

WISCONSIN
CONSTRUCTION or MECHANICS
LIEN FORMS
PACKAGE
CONTRACTOR EDITION
(sole proprietor)

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U.S. Legal Forms™ thanks you for your purchase of a Construction Lien Forms Package. This package is an important tool to help you with the legal issues that may arise between a contractor who performs services and/or supplies materials or equipment to a property but is not paid for the services/materials/equipment. This package includes state specific forms for a contractor operating as a sole proprietor or individual.

TABLE OF CONTENTS

- | | |
|------|------------------------------|
| I. | Form List with descriptions |
| II. | Descriptions of Forms |
| III. | Tips on Completing the Forms |
| IV. | Disclaimer |

I. FORM LIST

With your Construction Lien Package, you will find many of the forms that are necessary to protect your legal rights or claims to secure and enforce a lien on property for unpaid services and/or materials or equipment.

Included in your package are the following forms:

1. Subcontractor's Notice of Intent to File Claim of Lien
2. Subcontractor's Identification Notice
3. Subcontractor's Claim of Lien
4. Public Demand for Payment
5. Prime Contractor's Notice of Lien Rights
6. Prime Contractor's Claim of Lien
7. Partial Satisfaction of Lien Claim
8. Full Satisfaction of Claim for Lien
9. Assignment of Lien
10. Request for Information by Supplier
11. Waiver of Lien
12. Conditional Waiver and Release of Claim of Lien Upon Progress Payment
13. Unconditional Waiver and Release of Claim of Lien Upon Progress Payment

14. Conditional Waiver and Release of Claim of Lien Upon Final Payment
15. Unconditional Waiver and Release of Claim of Lien Upon Final Payment
16. Prime Contractor's Notice of Intention to File Claim of Lien
17. Prime Contractor or Subcontractor Response to Request for Information by Supplier

II. DESCRIPTIONS OF FORMS

Brief descriptions of the forms contained in your U.S. Legal Forms™ Construction Lien Package are found below.

Subcontractor's Notice of Intent to File Claim of Lien - No lien claim may be filed or action brought thereon unless, at least 30 days before timely filing of the lien claim, the lien claimant serves on the owner, personally or by registered mail with return receipt requested, a written notice of intent to file a lien claim. The notice is required to be given whether or not the claimant has been required to give and has given a previous notice pursuant to s. 779.02. Such notice shall briefly describe the nature of the claim, its amount and the land and improvement to which it relates.

Subcontractor's Identification Notice - This is a form used by the subcontractor to provide notice for the furnishing of labor and materials. Every person other than a prime contractor who furnishes labor or materials for an improvement shall have the lien and remedy under this subchapter only if within 60 days after furnishing the first labor or materials the person gives notice in writing, in 2 signed copies, to the owner either by personal service on the owner or authorized agent or by registered mail with return receipt requested to the owner or authorized agent at the last-known post-office address. The owner or agent shall provide a copy of the notice received, within 10 days after receipt, to any mortgage lender who is furnishing or is to furnish funds for construction of the improvement to which the notice relates.

Subcontractor's Claim of Lien – This form is used by the subcontractor to officially record the lien. No lien claim may be filed or action brought thereon unless, at least 30 days before timely filing of the lien claim, the lien claimant serves on the owner, personally or by registered mail with return receipt requested, a written notice of intent to file a lien claim.

Public Demand for Payment – This is a form notice attached to a construction contract. Every prime contractor who enters into a contract with the owner for a work of improvement on the owner's land and who has contracted or will contract with any subcontractors or materialmen to provide labor or materials for the work of improvement shall include in any written contract with the owner the notice required by this paragraph, and shall provide the owner with a copy of the written contract. If no written contract for the work of improvement is entered into, the notice shall be prepared separately and served personally or by registered mail on the owner or authorized agent within 10 days after the first labor or materials are furnished for the improvement by or pursuant to the authority of the prime contractor.

Prime Contractor's Notice of Lien Rights - Individual form whereby notice is provided to the owner by the contractor. Every prime contractor who enters into a contract with the owner for a work of improvement on the owner's land and who has contracted or will contract with any subcontractors or materialmen to provide labor or materials for the work of improvement shall include in any written contract with the owner the notice required by this paragraph, and shall provide the owner with a copy of the written contract. If no written contract for the work of improvement is entered into, the notice shall be prepared separately and served personally or by registered mail on the owner or authorized agent within 10 days after the first labor or materials are furnished for the improvement by or pursuant to the authority of the prime contractor.

Prime Contractor's Claim of Lien - This form by which the contractor records the lien. No lien under s. 779.01 shall exist and no action to enforce a lien under s.779.01 shall be maintained

unless within 6 months from the date the lien claimant furnished the last labor or materials, a claim for the lien is filed in the office of the clerk of the circuit court of the county in which the lands affected by the lien lie, and unless within 2 years from the date of filing a claim for lien, an action is brought and summons and complaint filed.

Partial Satisfaction of Lien Claim - Every lien claimant, or the attorney who executed and filed a claim for lien on the claimant's behalf, who has received satisfaction or tender of the claim with the costs of any action brought on the claim shall, at the request of any person interested in the premises affected and on payment of the costs of satisfying the same, execute and deliver the necessary satisfaction to the interested person.

Full Satisfaction of Claim for Lien - Every lien claimant, or the attorney who executed and filed a claim for lien on the claimant's behalf, who has received satisfaction or tender of the claim with the costs of any action brought on the claim shall, at the request of any person interested in the premises affected and on payment of the costs of satisfying the same, execute and deliver the necessary satisfaction to the interested person. On filing the satisfaction with the clerk of the circuit court, the clerk of the circuit court shall enter satisfaction of the claim on the judgment and lien docket. Failure to execute and deliver the satisfaction or to satisfy the lien on the judgment and lien docket shall render the person so refusing liable to pay to the person requiring the satisfaction a sum equal to one-half of the sum claimed in the claim for lien.

Assignment of Lien - This Assignment of Lien is for use by an individual lienor who furnished or supplied labor, materials, or laborers for the purpose of improvements of real property, such that the lienor is entitled to a lien for the value of labor, materials, or laborers supplied, to provide notice that the lienor assigns his or her claim and lien to an individual who shall have all the rights and remedies under law to which the lienor is entitled subject to all defenses thereto that might be made if such assignment had not been made, for the purpose of filing and for the enforcement of the lien.

Request for Information by Supplier - This Request for Information by Supplier form is for use by an individual supplier to request that a prime contractor or subcontractor provide a description of the real estate upon which the materials the prime contractor or subcontractor purchased or contracted for are to be used and the name and post office address of the owner and authorized agent, if any.

Waiver of Lien - This Waiver of Lien form is for use by an individual for value received to waive all of his or her rights and claims for construction lien for its labor, material or services performed on or provided to land and improvements on property.

Conditional Waiver and Release of Claim of Lien Upon Progress Payment - This Conditional Waiver and Release of Claim of Lien Upon Progress Payment form is for use by a lienor in consideration of a certain sum of money to waive and release his or her lien and right to claim a lien for labor, services or materials furnished through a certain date to a customer on the job of an owner of property. This Conditional Waiver and Release of Lien Upon Progress Payment is conditioned upon the lienor receiving collected funds in a particular amount for the work described. If such funds are not received within a certain number of days of the date of this waiver, this Conditional Waiver and Release of Lien is void.

Unconditional Waiver and Release of Claim of Lien Upon Progress Payment - This Unconditional Waiver and Release of Claim of Lien Upon Progress Payment form is for use by a lienor in consideration of a certain sum of money to waive and release his or her lien and right to

claim a lien for labor, services or materials furnished through a particular date to a customer on the job of the owner of the property.

Conditional Waiver and Release of Claim of Lien Upon Final Payment - This Conditional Waiver and Release of Claim of Lien Upon Final Payment form is for use by a lienor in consideration of final payment to waive and release his or her lien and right to claim a lien for labor, services or materials furnished through a certain date to a customer on the job of the owner of property. This Conditional Waiver and Release of Lien Upon Final Payment is conditioned upon the lienor receiving collected funds in a certain amount for the work described. If such funds are not received within a particular number of days of the date of this waiver, this Conditional Waiver and Release of Lien is void.

Unconditional Waiver and Release of Claim of Lien Upon Final Payment - This Unconditional Waiver and Release of Claim of Lien Upon Final Payment form is for use by a lienor in consideration of final payment to waive and release his or her lien and right to claim a lien for labor, services or materials furnished through a certain date to a customer on the job of the owner of property.

Prime Contractor's Notice of Intention to File Claim of Lien - This Prime Contractor's Notice of Intention to File Claim of Lien is for use by an individual prime contractor who contracted to provide materials and/or labor for improvements to property to provide notice to the property owner that he or she is owed a particular sum of money, and that if payment in full is not received within 30 days from the date of the notice, the Prime Contractor intends to file a claim for lien on the property.

Prime Contractor or Subcontractor Response to Request for Information by Supplier - This Prime Contractor or Subcontractor Response to Request for Information by Supplier form is for use by an individual prime contractor or subcontractor at the time of purchasing or contracting for materials to be used in any case enumerated in §779.01, Wis. Stats., to respond to a request for information he or she received from a supplier for a description of the real estate upon which the materials he or she purchased or contracted for are to be used and the name and post office address of the owner and authorized agent.

If you need additional information, please visit www.uslegalforms.com and look up forms by subject matter. You may also wish to visit our legal definitions page at <http://definitions.uslegal.com/>

III. TIPS ON COMPLETING THE FORMS

The form(s) in this packet may contain "form fields" created using Microsoft Word or Adobe Acrobat (".pdf" format). "Form fields" facilitate completion of the forms using your computer. They do not limit your ability to print the form "in blank" and complete with a typewriter or by hand.

It is also helpful to be able to see the location of the form fields. Go to the View menu, click on Toolbars, and then select Forms. This will open the Forms toolbar. Look for the button on the Forms toolbar that resembles a shaded letter "a". Click this button and the form fields will be visible.

By clicking on the appropriate form field, you will be able to enter the needed information. In some instances, the form field and the line will disappear after information is entered. In other cases, it will not. The form was created to function in this manner.

IV. DISCLAIMER

These materials were developed by U.S. Legal Forms, Inc. based upon statutes and forms for the subject state. All information and Forms are subject to this Disclaimer:

All forms in this package are provided without any warranty, express or implied, as to their legal effect and completeness. Please use at your own risk. If you have a serious legal problem, we suggest that you consult an attorney in your state. U.S. Legal Forms, Inc. does not provide legal advice. The products offered by U.S. Legal Forms (USLF) are not a substitute for the advice of an attorney.

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