

10-DAY STOP WORK ORDER

_____, who is the original contractor, has not been paid within thirty-five days of the date payment became due, all monies which are owed pursuant to a written contract with the owner,

_____ for the construction of a private work of improvement known as:

_____ and located at:

_____ Unless all amounts are paid to the original contractor within 10 days of the provision of this notice to the owner, the original contractor will stop work on the above-described work of improvement.

An original contractor's or original subcontractor's liability to a subcontractor or material supplier resulting from the cessation of work under this section shall be limited to the amount of monetary damages the subcontractor or material supplier could recover under the mechanic's lien law for goods and services provided up to the date the subcontractor ceases work, provided that (1) liability shall continue for work performed and materials supplied up to and including the 10-day notice period and not beyond, and (2) this provision does not apply to limit monetary damages for custom work, including materials which have been fabricated, manufactured, or ordered to specifications that are unique to the job. (Civil Code Section 3260.2(c))

Nothing in this section shall be construed to apply to retentions withheld by a lender in accordance with the construction loan agreement. (Civil Code Section 3260.2(f))

Signed: _____ Dated: _____

Print name: _____

DECLARATION OF SERVICE

I, _____, declare under penalty of perjury that I served copies of the above 10-Day Stop Work Order by first-class registered or certified mail, postage prepaid, on the owner:

_____ Executed on _____, at _____ California.