

Wyoming

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CHAPTER 1. GENERAL PROVISIONS.

ARTICLE 2. CONSTRUCTION.

§29-1-201. Definitions; agency relationships presumed.

(a) Except as otherwise provided, as used in this act:

(i) **"Contractor"** means:

(A) A person employed by and contracting with an owner to improve an owner's property including:

- (I) An architect;
- (II) A professional engineer; and
- (III) A surveyor.

(ii) **"Furnish"** includes selling or renting;

(iii) **"Improve or improvement"** means:

- (A) Demolition, erection, alteration or repair of any property for its permanent benefit;
- (B) Any work performed or material furnished for the permanent change of any real property; and
- (C) Materials manufactured pursuant to contract.

(iv) **"Lien claimant"** means any person who claims a lien under this act pursuant to a contract for improvement of property entered into by an owner of the property;

(v) **"Owner"** means:

(A) With respect to construction liens: any person with a legal or equitable interest in the property to be changed, altered or improved, for whose use or benefit any improvement shall be made or any materials furnished;

(B) With respect to mines, quarries, oil, gas or other wells: a person holding any interest in the legal or equitable title, or both, to any leasehold for oil or gas purposes and purchasers under executory contract, receivers and trustees;

(C) With respect to ditches, canals and reservoirs: a person holding any interest in the legal or equitable title to any ditch, canal or reservoir including rights-of-way, water permits, ditch rights and related easements of any type or kind. **"Owner"** includes purchasers under executory contract, receivers and trustees.

- (vi) "**Subcontractor**" means a person, other than a contractor performing work for a contractor or subcontractor under contract;
 - (vii) "**Work**" shall be as requested, authorized or ratified under contract;
 - (viii) "**Material**" means:
 - (A) Component parts incorporated into the project;
 - (B) Equipment and machinery, whether or not incorporated into the project; and
 - (C) Fuel and lubricants consumed in a project.
 - (ix) "**Materialman**" means a person other than a contractor who furnishes material to, but does not perform work for, an owner, a contractor or subcontractor under contract;
 - (x) "**Property**" means real property, personal property, or both;
 - (xi) "**Real property**" means all interests in real property, including but not limited to, the fee estate, leasehold interests, easements and rights of way;
 - (xii) "**Send**" or "**sent**" means, in connection with any writing or written notice, to deposit in the mail or deliver for transmission by any other usual means of communication with postage or cost of transmission provided for and properly addressed and, in the case of an instrument to an address specified thereon or otherwise agreed, or if no address is specified, to any address reasonable under the circumstances. The foregoing method of delivery includes delivery by any commercial carrier that requests and maintains a receipt for delivery of written documents and also includes an electronic record as set forth in the Uniform Electronic Transactions Act if the sender and recipient have previously communicated by electronic means. In the event any writing is transmitted by mail with the United States postal service, such writing shall be mailed by first class mail, by certified mail, return receipt requested, or by mail delivery requiring a receipt for delivery. The time a writing is deemed to have been sent is the time at which the writing is deposited in the mail or delivered for transmission by any other means and, in the case of an electronic record, the time of sending is as specified in W.S. 40-21-115;
 - (xiii) "**Written**" or "**writing**" means printing, typewriting or any other intentional reduction to tangible form, including an electronic record created, generated, sent, communicated, received or restored by electronic means;
 - (xiv) "**This act**" means W.S. 29-1-103 through 29-10-106.
- (b) Only the following agency relationships are presumed in this act:
- (i) If any spouse enters into a contract for the performance of any work or the furnishing of any materials for the benefit of the property of the other spouse for which a lien is provided by this act, the spouse contracting for the work shall be presumed to be the agent of the spouse owning the property;
 - (ii) Between joint tenants;
 - (iii) Among tenants in common; and
 - (iv) An employee is an agent of his employer.

ARTICLE 3. PRACTICE AND PROCEDURE

§§29-1-301 and 29-1-311. [Repealed]

Repealed by Laws 2010, ch. 92, §3.

§29-1-312. Lien statement to be filed; contents; notice; fee.

(a) In order to have a perfected lien pursuant to this act, a lien claimant shall file with the county clerk a lien statement verifying the accuracy of the lien and the allegations set forth in the lien statement, sworn to and acknowledged by the lien claimant or his authorized representative before a notarial officer. The county clerk shall record and index the lien statement by date,

names of claimant and property owner, and legal description of the property.

(b) The lien statement shall contain as appropriate the following information:

(i) The name and address of the lien claimant;

(ii) The amount claimed to be due and owing;

(iii) The name and address of the record owner against whose property the lien is filed;

(iv) An itemized list setting forth and describing materials delivered or work performed;

(v) The name of the person whom the lien claimant alleges is contractually responsible to pay the debt secured by the lien;

(vi) The date when labor was last performed or services were last rendered or the date of substantial completion of the project;

(vii) The legal description of the property where the materials were furnished or upon which the work was performed; and

(viii) A copy of the contract, if available, or a summary of the lien claimant's contract together with a statement of the location where a copy of the contract, if written, can be obtained.

(c) Notice shall be sent by the lien claimant to the last record owner or his agent in the case of a real property lien within thirty (30) days after the lien statement is filed. The notice shall be in substantially the same format and contain the same information as the form of notice specified in W.S. 29-10-103. The notice forms shall be made available and may be obtained at the county clerk's office of each county. Failure to send the notice required under this subsection shall not affect the validity of the lien.

(d) As a fee for recording a lien statement, the county clerk shall collect from the lien claimant the same fee as provided by W.S. 18-3-402(a)(xvi)(P). An irregularity in the lien statement may provide a valid defense for a party defending against the lien. The county clerk shall nevertheless file a lien statement at the date and time received by the county clerk, regardless of any irregularity, illegible language or other reason.

(e) The recording fee under this section may be assessed as costs in any action to foreclose the lien.

(f) The lien statement shall be in substantially the same format and contain the same information as the form specified in W.S. 29-10-104. The lien statement forms shall be made available and may be obtained at the county clerk's office of each county.

§29-1-313. Notice of satisfaction to be filed.

(a) Whenever any debt which is secured by a lien pursuant to this act is paid and satisfied, the lien claimant shall file notice of satisfaction of the lien in the office of the county clerk of any county in which the lien is filed and the lien claimant shall send the record owner a copy of the notice of satisfaction within thirty (30) days. The county clerk shall record and index the notice of satisfaction of the lien. The notice of satisfaction shall be acknowledged, but may be signed by the lien claimant or the attorney for the lien claimant.

(b) The notice of satisfaction shall be in substantially the same format and contain the same information as the notice of satisfaction form in W.S. 29-10-106. The notice of satisfaction forms shall be made available and may be obtained at the county clerk's office of each county.

§29-1-314. Liability for failure to file a notice of satisfaction.

In addition to any actual damages, any lien claimant refusing or neglecting to file the notice of satisfaction as provided in W.S. 29-1-313 within thirty (30) days after payment, and after having received by certified or registered mail a request in writing to file the notice of satisfaction, is liable for damages of not less than one-tenth of one percent (.10%) of the original principal amount of the debt per day from the date the lien claimant receives the written request to file a

notice of satisfaction, until the lien claimant files a notice of satisfaction. The damages authorized by this section shall not exceed one hundred dollars (\$ 100.00) per day.

ARTICLE 4. ACTIONS TO FORECLOSE LIENS.

§29-1-401. Jurisdiction of circuit and district court; Rules of Civil Procedure applicable in foreclosure action; attorney fees.

(a) All actions to foreclose a lien perfected under this act are quasi in rem proceedings and shall be commenced by filing a complaint in either the district court or, when required under W.S. 5-9-128(a)(vi), in the circuit court, in any county in which the property subject to the lien is located.

(b) In any action to foreclose a lien the Wyoming Rules of Civil Procedure shall govern.

(c) In the event an action is filed to foreclose a lien pursuant to this act, the prevailing party shall be entitled to recover from the nonprevailing party all costs and expenses reasonably associated with the action, including but not limited to reasonable attorney fees.

(d) Nothing in this section shall be construed to require a lien claimant to enforce his lien under this article if another method of enforcement is available under this act.

§29-1-402. Priority of liens.

(a) Except as provided in this section, the liens provided by this act shall be on an equal footing without reference to the date of the filing of the lien statement.

(b) Any lien perfected in compliance with this act attaches to the real property, fixtures, materials, machinery or supplies furnished and improvements made in preference to any subsequent lien, security interest or mortgage under any other provision of law which has been perfected upon real or personal property, including a leasehold interest, against which the lien is claimed.

(c) Any lien, security interest or mortgage which has been perfected upon real or personal property or upon a leasehold interest prior to the commencement of any construction work or repair of the premises or property, except as provided by chapter 7 of this act, or W.S. 29-8-102 relating to liens for the production of farm products under contracts executed, entered into, renewed or substantively amended on or after July 1, 2001, shall have priority.

(d) Where a sale is ordered by the court on foreclosure of any lien provided by this act and the proceeds from the sale are insufficient to discharge in full all of the liens, the proceeds shall be prorated among the several lien claimants according to the amounts of their respective claims.

§29-1-403. Work or materials furnished considered done under same contract; exceptions.

All work performed or materials furnished by a lien claimant shall be considered as having been done under the same contract unless more than one hundred eighty (180) days elapse from the date of the performance of any work or the furnishing of any materials and the date when work or materials are next performed or furnished by the lien claimant.

§29-1-404. Notice of foreclosure to prior perfected lienholders; effect of failure to notify.

The holder of any prior perfected lien upon the real property is entitled to notice in suits to foreclose the lien. A foreclosure proceeding shall not be rendered invalid by failure to give the notice required by this section.

§29-1-405. Remedies not exclusive.

The remedies provided by this act are not exclusive.

§29-1-406. Filing and recording fees.

The county clerk shall be paid the same fees as provided by W.S. 18-3-402 for recording all papers under this act.

§29-1-407. Consent to jurisdiction and venue.

By contracting to perform work or furnish materials on a project located in Wyoming, each contractor, subcontractor and materialman who asserts a lien submits to the laws of Wyoming and the jurisdiction of the district and circuit courts in the county in which the project is situated with respect to all lien claims, regardless of whether the lien claimant is a resident of Wyoming and regardless of whether the contract contains a contrary choice of law or venue provision. Venue for any mediation or arbitration of lien claims shall be proper only in the county in which the project is located, unless the parties agree otherwise.

CHAPTER 2. CONTRACTORS OR MATERIALMEN.

§29-2-101. Persons entitled to liens; extent of lien on realty; exceptions.

(a) Every contractor, subcontractor or materialman performing any work on or furnishing any materials for any building or any improvement upon real property shall have for his work done or plans or materials furnished a lien upon the building or improvements, and upon the real property of the owner on which they are situated to the extent of one (1) acre. If the improvements cover more than one (1) acre the lien shall extend to all the additional real property covered thereby.

(b) To have a lien the work or materials shall be furnished under a contract.

(c) Notwithstanding subsection (a) of this section if the real property subject to a lien is located in any city, town or subdivision the lien shall extend to the entire lot upon which the building or improvement is located.

(d) A cooperative utility, as defined by W.S. 17-20-140(a)(i), shall have a lien for the materials or services provided to a member. The lien shall attach to the real property of the member at the location where the materials or services were provided, if the amount due to the utility:

(i) Is greater than five thousand dollars (\$ 5,000.00); and

(ii) Has been unpaid for more than ninety (90) days.

(e) The lien under this section shall extend to the owner's real property and easements to the extent necessary to provide legal access by a roadway for ingress and egress to the building, improvements or real property subject to the lien, not to exceed forty (40) feet in width to the nearest easement, public road or highway.

§29-2-102. Extent of perfected lien.

Any lien properly perfected shall extend to the entire interest of the owner.

§29-2-103. Right of judicial sale and removal of improvements.

Any lien claimant enforcing the lien may have the building, improvements and real property sold under execution. However, if any party establishes that the real property, after removal of the improvement, would be in the same or similar condition as prior to the performance of the work for which the lien is claimed, the court may authorize the removal of the improvement. In addition to attorneys' fees and costs, the lien claimant foreclosing the lien may be entitled to reasonable costs for removing any improvement or for restoring the property to its original condition.

§29-2-104. Lien upon leaseholds; foreclosure; removal of improvements.

(a) Every building or improvement or any material furnished for use upon any leased property shall subject the leasehold interest to the lien provided by this chapter.

(b) A lien claimant may:

(i) Proceed to foreclose a lien upon the leasehold subject to the limitations of W.S. 29-2-101(a), (b) and (c); or

(ii) Seek an order from the court for removal of any improvement. Upon establishing that the property will be in the same or similar condition as prior to the performance of the work for which the lien is claimed, the court may authorize the removal. The party foreclosing the lien may be entitled to reasonable costs for removing any improvements or for restoring the property to its previous condition.

§29-2-105. Lien for improvements placed by tenant authorized by landlord.

(a) Notwithstanding the definition of "owner", if a tenant places any improvements either within or on the outside of any building or on the real property on which the building stands, the person doing any work or furnishing any material for the purpose of the improvement shall have a lien upon the landlord's and the tenant's interest in the building and real property as provided by this chapter if:

(i) The landlord has agreed to pay the costs of the improvement; or

(ii) The improvements are specifically authorized by the landlord.

§29-2-106. When statement lien to be filed; rights of subcontractor not abridged by contract between owner and contractor; agreement to extend filing period.

(a) Except as provided in subsection (c) of this section, any contractor asserting a lien under this chapter shall file his lien statement within one hundred fifty (150) days and every other person asserting a lien under this chapter shall file within one hundred twenty (120) days:

(i) Of the earlier of:

(A) After the last day when work was performed or materials furnished under contract;

(B) From the date of substantial completion of the project on which work was performed or materials were furnished under contract; or

(ii) With respect to a subcontractor, after the last day he performed work at the direction of the contractor or other person authorized to provide direction.

(b) No contract made between the record owner and the contractor shall be construed to affect or restrict the right of any subcontractor or materialman to file a lien.

(c) The record owner may record a notice of substantial completion of the project in the records of the county clerk in the county where the project is located. If a notice of substantial completion of the project is recorded under this subsection, the date the notice is recorded shall be presumed to be the date of substantial completion of the project. After the notice has been duly recorded, the record owner shall send a copy of the notice within five (5) days to all contractors, subcontractors and materialmen who provided the record owner with preliminary notice pursuant to W.S. 29-2-112. The notice shall not extend the date by which a lien statement shall be filed as may otherwise be provided in this section. The time to file a lien statement by any contractor, subcontractor or materialman shall not be affected if the record owner fails to send the notice of substantial completion of the project.

(d) The notice of substantial completion of the project shall refer to this section, provide the date of substantial completion of the project on the notice and state in bold face type: "**This**

notice creates a rebuttable presumption that the period for filing a lien shall begin to run as of the date the notice was recorded. If the recipient of the notice has not been paid in full, any lien to be filed on the property to secure full payment shall be filed by contractors within one hundred fifty (150) days of the date the notice was recorded and within one hundred twenty (120) days of the date the notice was recorded for materialmen."

(e) Any party to a contract for which a lien may be filed may agree to an extension of the time within which the lien may be filed. The time agreed upon may not exceed twice the time within which the lien would have to be filed in accordance with subsection (a) of this section. The agreement shall be acknowledged before a notarial officer, and signed by the owner, the contractor and any other parties to the contract before it is valid. The agreement shall be filed with and recorded by the county clerk in the manner provided by W.S. 29-1-312 for a lien statement. The lien rights of persons not signing the agreement are not affected by it.

(f) A cooperative utility claiming a lien under W.S. 29-2-101(d) shall file its lien statement within one hundred eighty (180) days after the first date the provisions of W.S. 29-2-101(d)(i) and (ii) were met. The cooperative utility and its member may agree to an extension of the time in which the lien may be filed, but the agreement may not exceed a total time for filing the lien statement beyond three hundred sixty (360) days. Any agreement for an extension under this subsection shall otherwise comply with the requirements of subsection (e) of this section.

§29-2-107. Notice of intention to file lien.

(a) Before filing a lien pursuant to this chapter a lien claimant shall send written notice to the record owner or his agent of any claim against real property, a building or an improvement stating the amount of any claim and from whom it is due. The notice shall be sent no later than twenty (20) days prior to filing a lien statement.

(b) The notice under this section shall be in substantially the same format and contain the same information as the notice form specified in W.S. 29-10-102. The notice forms shall be made available and may be obtained at the county clerk's office of each county.

§29-2-108. Duty of contractor to defend action; liability of contractor to owner.

The contractor shall, at his own expense, defend any action brought by his employee, subcontractors hired by the contractor, their employees or by any suppliers of materials provided under contract in accordance with this chapter. During the pendency of the action the owner or his agent may withhold from the contractor the amount of money for which a lien is filed. If judgment is rendered against the owner or his property on the lien foreclosure, he may deduct from any amount due to the contractor the amount of the judgment and costs. If the owner has paid the contractor in full he may recover from the contractor any amount paid by the owner for which the contractor was originally liable.

§29-2-109. Limitation of actions; duration of liens.

All actions to foreclose or enforce a lien under this chapter shall be commenced within one hundred eighty (180) days after the filing of the lien statement. No lien shall continue to exist except by virtue of the provisions of this chapter for more than one hundred eighty (180) days after the lien is filed unless an action to foreclose the lien is instituted.

§§29-2-110 and 29-2-111. [Repealed]

Repealed by Laws 2010, ch. 92, §3.

§29-2-112. Preliminary notices.

(a) With respect to perfecting the right to file a construction lien under this chapter, the following preliminary notice requirements shall apply:

(i) The contractor, subcontractor and materialman shall send written notice to the record owner or his agent, of the right to assert a lien against the property for which services or materials are provided if the contractor, subcontractor or materialman is not paid, and the right of the owner or contractor to obtain a lien waiver upon payment for services or materials. Each subcontractor and materialman shall provide a copy of the written notice to the contractor for which the subcontractor or materialman is providing services or materials;

(ii) Any notice required under this section shall be sent:

(A) By the contractor prior to receiving any payment from owner, including advances;

(B) By the subcontractor or materialman within thirty (30) days after first providing services or materials to the construction project.

(iii) Failure to send the notice required under this section within the time specified shall bar the right of a contractor, subcontractor or materialman to assert a lien;

(iv) The notice required under this section shall be in substantially the same format and contain the same information as the notice contained in W.S. 29-10-101. The form shall be made available and may be obtained at the county clerk's office of each county.

§29-2-113. Identity of record owner or his agent provided.

The contractor shall provide to subcontractors and materialmen at the time of contracting with them the name and address of the record owner and his agent, if applicable, and legal description of the site of the project on which work will be performed or materials furnished.

CHAPTER 10. FORMS.

§29-10-101. Preliminary notice of right to lien; lien waiver form.

(a) Preliminary notice of right to a lien shall be sent to the record owner of the property against which the lien may be filed and shall be completed in substantially the following form:

Note to Lien Claimant: This form, if filled out correctly and sent within the time periods specified in W.S. 29-2-112, constitutes prima facie evidence that you have provided the content of the notice required by W.S. 29-2-112(a)(i). If you have any questions regarding how to fill out this form or whether it has been filled out properly, you should consult an attorney.

NOTICE TO OWNER

The undersigned party is providing work or materials to the property described below. Failure of payment due and owing to a contractor, subcontractor or materialman for work performed or materials provided to the project located on the property can result in the filing of a lien against the property. To avoid this result, when paying for labor and materials you may ask the contractor, subcontractor or materialman for "lien waivers" from all persons supplying materials or services. Failure to secure lien waivers may result in your paying for labor and materials twice. A form of lien waiver is attached to this notice. Name, address and telephone number of contractor, subcontractor or materialman, and contact person: _____

MATERIALS PROVIDED OR WORK PERFORMED:

PROPERTY DESCRIPTION:

ADDRESS:

LEGAL DESCRIPTION:

SIGNED: _____

DATE: _____

(b) The form for waiver of a lien shall be completed in substantially the following form:
Note to lien claimant: Signing this form has legal implications. If you have any questions regarding how to complete this form or whether it has been properly completed, you should consult an attorney.

LIEN WAIVER TO: _____ PROJECT: _____

FROM: _____

DATE: _____

PAYMENT: \$ _____

In consideration of the PAYMENT received to date, the undersigned does hereby waive, release, and relinquish any and all claim and/or right of lien against the project and the real property improvements thereto for labor and/or materials furnished for use in construction of the project; provided however, the undersigned reserves all claims and/or rights of lien as to monies withheld as retainage in the amount of \$ _____, and any labor and/or materials hereafter furnished for which payment has not yet been made. The undersigned has not been paid the sum of \$ _____ for work performed and/or materials provided under contract on this project and retains the right to file a lien against the property and pursue any and all actions to recover the full amount due, including any and all equitable claims. The undersigned acknowledges receipt of payment for work performed or materials provided and acknowledges that this waiver may be relied upon by the owner even if the undersigned accepts payment in uncertified funds and such payment is subsequently dishonored or revoked, in which case this lien waiver shall remain in full force and effect. The foregoing waiver shall not apply, however, if payment tendered by the owner is dishonored or revoked.

By: _____

subcontractor/materialman/employee

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

ss.

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person) as lien claimant or _____ (title, position or type of authority granted by lien claimant) _____ of (lien claimant). IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notarial officer

My Commission Expires: _____

Seal:

§29-10-102. Form for notice of intention to file lien.

(a) Notice of intention to file a lien shall be sent to the record owner of the property against which the lien may be filed or his agent and shall be completed in substantially the following form:

Note to lien claimant: This form, if filled out correctly and sent within the time periods specified in W.S. 29-2-107 constitutes prima facie evidence that you have provided the contents of the notice required by W.S. 29-2-107(a). If you have any questions regarding how to fill out this form or whether it has been filled out properly, you should consult an attorney.

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: _____

Record owner or agent of owner (note: If there is more than one (1) owner, use a form for each owner)

Date: _____, 20__

Re: Notice of Intention to File Lien

You are hereby notified pursuant to W.S. 29-2-107 that _____
(hereinafter the "lien claimant") intends to file a lien against your property.

The amount of the lien claim is \$_____. This amount is due from
_____ (person/entity whose actions have caused a lien to be filed)
pursuant to a contract with the lien claimant under which the lien claimant performed work or supplied materials for the work.

If we are unable to resolve this matter within twenty (20) days from the date of this notice, the lien claimant intends to file the lien statement asserting a lien against your property.

cc: _____

§29-10-103. Form of notice of filing lien.

(a) Notice of filing a lien shall be sent to the record owner of the property against which the lien shall be filed and shall be completed in substantially the following form:

Note to lien claimant: This form, if filled out correctly and sent within the time periods specified in W.S. 29-2-107 constitutes prima facie evidence that you have provided the content of the notice required by W.S. 29-1-312(c). If you have any questions regarding how to fill out this form or whether it has been filled out properly, you should consult an attorney.

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: _____

Record owner or agent of owner (note: If there is more than one (1) owner, use a form for each owner)

Date: _____, 20__

Re: Notice of Filing Lien

This letter shall serve as notice to you pursuant to W.S. 29-1-312 that (hereinafter the "lien claimant") has filed a lien against your property.

cc: _____

§29-10-104. Form for lien statement.

(a) The lien statement shall be filed with the county clerk's office in the county where the property against which the lien is filed is located and shall be completed in substantially the following form:

Note to lien claimant: This form, if filled out correctly and filed with the county clerk's office within the time periods specified in W.S. 29-2-106 constitutes prima facie evidence that you have provided the content of the lien statement required by W.S. 29-1-312(b) and (f). If you have any questions regarding how to fill out this form or whether it has been filled out properly, you should consult an attorney.

STATE OF _____
COUNTY OF _____

ss.
LIEN STATEMENT

Pursuant to the provisions of W.S. 29-1-312 relating to lien statements, the undersigned hereby files this lien statement and swears as follows:

1. Name and address of lien claimant:

2. The amount claimed to be due and owing: \$ _____, plus pre-judgment interest at a rate of _____% (if applicable), and attorneys' fees and costs incurred by lien claimant in the collection of this amount.

3. The names and addresses of the persons against whose properties the lien is filed include:

4. An itemized list setting forth and describing the work performed or materials furnished by the lien claimant:

The amounts due and owing from _____ for the work performed and/or materials provided are set forth in the actual invoices, or if no invoices exist, then a summary, attached hereto as Exhibit "A".

5. The name of the persons whom the lien claimant asserts is/are obligated to pay the debt secured by the lien:

6. The lien claimant last performed work, or furnished materials, for which the lien claimant asserts a lien on the _____ day of _____, 20__.

7. The legal description of the real property where the lien claimant performed work or furnished materials is set forth in Exhibit "B", attached hereto.

8. A true and accurate copy of the written contract, if available, under which the lien claimant performed work or furnished materials is attached hereto as Exhibit "C". If the contract was oral or is too extensive, the parties to the contract and contract terms are described below:

A copy of the written contract, if applicable, is located at the following address:

DATED this _____ day of _____, 20____.

Name of lien claimant: _____

By: _____

Signature: _____

Title: _____

Note to Notarial officer: If the lien claimant is a legal entity formed under Title 17 of the Wyoming Statutes or other applicable law, use the first jurat. If the lien claimant is an individual or sole proprietor, use the second jurat.

(Alternative 1:)

STATE OF _____

COUNTY OF _____

ss.

On this _____ day of _____, 20____, subscribed and sworn to before me personally appeared _____ (name of signatory), to me personally known, who has read the foregoing Lien Statement and knows the contents thereof and the facts are true to the best of his/her knowledge, and being by me duly sworn, did state that he/she is the _____ (title, position or type of authority granted by lien claimant) of _____ (lien claimant) and that this lien statement was signed and sealed on behalf of the lien claimant by authority granted to the signatory by the lien claimant.

Witness my hand and official seal.

Notarial officer

My Commission Expires: _____

Seal:

(Alternative 2:)

STATE OF _____

COUNTY OF _____

ss.

On this _____ day of _____, 20____, subscribed and sworn to before me personally appeared _____ (name of signatory), to me personally known, who has read the foregoing Lien Statement and knows the contents thereof and the facts are true to the best of his/her knowledge, and being by me duly sworn, did state that the lien statement to be the free act and deed of the lien claimant.

Witness my hand and official seal.

Notarial officer

My Commission Expires: _____

Seal:

§29-10-105. Form for notice of substantial completion of the project.

(a) The form for notice of substantial completion of the project may be filed with the county clerk in the county where the project is located in accordance with W.S. 29-2-106(c). After the notice has been duly recorded, the record owner shall send a copy of the notice to all contractors, subcontractors and materialmen who provided the record owner with preliminary

notice pursuant to W.S. 29-2-112 within five (5) days after recording the notice under this section. The form shall be completed in substantially the following form:

(In bold face type) **This notice creates a presumption under W.S. 29-2-106(c) that the period for filing a lien shall begin to run on the date the notice was recorded. If the recipient of the notice has not been paid in full, any lien to be filed on the property to secure full payment shall be filed by contractors within one hundred fifty (150) days of the date the notice was recorded and within one hundred twenty (120) days the notice was recorded for materialmen.**

STATE OF _____
COUNTY OF _____

ss.

NOTICE OF SUBSTANTIAL COMPLETION OF THE PROJECT

Pursuant to the provisions of W.S. 29-2-106(c), the undersigned hereby files its notice of substantial completion of the project, filed with the Clerk of _____ County on the _____ day of _____, 20____, commencing at Page of Book .

Dated this _____ day of _____, 20____.

Name of record owner: _____

By: _____

Signature: _____

Title: _____

Note to Notarial Officer: If the record owner is a legal entity formed under Title 17 of the Wyoming Statutes or other applicable law, use the first jurat. If the record owner is an individual or sole proprietor, use the second jurat.

(Alternative 1:)

STATE OF _____
COUNTY OF _____

ss.

On this _____ day of _____, 20____, subscribed and sworn to before me personally appeared _____ (name of signatory), to me personally known, who has read the foregoing Notice of Substantial Completion of the Project and knows the contents thereof and the facts are true to the best of his/her knowledge, and being by me duly sworn, did state that he/she is the _____ (title, position or type of authority granted by record owner) of _____ (record owner) and that this Notice of Substantial Completion of the Project was signed and sealed on behalf of the record owner by authority granted to the signatory by the record owner.

Witness my hand and official seal.

Notarial officer

My Commission Expires: _____

Seal:

(Alternative 2:)

STATE OF _____
COUNTY OF _____

ss.

On this _____ day of _____, 20____, subscribed and sworn to

before me personally appeared _____ (name of signatory), to me personally known, who has read the foregoing Notice of Substantial Completion of the Project and knows the contents thereof and the facts are true to the best of his/her knowledge, and being by me duly sworn, did state that the Notice of Substantial Completion of the Project to be the free act and deed of the record owner.

Witness my hand and official seal.

Notarial officer
My Commission Expires: _____
Seal:

§29-10-106. Form for notice of satisfaction of lien.

(a) The form for notice of satisfaction of a lien shall be filed with the county clerk's office in the county where the property against which the lien was filed is located, sent to the record owner and shall be completed in substantially the following form:

Note to lien claimant: This form, if filled out correctly and filed with the county clerk's office fulfilled your obligation to file a notice of satisfaction of the lien required by W.S. 29-1-313 and 29-1-314. If you have any questions regarding how to fill out this form or whether it has been filled out properly, you should consult an attorney.

STATE OF _____
COUNTY OF _____

ss.

NOTICE OF SATISFACTION OF LIEN

Pursuant to the provisions of W.S. 29-1-313, the undersigned hereby files its notice of satisfaction of lien statement and hereby releases its lien(s), filed with the Clerk _____ of County on the _____ day of _____, 20____, commencing at Page of Book .

Dated this _____ day of _____, 20____.

Name of lien claimant: _____

By: _____

Signature: _____

Title: _____

Note to Notarial Officer: If the lien claimant is a legal entity formed under Title 17 of the Wyoming Statutes or other applicable law, use the first jurat. If the lien claimant is an individual or sole proprietor, use the second jurat.

(Alternative 1:)

STATE OF _____
COUNTY OF _____

ss.

On this _____ day of _____, 20____, subscribed and sworn to before me personally appeared (name of signatory), to me personally known, who has read the foregoing Notice of Satisfaction of Lien and knows the contents thereof and the facts are true to the best of his/her knowledge, and being by me duly sworn, did state that he/she is the _____ (title, position or type of authority granted by lien claimant) of

_____ (lien claimant) and that this Notice of Satisfaction of Lien was signed and sealed on behalf of the lien claimant by authority granted to the signatory by the lien claimant. Witness my hand and official seal.

Notarial officer
My Commission Expires: _____
Seal:
(Alternative 2:)
STATE OF _____
COUNTY OF _____

ss.
On this _____ day of _____, 20 ____, subscribed and sworn to before me personally appeared _____ (name of signatory), to me personally known, who has read the foregoing Notice of Satisfaction of Lien and knows the contents thereof and the facts are true to the best of his/her knowledge, and being by me duly sworn, did state that the Notice of Satisfaction of Lien to be the free act and deed of the lien claimant. Witness my hand and official seal.

Notarial officer
My Commission Expires: _____
Seal:

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