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WYOMING

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.

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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. Lien Statement
- 2. Notice of Intent to File Lien
- 3. Notice to Owner
- 4. Subcontractor's Notice of Right to Claim Lien
- 5. Prime Contractor's Notice
- 6. Notice of Satisfaction
- 7. Request for Entry of Notice of Satisfaction
- 8. Agreement to Extend Time For Filing Lien
- 9. Assignment of Claim of Lien
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- 13. Unconditional Waiver and Release of Claim of Lien Upon Final Payment

II. DESCRIPTIONS OF FORMS

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

<u>Lien Statement</u> - This is a lien statement by an individual who has performed work or materials as agreed and is now placing a lien on the property according to state law for failure to pay.

<u>Notice of Intent to File Lien</u> - This Notice of Intent to File Lien serves to provide notice of an intent to file a claim of lien against the described property ten (10) days after the service of the notice upon the property owner.

<u>Notice to Owner</u> - This Notice to Owner informs the Owner that when paying for labor and materials he/she may ask the prime contractor or subcontractor for "lien waivers" from all persons supplying materials or services for the work described in the contract.

Failure of the prime contractor or subcontractor to pay those persons supplying materials or services to complete the contract can result in the filing of a mechanic's lien on the property which is the subject of the contract pursuant to w.s. 29-2-101 through 29-2-110.

<u>Subcontractor's Notice of Right to Claim Lien</u> - This Notice of Right to Claim Lien puts a contractor on notice, as provided for by state statute, that the subcontractor or materialman has a right to place a lien upon work performed as specified.

<u>Prime Contractor's Notice</u> - This Prime Contractor's Notice gives notice that any subcontractor or materialman shall give notice to the prime contractor of the right to claim a lien. Failure to give notice waives any subcontractor's right to claim a lien.

<u>Notice of Satisfaction</u> - This Notice of Satisfaction form is for use by an individual lienor to acknowledge receipt of payment which represents payment in full for labor performed and/or materials furnished for the improvements to the property. By this document the lien claimant hereby releases any lien it may have in connection with the described property for labor performed and materials furnished.

Request for Entry of Notice of Satisfaction - This Request for Entry of Notice of Satisfaction is for use by an individual to request that a lien claimant enter a satisfaction to release any lien he or she may have relating to labor performed and/or materials furnished in connection with improvements to property within 30 days after receiving payment for such performance of labor or furnishing of materials. In addition to any actual damages, if the lien claimant refuses or neglects to enter satisfaction within thirty (30) days after payment and after having received this request, the lien claimant will be liable for damages of not less than one-tenth of one percent (.10%) of the original principal amount of the debt per day until such time as the lien claimant enters satisfaction. The additional damages authorized by Wyo. Stat. §29-1-303 shall not exceed one hundred dollars (\$100.00) per day.

<u>Agreement to Extend Time For Filing Lien</u> - This Agreement to Extend Time For Filing Lien is for use by individual parties to a contract for which a lien may be filed to agree to extend the time limits within which a lien may be filed, the times not to exceed twice the times within which the lien would have to be filed in accordance with Wyo. Stat. §29-2-106(a).

<u>Assignment of Claim of Lien</u> - This Assignment of Claim of Lien form 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 he or she assigns his or her claim and lien to an individual who shall hereafter 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.

<u>Conditional Waiver and Release of Claim of Lien Upon Progress Payment</u> - This Conditional Waiver and Release of Claim of Lien Upon Progress Payment is for use by an individual lienor in consideration of a certain sum 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 certain amount for the work described. If these funds are not received within a certain days of the date of this waiver, this Conditional Waiver and Release of Lien is void.

<u>Unconditional Waiver and Release of Claim of Lien Upon Progress Payment</u> - This Unconditional Waiver and Release of Claim of Lien Upon Progress Payment 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 an owner of property.

<u>Conditional Waiver and Release of Claim of Lien Upon Final Payment</u> - This Conditional Waiver and Release of Claim of Lien Upon Final Payment form is for use by an individual 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 an 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 these 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.

<u>Unconditional Waiver and Release of Claim of Lien Upon Final Payment</u> - 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 an owner of property.

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

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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