the last work, services, material or equipment for which payment is claimed is (date.) \_\_\_\_\_

5. The amount due for work, services, material or equipment provided by claimant in connection with the improvement of the real property, and upon which this lien claim is based is calculated as follows:

A. Initial Contract Price: \$ \_\_\_\_\_

B. Executed Amendments to Contract Price/Change Orders: \$ \_\_\_\_\_

C. Total Contract Price (A + B) = \$ \_\_\_\_\_

D. If Contract Not Completed, Value Determined in Accordance with Contract of Work Completed or Services, Material or Equipment Provided: \_\_\_\_\_

E. Total from C or D (whichever is applicable): \$ \_\_\_\_\_

F. Agreed upon Credits: \$ \_\_\_\_\_

G. Amount Paid to Date: \$ \_\_\_\_\_

TOTAL LIEN CLAIM AMOUNT E - [F + G] = \$ \_\_\_\_\_

6. The written contract (is) (is not) (cross out inapplicable portion) a residential construction contract as defined in section 2 of P.L.1993, c.318 (C.2A:44A-2).

7. This notification has been lodged for record prior or subsequent to completion of the work, services, material or equipment as described above. The purpose of this notification is to advise

the owner or community association and any other person who is attempting to encumber or take transfer of said property described above that a potential construction lien may be lodged for record within the 90-day period, or in the case of a residential construction contract within the 120-day period, following the date of the provision of the last work, services, material or equipment as set forth in paragraph 4 of this notice.

**CLAIMANT'S REPRESENTATION AND VERIFICATION**

Claimant represents and verifies that:

1. I have authority to file this Notice of Unpaid Balance and Right to File Lien.
2. The claimant is entitled to the amount claimed herein at the date this Notice is lodged for record, pursuant to claimant's contract described in the Notice of Unpaid Balance and Right to File Lien.
3. The work, services, material, or equipment for which this Notice of Unpaid Balance and Right to File Lien is filed was provided exclusively in connection with the improvement of the real property which is the subject of this Notice of Unpaid Balance and Right to File Lien.
4. The Notice of Unpaid Balance and Right to File Lien has been lodged for record within 90 days, or in the case of a residential construction contract within 60 days, from the last date upon which the work, services, material or equipment for which payment is claimed was provided.
5. The foregoing statements made by me are true, to the best of my knowledge.

Name of Claimant \_\_\_\_\_

Signed \_\_\_\_\_

(Type or Print Name and Title)

**SUGGESTED NOTARIAL FOR INDIVIDUAL CLAIMANT:**

**STATE OF NEW JERSEY**

COUNTY OF [ ] ss:

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, before me, the subscriber, personally appeared (person signing on behalf of claimant(s)) who, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that claimant(s) signed, sealed and delivered the same as claimant's (s') act and deed, for the purposes therein expressed.

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NOTARY PUBLIC

SUGGESTED NOTARIAL FOR CORPORATE OR LIMITED LIABILITY CLAIMANT:

STATE OF NEW JERSEY

COUNTY OF [ ] ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, before me, the subscriber, personally appeared (person signing on behalf of claimant(s)) who, I am satisfied is the Secretary (or other officer/manager/agent) of the Corporation (partnership or limited liability company) named herein and who by me duly sworn/affirmed, asserted authority to act on behalf of the Corporation (partnership or limited liability company) and who, by virtue of its Bylaws, or Resolution of its Board of Directors (or partnership or operating agreement) executed the within instrument on its behalf, and thereupon acknowledged that claimant signed, sealed and delivered same as claimant's act and deed, for the purposes herein expressed.

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NOTARY PUBLIC

c. A claimant electing to file a Notice of Unpaid Balance and Right to File Lien as described above need not serve a copy upon any interested party.

d. After the filing of a Notice of Unpaid Balance and Right to File Lien, any person claiming title to or an interest in or a lien upon the real property described in the Notice of Unpaid Balance and Right to File Lien, shall be deemed to have acquired said title, interest or lien with

knowledge of the anticipated filing of a lien claim, and shall be subject to the terms, conditions and provisions of that lien claim within the period provided by section 6 of P.L.1993, c.318 (C.2A:44A-6) and as set forth in the Notice of Unpaid Balance and Right to File Lien. A Notice of Unpaid Balance and Right to File Lien filed under this act shall be subject to the effect of a Notice of Settlement filed pursuant to P.L.1979, c. 406 (C.46:16A-1 et seq.).

e. The Notice of Unpaid Balance and Right to File Lien shall be effective for 90 days or in the case of a residential construction contract claim for 120 days from the date of the provision of the last work, services, material or equipment delivery for which payment is claimed as set forth in paragraph 4 of the Notice of Unpaid Balance and Right to File Lien.

f. The lodging for record or filing of a Notice of Unpaid Balance and Right to File Lien shall not constitute the lodging for record or filing of a lien claim nor does it extend the time for the lodging for record of a lien claim, in accordance with this act.

g. Failure to file a Notice of Unpaid Balance and Right to File Lien shall not affect the claimant's lien rights arising under this act, to the extent that no conveyance, lease or mortgage of an interest in real property occurs prior to the filing of a Notice of Unpaid Balance and Right to File Lien or lien claim.

h. A Notice of Unpaid Balance and Right to File Lien may be amended by the filing of an Amended Notice of Unpaid Balance and Right to File Lien in accordance with this section.

L.1993, c.318, s.20; amended 2010, c.119, s.14.