

SENATE FILE NO. SF0025

Liens.

Sponsored by: Joint Judiciary Interim Committee

A BILL

for

1 AN ACT relating to liens; reorganizing lien statutes as  
 2 specified; generally amending and clarifying the process  
 3 for filing liens; specifying time limits for filing forms;  
 4 amending substantive rights under lien provisions;  
 5 conforming statutes; authorizing attorney fees and costs as  
 6 specified; amending definitions; and providing for an  
 7 effective date.

8

9 *Be It Enacted by the Legislature of the State of Wyoming:*

10

11 **Section 1.** W.S. 29-1-103 through 29-1-105, 29-1-312  
 12 through 29-1-317, 29-1-401 through 29-1-408, 29-1-501,  
 13 29-1-601, 29-9-101 through 29-9-103 and 29-10-101 through  
 14 29-10-106 are created to read:

15

16

ARTICLE 1

17

GENERAL PROVISIONS

1

2           **29-1-103. Short title.**

3

4 W.S. 29-1-103 through 29-10-106 shall be known and may be  
5 cited as the "Revised Wyoming Statutory Lien Act".

6

7           **29-1-104. Common law liens superseded.**

8

9           (a) This act hereby supersedes and replaces any liens  
10 under Wyoming common law, if any, except nothing herein  
11 shall affect or abridge:

12

13                   (i) A right of setoff;

14

15                   (ii) The right to file legal action based on  
16 equitable principles, including unjust enrichment, quantum  
17 meruit and other equitable doctrines; or

18

19                   (iii) The right to enforce a lien otherwise  
20 created by contract.

21

22           **29-1-105. Enumerated contents of notice of intent to**  
23 **file lien and lien statement to be construed liberally.**

24

1 The court may, in its discretion, construe the contents of  
2 the notice of intent to file a lien set forth in W.S.  
3 29-1-313(a) and the contents of the lien statement set  
4 forth in W.S. 29-1-314(b)(i) through (vi) and (viii)  
5 liberally to prevent inequitable results and unjust  
6 enrichment provided the lien claimant has strictly complied  
7 with all other filing requirements and no procedural rights  
8 are prejudiced.

9

10 **29-1-312. Preliminary notices.**

11

12 (a) With respect to perfecting the right to file a  
13 construction lien under chapter 2 of this act, the  
14 following additional preliminary notice requirements shall  
15 apply:

16

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

1 written notice to the contractor for which the  
2 subcontractor or materialman is providing services or  
3 materials;

4

5 (ii) The notice required under this section  
6 shall be sent within thirty (30) days after first providing  
7 services or materials to the construction project;

8

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

13

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

19

20 (v) The contractor shall forward to the owner  
21 any preliminary notice received from a subcontractor or  
22 materialman within fifteen (15) days of receipt of the  
23 preliminary notice.

24

1           **29-1-313. Notice of intention to file lien.**

2

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

10

11           (b) The notice under this section shall be required  
12 only for liens filed under chapter 2 of this act.

13

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

19

20           **29-1-314. Lien statement to be filed; contents;**  
21 **notice; fee.**

22

23           (a) In order to have a perfected lien pursuant to  
24 this act, a lien claimant shall file with the county clerk

1 a lien statement verifying the accuracy of the lien and the  
2 allegations set forth in the lien statement, sworn to and  
3 acknowledged by the lien claimant or his authorized  
4 representative before a notarial officer. The lien  
5 statement shall not be signed by the claimant's attorney.  
6 The county clerk shall record and index the lien statement  
7 by date, names of claimant and property owner, and legal  
8 description of the property.

9

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

12

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

14

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

16

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

19

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

22

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

4

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

8

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

12

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

17

18           (c) Notice shall be sent by the lien claimant to the  
19 last record owner or his agent in the case of a real  
20 property lien within five (5) days after the lien statement  
21 is filed. The notice shall be in substantially the same  
22 format and contain the same information as the form of  
23 notice specified in W.S. 29-10-103. The notice forms shall

1 be made available and may be obtained at the county clerk's  
2 office of each county.

3

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

12

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

15

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

21

22 **29-1-315. When lien statement to be filed; rights of**  
23 **subcontractor and materialman not abridged by contract**

1 **between record owner and contractor; record owner's notice**  
2 **of substantial completion of the project.**

3

4 (a) Except as provided in subsection (c) of this  
5 section, any contractor asserting a lien under chapter 2 of  
6 this act shall file his lien statement within one hundred  
7 fifty (150) days, and any other person asserting a lien  
8 under chapter 2 of this act shall file his lien statement  
9 within one hundred twenty (120) days:

10

11 (i) Of the earlier of:

12

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

15

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

19

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

23

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

4  
5           (c) The record owner may record a notice of  
6 substantial completion of the project in the records of the  
7 county clerk in the county where the project is located.  
8 If a notice of substantial completion of the project is  
9 recorded under this subsection, the date the notice is  
10 recorded shall be presumed to be the date of substantial  
11 completion of the project. After the notice has been duly  
12 recorded, the record owner shall send a copy of the notice  
13 within five (5) days to all contractors, subcontractors and  
14 materialmen who provided the record owner with preliminary  
15 notice pursuant to W.S. 29-1-312. The notice shall not  
16 extend the date by which a lien statement shall be filed as  
17 may otherwise be provided in this act. The time to file a  
18 lien statement by any contractor, subcontractor or  
19 materialman shall not be affected if the record owner fails  
20 to send the notice of substantial completion of the  
21 project.

22  
23           (d) The notice of substantial completion of the  
24 project shall refer to this section, provide the date of

1 substantial completion of the project on the notice and  
2 state in bold face type: "**This notice creates a rebuttable**  
3 **presumption that the period for filing a lien shall begin**  
4 **to run as of the date the notice was recorded. If the**  
5 **recipient of the notice has not been paid in full, any lien**  
6 **to be filed on the property to secure full payment shall be**  
7 **filed by contractors within one hundred fifty (150) days of**  
8 **the date the notice was recorded and within one hundred**  
9 **twenty (120) days of the date the notice was recorded for**  
10 **materialmen."**

11

12 **29-1-316. Notice of satisfaction to be filed.**

13

14 (a) Whenever any debt which is secured by a lien  
15 pursuant to this act is paid and satisfied, the lien  
16 claimant shall file notice of satisfaction of the lien in  
17 the office of the county clerk of any county in which the  
18 lien is filed and the lien claimant shall send the record  
19 owner a copy of the notice of satisfaction within five (5)  
20 days. The county clerk shall record and index the notice  
21 of satisfaction of the lien. The notice of satisfaction  
22 shall be acknowledged, but may be signed by the lien  
23 claimant or the attorney for the lien claimant.

24

1           (b) The notice of satisfaction shall be in  
2 substantially the same format and contain the same  
3 information as the notice of satisfaction form in W.S.  
4 29-10-106. The notice of satisfaction forms shall be made  
5 available and may be obtained at the county clerk's office  
6 of each county.

7

8           **29-1-317. Liability for failure to file a notice of**  
9 **satisfaction.**

10

11 In addition to any actual damages, any lien claimant  
12 refusing or neglecting to file the notice of satisfaction  
13 as provided in W.S. 29-1-316 within thirty (30) days after  
14 payment, and after having received by certified or  
15 registered mail a request in writing to file the notice of  
16 satisfaction, is liable for damages of not less than one-  
17 tenth of one percent (.10%) of the original principal  
18 amount of the debt per day from the date the lien claimant  
19 receives the written request to file a notice of  
20 satisfaction, until the lien claimant files a notice of  
21 satisfaction. The damages authorized by this section shall  
22 not exceed one hundred dollars (\$100.00) per day.

23

24

ARTICLE 4



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

4

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

12

13           (c) Any lien, security interest or mortgage which has  
14 been perfected upon real or personal property or upon a  
15 leasehold interest prior to the commencement of any  
16 construction work or repair of the premises or property,  
17 except as provided by chapter 7 of this act, or W.S.  
18 29-8-102 relating to liens for the production of farm  
19 products under contracts executed, entered into, renewed or  
20 substantively amended on or after July 1, 2001, shall have  
21 priority.

22

23           (d) Where a sale is ordered by the court on  
24 foreclosure of any lien provided by this act and the

1 proceeds from the sale are insufficient to discharge in  
2 full all of the liens, the proceeds shall be prorated among  
3 the several lien claimants according to the amounts of  
4 their respective claims.

5

6 **29-1-403. Work or materials furnished considered done**  
7 **under same contract; exceptions.**

8

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

16

17 **29-1-404. Notice of foreclosure to prior perfected**  
18 **lienholders; effect of failure to notify.**

19

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

1

2

**29-1-405. Remedies not exclusive.**

3

4

The remedies provided by this act are not exclusive.

5

6

**29-1-406. Filing and recording fees.**

7

8

The county clerk shall be paid the same fees as provided by

9

W.S. 18-3-402 for recording all papers under this act.

10

11

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

12

13

By contracting to perform work or furnish materials on a

14

project located in Wyoming, each contractor, subcontractor

15

and materialman who asserts a lien submits to the laws of

16

Wyoming and the jurisdiction of the district and circuit

17

courts in the county in which the project is situated with

18

respect to all lien claims, regardless of whether the lien

19

claimant is a resident of Wyoming and regardless of whether

20

the contract contains a contrary choice of law or venue

21

provision. Venue for any mediation or arbitration of lien

22

claims shall be proper only in the county in which the

23

project is located, unless the parties agree otherwise.

24

1           **29-1-408. Identity of record owner or his agent**  
2 **provided.**

3

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

10

11

#### ARTICLE 5

12

#### SUBSTITUTE SECURITY FOR LIENS

13

14           **29-1-501. Substitute security to satisfy lien; filing**  
15 **and effect thereof; action upon security.**

16

17           (a) Any lien created pursuant to this act filed  
18 against any real or personal property is satisfied if the  
19 owner of the property, contractor or subcontractor has  
20 deposited with the court having jurisdiction over the lien  
21 claim a corporate surety bond, letter of credit, cash or  
22 cash equivalent of established value approved by the court  
23 having jurisdiction over the lien claim in the county where

1 the lien was filed in an amount equal to one and one-half  
2 (1½) times the amount of the lien.

3

4 (b) The security shall guarantee that if the lien  
5 claimant is finally adjudged to be entitled to recover upon  
6 the lien, the principal or his sureties, jointly and  
7 severally, in the case of a bond, or the issuer of a letter  
8 of credit shall pay the lien claimant the amount of the  
9 judgment for at least the amount for which the lien was  
10 filed plus costs and attorneys' fees.

11

12 (c) The security may be deposited any time prior to  
13 entry of a final judgment in an action to foreclose the  
14 lien.

15

16 (d) The security shall be deposited with the clerk of  
17 the court having jurisdiction over the lien claim in the  
18 county where the lien was filed.

19

20 (e) Upon depositing the security and entry of an  
21 order of the court accepting the security, the lien against  
22 the property shall be forthwith discharged and released in  
23 full, and the security deposited pursuant to this section  
24 shall be substituted. The clerk of court shall issue a

1 notice of satisfaction of lien which the owner or lien  
2 claimant may file in the office of the county clerk where  
3 the lien was filed which shall show that the lien has been  
4 satisfied.

5  
6 (f) A lien claimant whose lien has been satisfied by  
7 the substitution of the security pursuant to subsection (e)  
8 of this section may bring an action upon the security. The  
9 action shall be commenced in the court in which the  
10 security was deposited under subsection (d) of this  
11 section. The prevailing party in the action shall be  
12 entitled to recover all costs and attorneys' fees incurred  
13 before and after the action was commenced that are  
14 reasonably related to the lien.

15

16 ARTICLE 6

17 FALSE OR FRIVOLOUS LIENS

18

19 **29-1-601. False or frivolous liens; damages;**  
20 **penalties.**

21

22 (a) Any claim of lien against a federal, state or  
23 local official or employee based on the performance or  
24 nonperformance of that official's or employee's duties

1 shall be invalid unless accompanied by a specific order  
2 from a court of competent jurisdiction authorizing the  
3 filing of the lien or unless a specific statute authorizes  
4 the filing of the lien.

5

6 (b) Any person whose real or personal property is  
7 subject to a recorded claim of lien who believes the claim  
8 of lien is invalid under subsection (a) of this section,  
9 was forged, or that the lien claimant knew at the time of  
10 filing that the lien was groundless, contained a material  
11 misstatement or false claim, may petition the court having  
12 jurisdiction over the lien of the county in which the claim  
13 of lien has been recorded for the relief provided in this  
14 subsection. The petition shall state the grounds upon  
15 which relief is requested, and shall be supported by the  
16 affidavit of the petitioner or his attorney setting forth a  
17 concise statement of the facts upon which the motion is  
18 based. The clerk of court shall assign a case number to the  
19 petition and obtain from the petitioner a filing fee of  
20 thirty-five dollars (\$35.00). Upon the filing of the  
21 petition the following shall apply:

22

23 (i) The court may enter its order, which may be  
24 granted ex parte, directing the lien claimant to appear

1 before the court at a time no earlier than six (6) nor  
2 later than fifteen (15) days following the date of service  
3 of the petition, and order the lien claimant to show cause,  
4 if any, why the relief provided in this subsection should  
5 not be granted;

6

7 (ii) The order shall clearly state that if the  
8 lien claimant fails to appear at the time and place noted,  
9 the claim of lien shall be stricken and released, and that  
10 the lien claimant shall be ordered to pay damages of at  
11 least one thousand dollars (\$1,000.00) or actual damages,  
12 whichever is greater, and the costs incurred by the  
13 petitioner, including reasonable attorneys' fees;

14

15 (iii) The order and petition shall be served  
16 upon the lien claimant by personal service, or, where the  
17 court determines that service by mail or other comparable  
18 method of delivery is likely to give actual notice, the  
19 court may order that service be made by mailing or  
20 delivering copies of the petition and order to the lien  
21 claimant at his last known address or any other address  
22 determined by the court to be appropriate. Two (2) copies  
23 shall be sent, one (1) by ordinary first class mail and the  
24 other by a form of mail or other delivery method requiring

1 a signed receipt showing when and to whom it was delivered.

2 The envelopes shall bear the return address of the sender;

3

4 (iv) If, following a hearing on the matter the  
5 court determines that the claim of lien is invalid under  
6 subsection (a) of this section, was forged or that the lien  
7 claimant knew at the time of filing that the lien was  
8 groundless or contained a material misstatement or false  
9 claim, the court shall issue an order striking and  
10 releasing the claim of lien and awarding damages of one  
11 thousand dollars (\$1,000.00) or actual damages, whichever  
12 is greater, costs and reasonable attorneys' fees to the  
13 petitioner to be paid by the lien claimant;

14

15 (v) If the court determines that the claim of  
16 lien is valid, the court shall issue an order so stating  
17 and shall award costs and reasonable attorneys' fees to the  
18 lien claimant to be paid by the petitioner.

19

20 (c) Any person who offers to have recorded or filed a  
21 forged or groundless lien in violation of this section with  
22 the intent to threaten, harass or intimidate a public  
23 official or employee in the performance or nonperformance  
24 of his official duties is guilty of a misdemeanor

1 punishable by a fine of not more than seven hundred fifty  
2 dollars (\$750.00), imprisonment for not more than six (6)  
3 months, or both.

4

5

## CHAPTER 9

6

### MISCELLANEOUS LIENS

7

8

#### **29-9-101. Lien of state on realty of debtor.**

9

10 The amount of every account audited, adjusted and found due  
11 to the state including penalties and interest is a lien  
12 upon the real property of the person charged with the debt.  
13 The lien shall be in effect from the time suit commences  
14 for the recovery of the debt.

15

16

#### **29-9-102. Lien of attorneys on papers and monies of clients.**

17

18

19

20

21

22

(a) For professional services performed on behalf of  
a client, an attorney shall have a lien for compensation  
due him from the time of giving notice of the lien. The  
attorney's lien attaches upon:

23

1           (i) Any papers or money of his client which have  
2 come into his possession;

3

4           (ii) Money due his client and in the possession  
5 of an adverse party.

6

7           (b) Notice as required by subsection (a) of this  
8 section to be given to any person against whom the lien is  
9 asserted shall be given by certified mail, return receipt  
10 requested.

11

12           **29-9-103. Other lien statutes not affected by this**  
13 **act.**

14

15 Unless other statutes relating to liens specifically  
16 provide that the procedures specified in chapter 1, 2, 9 or  
17 10 of this act apply, this act is supplemental to and does  
18 not supersede any other lien statutes contained in chapters  
19 3 through 8 of this act nor other lien statutes nor other  
20 statutes relating in any way to liens currently existing  
21 related to other types of property or other subject  
22 matters.

23

24

CHAPTER 10

1

## FORMS

2

3           **29-10-101. Preliminary notice of right to lien; lien**  
4 **waiver form.**

5

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

10

11 Note to Lien Claimant: This form, if filled out correctly  
12 and sent within the time periods specified in W.S.  
13 29-1-312, constitutes prima facie evidence that you have  
14 provided the content of the notice required by W.S.  
15 29-1-312(a)(i). If you have any questions regarding how to  
16 fill out this form or whether it has been filled out  
17 properly, you should consult an attorney.

18

19

## NOTICE TO OWNER

20

21 The undersigned party is providing work or materials to the  
22 property described below. Failure of payment due and owing  
23 to a contractor, subcontractor or materialman for work  
24 performed or materials provided to the project located on

1 the property can result in the filing of a lien against the  
 2 property. To avoid this result, when paying for labor and  
 3 materials you may ask the contractor, subcontractor or  
 4 materialman for "lien waivers" from all persons supplying  
 5 materials or services. Failure to secure lien waivers may  
 6 result in your paying for labor and materials twice. A form  
 7 of lien waiver is attached to this notice.

8

9 Name, address and telephone number of contractor,  
 10 subcontractor or materialman, and contact person:

11

12 \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15

16 MATERIALS PROVIDED OR WORK PERFORMED:

17

18 \_\_\_\_\_

19 \_\_\_\_\_

20 \_\_\_\_\_

21

22 PROPERTY DESCRIPTION:

23

24 ADDRESS:

1

2

3

4

5

6 LEGAL DESCRIPTION:

7

8

9

10

11

12 SIGNED: \_\_\_\_\_

13 DATE: \_\_\_\_\_

14

15 (b) The form for waiver of a lien shall be completed  
16 in substantially the following form:

17

18 Note to lien claimant: Signing this form has legal  
19 implications. If you have any questions regarding how to  
20 complete this form or whether it has been properly  
21 completed, you should consult an attorney.

22

23

**LIEN WAIVER**

24

1 TO: \_\_\_\_\_ PROJECT: \_\_\_\_\_

2

3 FROM: \_\_\_\_\_

4

5 DATE: \_\_\_\_\_

6

7 PAYMENT: \$ \_\_\_\_\_

8

9 In consideration of the PAYMENT received to date, the  
10 undersigned does hereby waive, release, and relinquish any  
11 and all claim and/or right of lien against the project and  
12 the real property improvements thereto for labor and/or  
13 materials furnished for use in construction of the project;  
14 provided however, the undersigned reserves all claims  
15 and/or rights of lien as to monies withheld as retainage in  
16 the amount of \$ \_\_\_\_\_, and any labor and/or  
17 materials hereafter furnished for which payment has not yet  
18 been made. The undersigned has not been paid the sum of  
19 \$ \_\_\_\_\_ for work performed and/or materials  
20 provided under contract on this project and retains the  
21 right to file a lien against the property and pursue any  
22 and all actions to recover the full amount due, including  
23 any and all equitable claims. The undersigned acknowledges  
24 receipt of payment for work performed or materials provided

1 and acknowledges that this waiver may be relied upon by the  
 2 owner even if the undersigned accepts payment in  
 3 uncertified funds and such payment is subsequently  
 4 dishonored or revoked, in which case this lien waiver shall  
 5 remain in full force and effect. The foregoing waiver  
 6 shall not apply, however, if payment tendered by the owner  
 7 is dishonored or revoked.

8

9 By:\_\_\_\_\_

10 subcontractor/materialman/employee

11

12 Title:\_\_\_\_\_

13

14 Date:\_\_\_\_\_

15

16 STATE OF \_\_\_\_\_ )

17 )ss.

18 COUNTY OF \_\_\_\_\_ )

19

20 This instrument was acknowledged before me on this  
 21 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
 22 (name of person) as lien claimant or \_\_\_\_\_  
 23 (title, position or type of authority granted by lien  
 24 claimant) of \_\_\_\_\_ (lien claimant).

1           IN WITNESS THEREOF, I have hereunto set my hand and  
2 affixed my official seal on the day and year last above  
3 written.

4  
5 \_\_\_\_\_

6 Notarial officer

7

8 My Commission Expires:

9

10 Seal:

11

12           **29-10-102. Form for notice of intention to file lien.**

13

14           (a) Notice of intention to file a lien shall be sent  
15 to the record owner of the property against which the lien  
16 may be filed, sent to the lien claimant and shall be  
17 completed in substantially the following form:

18

19 Note to lien claimant: This form, if filled out correctly  
20 and sent within the time periods specified in W.S. 29-1-313  
21 constitutes prima facie evidence that you have provided the  
22 contents of the notice required by W.S. 29-1-313(a). If  
23 you have any questions regarding how to fill out this form

1 or whether it has been filled out properly, you should  
2 consult an attorney.

3

4 CERTIFIED MAIL, RETURN RECEIPT REQUESTED

5

6 To: \_\_\_\_\_

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

9

10 Date: \_\_\_\_\_, 20\_\_\_\_

11

12 Re: Notice of Intention to File Lien

13

14 You are hereby notified pursuant to W.S. 29-1-313 that  
15 \_\_\_\_\_ (hereinafter the "lien claimant")  
16 intends to file a lien against your property.

17

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

23

1 If we are unable to resolve this matter within thirty (30)  
 2 days from the date of this notice, the lien claimant  
 3 intends to file the lien statement asserting a lien against  
 4 your property.

5

6 cc: \_\_\_\_\_  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_

9

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

11

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

16

17 Note to lien claimant: This form, if filled out correctly  
 18 and sent within the time periods specified in W.S. 29-1-313  
 19 constitutes prima facie evidence that you have provided the  
 20 content of the notice required by W.S. 29-1-314(c). If you  
 21 have any questions regarding how to fill out this form or  
 22 whether it has been filled out properly, you should consult  
 23 an attorney.

24

1 CERTIFIED MAIL, RETURN RECEIPT REQUESTED

2

3 To: \_\_\_\_\_

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

6

7 Date: \_\_\_\_\_, 20\_\_

8

9 Re: Notice of Filing Lien

10

11 This letter shall serve as notice to you pursuant to W.S.  
12 29-1-314 that \_\_\_\_\_ (hereinafter the "lien  
13 claimant") has filed a lien against your property.

14

15 cc: \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18

19 **29-10-104. Form for lien statement.**

20

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

1

2 Note to lien claimant: This form, if filled out correctly  
 3 and filed with the county clerk's office within the time  
 4 periods specified in W.S. 29-1-315 constitutes prima facie  
 5 evidence that you have provided the content of the lien  
 6 statement required by W.S. 29-1-314(b) and (f). If you  
 7 have any questions regarding how to fill out this form or  
 8 whether it has been filled out properly, you should consult  
 9 an attorney.

10

11 STATE OF \_\_\_\_\_ )  
 12 ) ss.  
 13 COUNTY OF \_\_\_\_\_ )

14

LIEN STATEMENT

15

16  
 17 Pursuant to the provisions of W.S. 29-1-314 relating to  
 18 lien statements, the undersigned hereby files this lien  
 19 statement and swears as follows:

20

21 1. Name and address of lien claimant:

22

23

\_\_\_\_\_

24

\_\_\_\_\_

1

\_\_\_\_\_

2

\_\_\_\_\_

3

\_\_\_\_\_

4

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

9

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

12

13

\_\_\_\_\_

14

\_\_\_\_\_

15

\_\_\_\_\_

16

\_\_\_\_\_

17

\_\_\_\_\_

18

19

\_\_\_\_\_

20

\_\_\_\_\_

21

\_\_\_\_\_

22

\_\_\_\_\_

23

\_\_\_\_\_

24

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

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

21

22 The amounts due and owing from \_\_\_\_\_ for  
 23 the work performed and/or materials provided are set forth

1 in the actual invoices, or if no invoices exist, then a  
2 summary, attached hereto as Exhibit "A".

3

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

6

7

\_\_\_\_\_

8

\_\_\_\_\_

9

\_\_\_\_\_

10

\_\_\_\_\_

11

\_\_\_\_\_

12

13

\_\_\_\_\_

14

\_\_\_\_\_

15

\_\_\_\_\_

16

\_\_\_\_\_

17

\_\_\_\_\_

18

19

\_\_\_\_\_

20

\_\_\_\_\_

21

\_\_\_\_\_

22

\_\_\_\_\_

23

\_\_\_\_\_

24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11

---

---

---

---

---

---

---

---

---

---

---

12  
13 6. The lien claimant last performed work, or furnished  
14 materials, for which the lien claimant asserts a lien on  
15 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

16  
17 7. The legal description of the real property where the  
18 lien claimant performed work or furnished materials is set  
19 forth in Exhibit "B", attached hereto.

20  
21 8. A true and accurate copy of the written contract, if  
22 available, under which the lien claimant performed work or  
23 furnished materials is attached hereto as Exhibit "C". If

1 the contract was oral or is too extensive, the parties to  
2 the contract and contract terms are described below:

3  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_

8  
9 A copy of the written contract, if applicable, is located  
10 at the following address:

11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_

16  
17

18 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

19

20 Name of lien claimant: \_\_\_\_\_

21

22 By: \_\_\_\_\_

23

24 Signature: \_\_\_\_\_

1

2 Title: \_\_\_\_\_

3

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

9

10 (Alternative 1:)

11

12 STATE OF \_\_\_\_\_ )

13 ) ss.

14 COUNTY OF \_\_\_\_\_ )

15

16 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subscribed and

17 sworn to before me personally appeared

18 \_\_\_\_\_ (name of signatory), to me

19 personally known, who has read the foregoing Lien Statement

20 and knows the contents thereof and the facts are true to

21 the best of his/her knowledge, and being by me duly sworn,

22 did state that he/she is the \_\_\_\_\_

23 (title, position or type of authority granted by lien

24 claimant) of \_\_\_\_\_ (lien claimant)

1 and that this lien statement was signed and sealed on  
2 behalf of the lien claimant by authority granted to the  
3 signatory by the lien claimant.

4

5 Witness my hand and official seal.

6

7 \_\_\_\_\_

8 Notarial officer

9

10 My Commission Expires:

11

12 Seal:

13

14 (Alternative 2:)

15

16 STATE OF \_\_\_\_\_ )

17 ) ss.

18 COUNTY OF \_\_\_\_\_ )

19

20 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subscribed and

21 sworn to before me personally appeared

22 \_\_\_\_\_ (name of signatory), to me

23 personally known, who has read the foregoing Lien Statement

24 and knows the contents thereof and the facts are true to

1 the best of his/her knowledge, and being by me duly sworn,  
2 did state that the lien statement to be the free act and  
3 deed of the lien claimant.

4

5 Witness my hand and official seal.

6

7 \_\_\_\_\_

8 Notarial officer

9

10 My Commission Expires:

11

12 Seal:

13

14 **29-10-105. Form for notice of substantial completion**  
15 **of the project.**

16

17 (a) The form for notice of substantial completion of  
18 the project may be filed with the county clerk in the  
19 county where the project is located in accordance with W.S.  
20 29-1-315(c). After the notice has been duly recorded, the  
21 record owner shall send a copy of the notice to all  
22 contractors, subcontractors and materialmen who provided  
23 the record owner with preliminary notice pursuant to W.S.  
24 29-1-312 within five (5) days after recording the notice

1 under this section. The form shall be completed in  
2 substantially the following form:

3

4 **(In bold face type) This notice creates a presumption under**  
5 **W.S. 29-1-315(c) that the period for filing a lien shall**  
6 **begin to run on the date the notice was recorded. If the**  
7 **recipient of the notice has not been paid in full, any lien**  
8 **to be filed on the property to secure full payment shall be**  
9 **filed by contractors within one hundred fifty (150) days of**  
10 **the date the notice was recorded and within one hundred**  
11 **twenty (120) days the notice was recorded for materialmen.**

12

13 STATE OF \_\_\_\_\_ )  
14 ) ss.  
15 COUNTY OF \_\_\_\_\_ )

16

17 NOTICE OF SUBSTANTIAL COMPLETION OF THE PROJECT

18

19 Pursuant to the provisions of W.S. 29-1-315(c), the  
20 undersigned hereby files its notice of substantial  
21 completion of the project, filed with the Clerk of  
22 \_\_\_\_\_ County on the \_\_\_\_\_ day of  
23 \_\_\_\_\_, 20\_\_\_\_, commencing at Page \_\_\_\_\_ of Book  
24 \_\_\_\_\_.

1

2 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

3

4 Name of record owner: \_\_\_\_\_

5

6 By: \_\_\_\_\_

7

8 Signature: \_\_\_\_\_

9

10 Title: \_\_\_\_\_

11

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

17

18 (Alternative 1:)

19

20 STATE OF \_\_\_\_\_ )

21 ) ss.

22 COUNTY OF \_\_\_\_\_ )

23

1 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subscribed and  
 2 sworn to before me personally appeared  
 3 \_\_\_\_\_ (name of signatory), to me  
 4 personally known, who has read the foregoing Notice of  
 5 Substantial Completion of the Project and knows the  
 6 contents thereof and the facts are true to the best of  
 7 his/her knowledge, and being by me duly sworn, did state  
 8 that he/she is the \_\_\_\_\_ (title,  
 9 position or type of authority granted by record owner) of  
 10 \_\_\_\_\_ (record owner) and that this  
 11 Notice of Substantial Completion of the Project was signed  
 12 and sealed on behalf of the record owner by authority  
 13 granted to the signatory by the record owner.

14

15 Witness my hand and official seal.

16

17 \_\_\_\_\_

18 Notarial officer

19

20 My Commission Expires:

21

22 Seal:

23

24 (Alternative 2:)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

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:



1 Pursuant to the provisions of W.S. 29-1-316, the  
 2 undersigned hereby files its notice of satisfaction of lien  
 3 statement and hereby releases its lien(s), filed with the  
 4 Clerk of \_\_\_\_\_ County on the \_\_\_\_\_ day of  
 5 \_\_\_\_\_, 20\_\_\_\_, commencing at Page \_\_\_\_\_ of Book  
 6 \_\_\_\_\_.

7  
 8 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

9  
 10 Name of lien claimant: \_\_\_\_\_

11  
 12 By: \_\_\_\_\_

13  
 14 Signature: \_\_\_\_\_

15  
 16 Title: \_\_\_\_\_

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

23  
 24 (Alternative 1:)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

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

1 My Commission Expires:

2

3 Seal:

4

5 (Alternative 2:)

6

7 STATE OF \_\_\_\_\_ )

8 ) ss.

9 COUNTY OF \_\_\_\_\_ )

10

11 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subscribed and

12 sworn to before me personally appeared

13 \_\_\_\_\_ (name of signatory), to me

14 personally known, who has read the foregoing Notice of

15 Satisfaction of Lien and knows the contents thereof and the

16 facts are true to the best of his/her knowledge, and being

17 by me duly sworn, did state that the Notice of Satisfaction

18 of Lien to be the free act and deed of the lien claimant.

19

20 Witness my hand and official seal.

21

22 \_\_\_\_\_

23 Notarial officer

24

1 My Commission Expires:

2

3 Seal:

4

5           **Section**                   **2.** W.S.                   5-9-128(a)(vi)(C),  
6 29-1-201(a)(intro), (iv), (v)(intro), (vi), by creating new  
7 paragraphs (viii) through (xiii), (b)(intro) and (i),  
8 29-2-101(a), (c) and by creating new subsections (e) and  
9 (f), 29-2-103, 29-2-105(a)(intro), 29-2-106(c), 29-2-108,  
10 29-4-102, 29-5-103(b)(intro), 29-7-103(a), 29-8-102(a),  
11 41-5-111(d) and 42-4-202(b)(intro) are amended to read:

12

13           **5-9-128. Civil jurisdiction.**

14

15           (a) Each circuit court has exclusive original civil  
16 jurisdiction within the boundaries of the state for:

17

18                   (vi) Actions to foreclose and enforce the  
19 following statutory liens only, when the amount claimed on  
20 the lien does not exceed seven thousand dollars (\$7,000.00)  
21 exclusive of court costs:

22

1 (C) Liens for labor and services as  
2 provided by W.S. 29-5-101 through 29-5-106 and 29-7-101  
3 through ~~29-7-202~~29-7-301; and  
4

5 **29-1-201. Definitions; agency relationships presumed.**  
6

7 (a) Except as otherwise provided, as used in this  
8 ~~title act~~act:  
9

10 (iv) "Lien claimant" means any person who claims  
11 a lien under this ~~title act~~act pursuant to a contract for  
12 improvement of property entered into by an owner of the  
13 property;  
14

15 (v) "Owner" ~~as used in this act~~ means:  
16

17 (vi) "Subcontractor" ~~or "materialman"~~ means a  
18 person, other than a contractor performing work ~~or~~  
19 ~~furnishing materials to an owner or~~for a contractor or  
20 subcontractor under contract;  
21

22 (viii) "Material" means component parts which  
23 are incorporated into an improvement and machinery and  
24 equipment whether or not incorporated into an improvement;

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

(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

1 set forth in the Uniform Electronic Transactions Act if the  
2 sender and recipient have previously communicated by  
3 electronic means. In the event any writing is transmitted  
4 by mail with the United States postal service, such writing  
5 shall be mailed by certified mail, return receipt  
6 requested, or by mail delivery requiring a receipt for  
7 delivery. The time a writing is deemed to have been sent  
8 is the time at which the writing is deposited in the mail  
9 or delivered for transmission by any other means and, in  
10 the case of an electronic record, the time of sending is as  
11 specified in W.S. 40-21-115;

12

13 (xiii) "Written" or "writing" means printing,  
14 typewriting or any other intentional reduction to tangible  
15 form, including an electronic record created, generated,  
16 sent, communicated, received or restored by electronic  
17 means;

18

19 (xiv) "This act" means W.S. 29-1-103 through  
20 29-10-106.

21

22 (b) Only the following agency relationships are  
23 presumed in this ~~title-act~~:

24

1 (i) If any spouse enters into a contract for the  
2 performance of any work or the furnishing of any materials  
3 for the benefit of the property of the other spouse for  
4 which a lien is provided by this ~~title-act~~, the spouse  
5 contracting for the work shall be presumed to be the agent  
6 of the spouse owning the property;

7

8 **29-2-101. Persons entitled to liens; extent of lien**  
9 **on realty; exceptions.**

10

11 (a) ~~Except as provided in W.S. 29-2-111,~~ Every person  
12 contractor, subcontractor or materialman performing any  
13 work on or furnishing any materials ~~or plans~~ for any  
14 building or any improvement upon ~~land~~ real property shall  
15 have for his work done or plans or materials furnished a  
16 lien upon the building or improvements, and upon the ~~land~~  
17 real property of the owner on which they are situated to  
18 the extent of one (1) acre. If the improvements cover more  
19 than one (1) acre the lien shall extend to all the  
20 additional ~~land~~ real property covered thereby.

21

22 (c) Notwithstanding subsection (a) of this section if  
23 the ~~land~~ real property subject to a lien is located in any  
24 city, town or subdivision the lien shall extend to the

1 entire lot upon which the building or improvement is  
2 located.

3

4 (e) A lien claimant who has not received authority to  
5 transact business in Wyoming and licenses from all  
6 applicable licensing authorities of the state of Wyoming  
7 and Wyoming counties, cities and towns at the time of  
8 performing work on or providing materials to a project is  
9 barred from asserting a lien against such project. Any  
10 lien claimant that held such authority or license in good  
11 standing at the time work was first performed or materials  
12 first provided by the lien claimant may reinstate such  
13 authority or license if either should become delinquent,  
14 lapse or terminate thereafter, and reinstatement shall  
15 preserve the right to assert a lien. Reinstatement of the  
16 authority or license under this subsection shall not be  
17 required if the lien claimant no longer is engaged in the  
18 same business of performing work or providing materials and  
19 is asserting a lien as a result of work performed or  
20 materials provided while the lien claimant had the  
21 necessary authority or license to perform the work.

22

23 (f) The lien under this section shall extend to the  
24 owner's real property and easements to the extent necessary

1 to provide legal access by a roadway for ingress and egress  
2 to the building, improvements or real property subject to  
3 the lien, not to exceed forty (40) feet in width to the  
4 nearest easement, public road or highway.

5  
6 **29-2-103. Right of judicial sale and removal of**  
7 **improvements.**

8  
9 Any ~~person~~ lien claimant enforcing the lien ~~provided by~~  
10 ~~this chapter~~ may have the building, ~~or~~ improvements and  
11 real property sold under execution. However, if any party  
12 establishes that the ~~land~~ real property, after removal of  
13 the improvement, would be in the same or similar condition  
14 as prior to the performance of the work for which the lien  
15 is claimed, the court may authorize the removal of the  
16 improvement. In addition to attorneys' fees and costs, the  
17 ~~party~~ lien claimant foreclosing the lien may be entitled to  
18 reasonable costs for removing any improvement or for  
19 restoring the property to its original condition.

20  
21 **29-2-105. Lien for improvements placed by tenant**  
22 **authorized by landlord.**

23

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

9

10           **29-2-106. When statement lien to be filed; rights of**  
11 **subcontractor not abridged by contract between owner and**  
12 **contractor; agreement to extend filing period.**

13

14           (c) Any party to a contract for which a lien may be  
15 filed may agree to an extension of the time within which  
16 the lien may be filed. The time agreed upon may not exceed  
17 twice the time within which the lien would have to be filed  
18 in accordance with subsection (a) of this section. The  
19 agreement shall be acknowledged before a notarial officer,  
20 and signed by the owner, the contractor and any other  
21 parties to the contract before it is valid. The agreement  
22 shall be filed with and recorded by the county clerk in the  
23 manner provided by W.S. ~~29-1-301~~29-1-314 for a lien

1 statement. The lien rights of persons not signing the  
2 agreement are not affected by it.

3

4 **29-2-108. Duty of contractor to defend action;**  
5 **liability of contractor to owner.**

6

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

20

21 **29-4-102. Filing of lien statement; enforcement.**

22

23 Any person entitled may file a lien statement as provided  
24 by W.S. ~~29-1-101~~ 29-1-103 through ~~29-1-308~~ 29-1-317 and

1 29-2-101 through 29-2-109 and may enforce his lien in the  
2 same manner.

3

4 **29-5-103. Lien statement to be filed; contents;**  
5 **mistake in description not fatal; notice to purchaser or**  
6 **owner.**

7

8 (b) In addition to the requirements of W.S.  
9 ~~29-1-301(a)~~ 29-1-314(a) this statement shall contain:

10

11 **29-7-103. Lien statement; additional contents; county**  
12 **clerk to note lien on certificate of title.**

13

14 (a) A lien statement under W.S. 29-7-101 through  
15 29-7-106 shall provide in addition to the requirements of  
16 W.S. ~~29-1-301(b)~~ 29-1-314(b) whether the lien claimant was  
17 in possession of the property at the time the lien  
18 statement was filed or the owner consented to the filing of  
19 the lien. Notwithstanding W.S. ~~29-1-301(a)~~ 29-1-314(a), a  
20 feeder's lien created pursuant to W.S. 29-7-101(a)(ii)  
21 shall be filed in the office of the secretary of state  
22 together with any applicable filing fees.

23

24 **29-8-102. Producer's liens.**

1

2 (a) W.S. ~~29-1-101~~29-1-103 through 29-7-301 shall not  
3 apply to liens filed under this act.

4

5 **41-5-111. Irrigation facility modification and**  
6 **maintenance.**

7

8 (d) In order to have a perfected lien, a lien  
9 claimant shall file with the county clerk a lien statement  
10 that conforms to the requirements of W.S. ~~29-1-301~~  
11 29-1-314, and shall notify the last known record owner as  
12 provided in W.S. ~~29-1-301~~29-1-314. The county clerk shall  
13 ~~file~~record and index the statement as provided in W.S.  
14 ~~29-1-301~~29-1-314. When so perfected, the lien may be  
15 enforced in the same manner as provided in W.S. 29-4-101  
16 and 29-4-102 and is subject to the limitation in W.S.  
17 29-2-109.

18

19 **42-4-202. Third party liability; authority;**  
20 **enforcement; notice; costs.**

21

22 (b) The department may perfect and enforce its lien  
23 by following the procedures set forth in W.S. ~~29-1-301~~ and  
24 ~~29-1-302~~29-1-314 and 29-1-316, and its verified lien

1 statement shall be filed with the appropriate clerk in the  
2 county of financial responsibility. The verified lien  
3 statement shall contain the following:

4

5 **Section 3.** W.S. 29-1-101 and 29-1-102, 29-1-301  
6 through 29-1-311, 29-2-106(a) and (b), 29-2-110 and  
7 29-2-111 are repealed.

8

9 **Section 4.** The provisions of this act shall apply to  
10 all projects commenced on or after July 1, 2010. Any  
11 projects commenced prior to July 1, 2010, shall be governed  
12 by the lien procedures in title 29 that existed prior to  
13 July 1, 2010.

14

15 **Section 5.** This act is effective July 1, 2010.

16

17

(END)