

Waiver of Construction Lien

§779.05 Wis. Stats.

Date: ____/____/____

1. Contractor's Name and Address

2. Property Improved by Contractor's Work or Materials:

3. Contractor's Work furnished at the request of:

4. Waiver of Lien rights is made for:

☐ All work, labor or materials furnished through ____/____/____

☐ All work, labor or materials furnished to the project.

☐ The following work, labor or materials only: _____

☐ All work, labor or materials except _____

Contractor

Signed by _____, title _____

§779.05 Waivers of Lien, provides, in part, "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor and materials furnished or to be furnished by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor and materials. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the work or material to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.