



Ask Fred

Protections afforded contractors under Florida law include remedies as lienor and materialman.

Question: I have a question that's probably not a huge difficult one, but one that I need an answer for. I am a contractor and am having trouble getting paid for a job that finished recently. I contracted the entire job and hired all of the subcontractors and paid for the majority of the materials for the project myself. I owe money to subcontractors for both labor and materials, but can't seem to get the owner to pay me. What is my legal status? Am I a "lienor" or am I a "materialman?"

Answer: According to Florida law, you are actually both a lienor and a materialman. The relevant definitions that affect your construction business may be found in section 713.01, F.S., and more specifically under sections 713.01(18) and (20). A lienor is a person who is a contractor, subcontractor, sub-subcontractor, laborer, a materialman who contracts with the owner. A materialman is any person who furnishes materials under contract to the owner, contractor, subcontractor, or sub-subcontractor on the site of the improvement or for direct delivery to the site of the improvement or, for specially fabricated materials, off the site of the improvement for the particular improvement, and who performs no labor in the installation thereof. Because you are a person contractor you are a lienor, and because you furnished material under a contract to your customer/owner, you are also a materialman. In order to collect the monies due you under your contract you may rely upon the laws and remedies available to both a lienor and materialman. As a lienor you have rights related to the professional services you provided and as a materialman you have rights related to the materials you provided.

[Click to read the statute](#)

Thanks for asking,
Fred Gray