

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 Common law liens superseded.**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. Lien statutes to be construed liberally.**

23

1 The court may, in its discretion, construe the notice and
2 lien filing requirements in this act liberally to prevent
3 inequitable results and unjust enrichment provided the lien
4 claimant has substantially complied with the filing
5 requirements and no procedural rights are prejudiced. All
6 other provisions in this act shall be strictly construed,
7 including complying in all respects with the time limits
8 specified for providing preliminary lien notices, notice of
9 intent to file a lien, lien filings and initiating lien
10 foreclosure actions.

11

12 **29-1-312. Preliminary notices.**

13

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

18

19 (i) The contractor, subcontractor and
20 materialman shall send written notice to the record owner
21 or his agent, who, for purposes of this section, includes
22 the contractor, of the right to assert a lien against the
23 property for which services or materials are provided if
24 the contractor, subcontractor or materialman is not paid.

1 The subcontractor and materialman shall provide a copy of
2 the written notice to the contractor for which the
3 subcontractor or materialman is providing services or
4 materials;

5

6 (ii) The notice required under this section
7 shall be sent within forty-five (45) days after first
8 providing services or materials to the construction
9 project;

10

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

15

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

21

22 (v) The contractor shall forward to the owner
23 any preliminary notice received from a subcontractor or

1 materialman within thirty (30) days of receipt of the
2 preliminary notice.

3

4 **29-1-313. Notice of intention to file lien.**

5

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

13

14 (b) The notice under this section shall be required
15 only for construction liens filed under chapter 2 of this
16 act and for oil, gas and mining liens filed under chapter 3
17 of this act.

18

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

24

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

3

4 (a) In order to have a perfected lien pursuant to
5 this act, a lien claimant shall file with the county clerk
6 a lien statement verifying the accuracy of the lien and the
7 allegations set forth in the lien statement, sworn to and
8 acknowledged by the lien claimant or his authorized
9 representative before a notarial officer. The lien
10 statement shall not be signed by the claimant's attorney.
11 The county clerk shall file and index the statement by
12 date, names of claimant and property owner, and legal
13 description of the property.

14

15 (b) The lien statement and the abstracts shall
16 contain as appropriate the following information:

17

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

19

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

21

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

24

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

3

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

7

8 (vi) The date when labor was last performed or
9 services were last rendered or the date when the project
10 was substantially completed;

11

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

15

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

20

21 (c) Notice shall be sent by the lien claimant to the
22 last record owner or his agent in the case of a real
23 property lien promptly after the lien statement is filed.

24 The notice shall be in substantially the same format and

1 contain the same information as the form of notice
2 specified in W.S. 29-10-103. The notice forms shall be
3 made available and may be obtained at the county clerk's
4 office of each county.

5

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

14

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

17

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

23

1 29-1-315. When lien statement to be filed; rights of
2 subcontractor and materialman not abridged by contract
3 between record owner and contractor; record owner's notice
4 of substantial completion of project.

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

12
13 (i) Of the earlier of:

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

17
18 (B) From the date the work was
19 substantially completed or substantial completion of the
20 contract to furnish materials; or

21
22 (ii) With respect to a worker or subcontractor,
23 after the last day he performed work at the direction of

1 the contractor or other person authorized to provide
2 direction.

3

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

8

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

1

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

13

14 **29-1-316. Notice of satisfaction to be filed.**

15

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

1

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

8

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

11

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

1 request to file such notice, as provided in this section.
2 The damages authorized by this section shall not exceed one
3 hundred dollars (\$100.00) per day.

4

5

ARTICLE 4

6

ACTIONS TO FORECLOSE LIENS

7

8 **29-1-401. Jurisdiction of circuit and district court;**
9 **Rules of Civil Procedure applicable in foreclosure action;**
10 **attorney fees.**

11

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

18

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

21

22 (c) In the event an action is filed to foreclose a
23 lien pursuant to this act, the prevailing party shall be
24 entitled to recover from the nonprevailing party all costs

1 and expenses reasonably associated with the action,
2 including but not limited to reasonable attorney fees for
3 maintaining the action and attorney fees and costs incurred
4 in attempts to resolve payment of the debt secured by the
5 lien prior to filing the action.

6

7 **29-1-402. Priority of liens.**

8

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

12

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

20

21 (c) Any lien, security interest or mortgage which has
22 been perfected upon real or personal property or upon a
23 leasehold interest prior to the commencement of any
24 construction work or repair of the premises or property,

1 except as provided by chapter 7 of this act, or W.S.
2 29-8-102 relating to liens for the production of farm
3 products under contracts executed, entered into, renewed or
4 substantively amended on or after July 1, 2001, shall have
5 priority.

6

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

13

14 **29-1-403. Work or materials furnished considered done**
15 **under same contract; exceptions.**

16

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

24

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

3

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

9

10 **29-1-405. Remedies not exclusive.**

11

12 The remedies provided by this act are not exclusive.

13

14 **29-1-406. Filing and recording fees.**

15

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

19

20 **29-1-407. Consent to jurisdiction and venue.**

21

22 By contracting to perform work or furnish materials on a
23 project located in Wyoming, each contractor, subcontractor
24 and materialman who asserts a lien submits to the laws of

1 Wyoming and the jurisdiction of the district and circuit
2 courts in the county in which the project is situated with
3 respect to all lien claims, regardless of whether the lien
4 claimant is a resident of Wyoming and regardless of whether
5 the contract contains a contrary choice of law or venue
6 provision. Venue for any mediation or arbitration of lien
7 claims shall be proper only in the county in which the
8 project is located, unless the parties agree otherwise.

9

10 **29-1-408. Identity of record owner or his agent**
11 **provided.**

12

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

19

20

ARTICLE 5

21

SUBSTITUTE SECURITY FOR LIENS

22

23 **29-1-501. Substitute security to satisfy lien; filing**
24 **and effect thereof; action upon security.**

1

2 (a) Any lien created pursuant to this act filed
3 against any real or personal property is satisfied if the
4 owner of the property, contractor or subcontractor has
5 deposited with the court having jurisdiction over the lien
6 claim a corporate surety bond, letter of credit, cash or
7 cash equivalent of established value approved by the court
8 having jurisdiction over the lien claim in the county where
9 the lien was filed in an amount equal to one and one-half
10 (1½) times the amount of the lien.

11

12 (b) The security shall guarantee that if the lien
13 claimant is finally adjudged to be entitled to recover upon
14 the lien, the principal or his sureties, jointly and
15 severally, in the case of a bond, or the issuer of a letter
16 of credit shall pay the lien claimant the amount of the
17 judgment for at least the amount for which the lien was
18 filed plus costs and attorneys' fees.

19

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

23

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

4

5 (e) Upon depositing the security and entry of an
6 order of the court accepting the security, the lien against
7 the property shall be forthwith discharged and released in
8 full, and the security deposited pursuant to this section
9 shall be substituted. The clerk of court shall issue a
10 notice of satisfaction of lien which the owner or lien
11 claimant may file in the office of the county clerk where
12 the lien was filed which shall show that the lien has been
13 satisfied.

14

15 (f) A lien claimant whose lien has been satisfied by
16 the substitution of the security pursuant to subsection (e)
17 of this section may bring an action upon the security. The
18 action shall be commenced in the court in which the
19 security was deposited under subsection (d) of this
20 section. The prevailing party in the action shall be
21 entitled to recover all costs and attorneys' fees incurred
22 before and after the action was commenced that are
23 reasonably related to the lien.

24

1

ARTICLE 6

2

FALSE OR FRIVOLOUS LIENS

3

4 **29-1-601. False or frivolous liens; damages;**
5 **penalties.**

6

7 (a) Any claim of lien against a federal, state or
8 local official or employee based on the performance or
9 nonperformance of that official's or employee's duties
10 shall be invalid unless accompanied by a specific order
11 from a court of competent jurisdiction authorizing the
12 filing of the lien or unless a specific statute authorizes
13 the filing of the lien.

14

15 (b) Any person whose real or personal property is
16 subject to a recorded claim of lien who believes the claim
17 of lien is invalid under subsection (a) of this section,
18 was forged, or that the lien claimant knew at the time of
19 filing that the lien was groundless, contained an
20 intentional material misstatement or false claim, may
21 petition the court having jurisdiction over the lien of the
22 county in which the claim of lien has been recorded for the
23 relief provided in this subsection. The petition shall
24 state the grounds upon which relief is requested, and shall

1 be supported by the affidavit of the petitioner or his
2 attorney setting forth a concise statement of the facts
3 upon which the motion is based. The clerk of court shall
4 assign a case number to the petition and obtain from the
5 petitioner a filing fee of thirty-five dollars (\$35.00).
6 Upon the filing of the petition the following shall apply:

7

8 (i) The court may enter its order, which may be
9 granted ex parte, directing the lien claimant to appear
10 before the court at a time no earlier than six (6) nor
11 later than fifteen (15) days following the date of service
12 of the petition, and order the lien claimant to show cause,
13 if any, why the relief provided in this subsection should
14 not be granted;

15

16 (ii) The order shall clearly state that if the
17 lien claimant fails to appear at the time and place noted,
18 the claim of lien shall be stricken and released, and that
19 the lien claimant shall be ordered to pay damages of at
20 least one thousand dollars (\$1,000.00) or actual damages,
21 whichever is greater, and the costs incurred by the
22 petitioner, including reasonable attorneys' fees;

23

1 (iii) The order and petition shall be served
2 upon the lien claimant by personal service, or, where the
3 court determines that service by mail or other comparable
4 method of delivery is likely to give actual notice, the
5 court may order that service be made by mailing or
6 delivering copies of the petition and order to the lien
7 claimant at his last known address or any other address
8 determined by the court to be appropriate. Two (2) copies
9 shall be sent, one (1) by ordinary first class mail and the
10 other by a form of mail or other delivery method requiring
11 a signed receipt showing when and to whom it was delivered.
12 The envelopes shall bear the return address of the sender;

13

14 (iv) If, following a hearing on the matter the
15 court determines that the claim of lien is invalid under
16 subsection (a) of this section, was forged or that the lien
17 claimant knew at the time of filing that the lien was
18 groundless or contained an intentional material
19 misstatement or false claim, the court shall issue an order
20 striking and releasing the claim of lien and awarding
21 damages of one thousand dollars (\$1,000.00) or actual
22 damages, whichever is greater, costs and reasonable
23 attorneys' fees to the petitioner to be paid by the lien
24 claimant;

1

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

6

7 (c) Any person who offers to have recorded or filed a
8 forged or groundless lien in violation of this section with
9 the intent to threaten, harass or intimidate a public
10 official or employee in the performance or nonperformance
11 of his official duties is guilty of a misdemeanor
12 punishable by a fine of not more than seven hundred fifty
13 dollars (\$750.00), imprisonment for not more than six (6)
14 months, or both.

15

16

CHAPTER 9

17

MISCELLANEOUS LIENS

18

19 **29-9-101. Lien of state on realty of debtor.**

20

21 The amount of every account audited, adjusted and found due
22 to the state including penalties and interest is a lien
23 upon the real property of the person charged with the debt.

1 The lien shall be in effect from the time suit commences
2 for the recovery of the debt.

3

4 **29-9-102. Lien of attorneys on papers and monies of**
5 **clients.**

6

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

11

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

14

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

17

18 (b) Notice as required by subsection (a) of this
19 section to be given to any person against whom the lien is
20 asserted shall be given by certified mail, return receipt
21 requested.

22

23 **29-9-103. Other lien statutes not affected by this**
24 **act.**

1

2 Unless other statutes relating to liens specifically
3 provide that the procedures specified in chapter 1, 2, 9 or
4 10 of this act apply, this act is supplemental to and does
5 not supersede any other lien statutes contained in chapters
6 3 through 8 of this act nor other lien statutes nor other
7 statutes relating in any way to liens currently existing
8 related to other types of property or other subject
9 matters.

10

11

CHAPTER 10

12

FORMS

13

14 **29-10-101. Preliminary notice of right to lien; lien**
15 **waiver form.**

16

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

21

22 Note to Lien Claimant: This form, if filled out correctly
23 and sent within the time periods specified in W.S.
24 29-1-312, constitutes prima facie evidence that the lien

1 statutes have been complied with. If you have any questions
 2 regarding how to fill out this form or whether it has been
 3 filled out properly, you should consult an attorney.

4

5

NOTICE TO OWNER

6

7 The undersigned party is providing work or materials to the
 8 property described below. Failure of payment due and owing
 9 to a contractor, subcontractor or materialman for work
 10 performed or materials provided to the project located on
 11 the property can result in the filing of a lien against the
 12 property. To avoid this result, when paying for labor and
 13 materials you may ask the contractor, subcontractor or
 14 materialman for "lien waivers" from all persons supplying
 15 materials or services. Failure to secure lien waivers may
 16 result in your paying for labor and materials twice. A form
 17 of lien waiver is attached to this notice.

18

19 Name, address and telephone number of contractor,
 20 subcontractor or materialman, and contact person:

21

22

23

24

1

2 MATERIALS PROVIDED OR WORK PERFORMED:

3

4 _____

5 _____

6 _____

7

8 PROPERTY DESCRIPTION:

9

10 ADDRESS:

11

12 _____

13 _____

14 _____

15

16 LEGAL DESCRIPTION:

17

18 _____

19 _____

20 _____

21

22 SIGNED: _____

23 DATE: _____

24

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

3

4 Note to lien claimant: Signing this form has legal
5 implications. If you have any questions regarding how to
6 complete this form or whether it has been properly
7 completed, you should consult an attorney.

8

9

LIEN WAIVER

10

11 TO: _____ PROJECT: _____

12

13 FROM: _____

14

15 DATE: _____

16

17 PAYMENT: \$ _____

18

19 In consideration of the PAYMENT received to date, the
20 undersigned does hereby waive, release, and relinquish any
21 and all claim and/or right of lien against the project and
22 the real property improvements thereto for labor and/or
23 materials furnished for use in construction of the project;
24 provided however, the undersigned reserves all claims

1 and/or rights of lien as to monies withheld as retainage in
 2 the amount of \$_____, and any labor and/or
 3 materials hereafter furnished for which payment has not yet
 4 been made. The undersigned has not been paid the sum of
 5 \$_____ for work performed and/or materials
 6 provided under contract on this project and retains the
 7 right to file a lien against the property and pursue any
 8 and all actions to recover the full amount due, including
 9 any and all equitable claims. The undersigned acknowledges
 10 receipt of payment for work performed or materials provided
 11 and acknowledges that this waiver may be relied upon by the
 12 owner even if the undersigned accepts payment in
 13 uncertified funds and such payment is subsequently
 14 dishonored or revoked, in which case this lien waiver shall
 15 remain in full force and effect. The foregoing waiver
 16 shall not apply, however, if payment tendered by the owner
 17 is dishonored or revoked.

18

19 By:_____

20 subcontractor/materialman/employee

21

22 Title:_____

23

24 Date:_____

1

2 STATE OF _____)

3)ss.

4 COUNTY OF _____)

5

6 This instrument was acknowledged before me on this
7 ____ day of _____, 20____, by _____
8 (name of person) as lien claimant or _____
9 (title, position or type of authority granted by lien
10 claimant) of _____ (lien claimant).

11 IN WITNESS THEREOF, I have hereunto set my hand and
12 affixed my official seal on the day and year last above
13 written.

14

15 _____

16 Notarial officer

17

18 My Commission Expires:

19

20 Seal:

21

22 **29-10-102. Form for notice of intention to file lien.**

23

1 (a) Notice of intention to file a lien shall be sent
 2 to the record owner of the property against which the lien
 3 may be filed, sent to the lien claimant and shall be
 4 completed in substantially the following form:

5

6 Note to lien claimant: This form, if filled out correctly
 7 and sent within the time periods specified in W.S. 29-1-313
 8 constitutes prima facie evidence of compliance with the
 9 lien statutes. If you have any questions regarding how to
 10 fill out this form or whether it has been filled out
 11 properly, you should consult an attorney.

12

13 CERTIFIED MAIL, RETURN RECEIPT REQUESTED

14

15 To: _____

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

18

19 Date: _____, 20__

20

21 Re: Notice of Intention to File Lien

22

1 You are hereby notified pursuant to W.S. 29-1-313 that
 2 _____ (hereinafter the "lien claimant")
 3 intends to file a lien against your property.

4
 5 The amount of the lien claim is \$_____. This
 6 amount is due from _____ (person/entity
 7 whose actions have caused a lien to be filed) pursuant to a
 8 contract with the lien claimant under which the lien
 9 claimant performed work or supplied materials for the work.

10

11 If we are unable to resolve this matter amicably within
 12 thirty (30) days from the date of this notice, the lien
 13 claimant intends to file the lien statement asserting a
 14 lien against your property.

15

16 cc: _____
 17 _____
 18 _____

19

20 **29-10-103. Form of notice of filing lien.**

21

22 (a) Notice of filing a lien shall be sent to the
 23 record owner of the property against which the lien shall

1 be filed and shall be completed in substantially the
2 following form:

3

4 Note to lien claimant: This form, if filled out correctly
5 and sent within the time periods specified in W.S. 29-1-313
6 constitutes prima facie evidence of compliance with the
7 lien statutes. If you have any questions regarding how to
8 fill out this form or whether it has been filled out
9 properly, you should consult an attorney.

10

11 CERTIFIED MAIL, RETURN RECEIPT REQUESTED

12

13 To: _____

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

16

17 Date: _____, 20__

18

19 Re: Notice of Filing Lien

20

21 This letter shall serve as notice to you pursuant to W.S.
22 29-1-314 that _____ (hereinafter the "lien
23 claimant") has filed a lien against your property.

24

1 cc: _____

2 _____

3 _____

4

5 **29-10-104. Form for lien statement.**

6

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

11

12 Note to lien claimant: This form, if filled out correctly
13 and filed with the county clerk's office within the time
14 periods specified in W.S. 29-1-315 constitutes prima facie
15 evidence of compliance with the lien statutes. If you have
16 any questions regarding how to fill out this form or
17 whether it has been filled out properly, you should consult
18 an attorney.

19

20 STATE OF _____)

21) ss.

22 COUNTY OF _____)

23

24 LIEN STATEMENT

1

2 Pursuant to the provisions of W.S. 29-1-314 relating to
3 lien statements, the undersigned hereby files this lien
4 statement and swears as follows:

5

6 1. Name and address of lien claimant:

7

8

9

10

11

12

13

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

18

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

21

22

23

24

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

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24

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:

1 _____
2
3 _____
4 _____
5 _____
6 _____
7 _____
8
9 _____
10 _____
11 _____
12 _____
13 _____
14
15 _____
16 _____
17 _____
18 _____
19 _____

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

24

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

4

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

10

11

12

13

14

15

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

18

19

20

21

22

23

24

1 DATED this _____ day of _____, 20__.

2

3 Name of lien claimant: _____

4

5 By: _____

6

7 Signature: _____

8

9 Title: _____

10

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

16

17 (Alternative 1:)

18

19 STATE OF _____)

20) ss.

21 COUNTY OF _____)

22

23 On this _____ day of _____, 20__, subscribed and
24 sworn to before me personally appeared

1 _____ (name of signatory), to me
 2 personally known, who has read the foregoing Lien Statement
 3 and knows the contents thereof and the facts are true to
 4 the best of his/her knowledge, and being by me duly sworn,
 5 did state that he/she is the _____
 6 (title, position or type of authority granted by lien
 7 claimant) of _____ (lien claimant)
 8 and that this lien statement was signed and sealed on
 9 behalf of the lien claimant by authority granted to the
 10 signatory by the lien claimant.

11

12 Witness my hand and official seal.

13

14 _____

15 Notarial officer

16

17 My Commission Expires:

18

19 Seal:

20

21 (Alternative 2:)

22

23 STATE OF _____)

24) ss.

1 COUNTY OF _____)

2

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

11

12 Witness my hand and official seal.

13

14 _____

15 Notarial officer

16

17 My Commission Expires:

18

19 Seal:

20

21 **29-10-105. Form for notice of substantial completion.**

22

23 (a) The form for notice of substantial completion of
24 a project may be filed with the county clerk in the county

1 where the project is located in accordance with W.S.
 2 29-1-315(c). After the notice has been duly recorded, the
 3 record owner shall send a copy of the notice to all
 4 contractors, subcontractors, materialmen and workers who
 5 provided the record owner with preliminary notice pursuant
 6 to W.S. 29-1-312 within five (5) days after recording the
 7 notice under this section. The form shall be completed in
 8 substantially the following form:

9

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

18

19 STATE OF _____)
 20) ss.
 21 COUNTY OF _____)

22

23 NOTICE OF SUBSTANTIAL COMPLETION OF PROJECT

24

1 Pursuant to the provisions of W.S. 29-1-315(c), the
 2 undersigned hereby files its notice of substantial
 3 completion of the project, filed with the Clerk of
 4 _____ County on the _____ day of
 5 _____, 20____, commencing at Page _____ of Book
 6 _____.

7

8 Dated this _____ day of _____, 20____.

9

10 Name of record owner: _____

11

12 By: _____

13

14 Signature: _____

15

16 Title: _____

17

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

23

24 (Alternative 1:)

1

2 STATE OF _____)

3) ss.

4 COUNTY OF _____)

5

6 On this _____ day of _____, 20____, subscribed and

7 sworn to before me personally appeared

8 _____ (name of signatory), to me

9 personally known, who has read the foregoing Notice of

10 Substantial Completion of Project and knows the contents

11 thereof and the facts are true to the best of his/her

12 knowledge, and being by me duly sworn, did state that

13 he/she is the _____ (title,

14 position or type of authority granted by record owner) of

15 _____ (record owner) and that this

16 Notice of Substantial Completion of Project was signed and

17 sealed on behalf of the record owner by authority granted

18 to the signatory by the record owner.

19

20 Witness my hand and official seal.

21

22 _____

23 Notarial officer

24

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 Substantial Completion of Project and knows the contents

16 thereof and the facts are true to the best of his/her

17 knowledge, and being by me duly sworn, did state that the

18 Notice of Substantial Completion of Project to be the free

19 act and deed of the record owner.

20

21 Witness my hand and official seal.

22

23 _____

24 Notarial officer

1

2 My Commission Expires:

3

4 Seal:

5

6 **29-10-106. Form for notice of satisfaction of lien.**

7

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

13

14 Note to lien claimant: This form, if filled out correctly
15 and filed with the county clerk's office within the time
16 periods specified in W.S. 29-1-317 constitutes prima facie
17 evidence of compliance with the lien statutes. If you have
18 any questions regarding how to fill out this form or
19 whether it has been filled out properly, you should consult
20 an attorney.

21

22 STATE OF _____)

23) ss.

24 COUNTY OF _____)

1

2

NOTICE OF SATISFACTION OF LIEN

3

4

Pursuant to the provisions of W.S. 29-1-316, the

5

undersigned hereby files its notice of satisfaction of lien

6

statement and hereby releases its lien(s), filed with the

7

Clerk of _____ County on the _____ day of

8

_____, 20___, commencing at Page _____ of Book

9

_____.

10

11

Dated this _____ day of _____, 20___.

12

13

Name of lien claimant: _____

14

15

By: _____

16

17

Signature: _____

18

19

Title: _____

20

21

Note to Notarial Officer: If the lien claimant is a legal

22

entity formed under Title 17 of the Wyoming Statutes or

23

other applicable law, use the first jurat. If the lien

1 claimant is an individual or sole proprietor, use the
2 second jurat.

3

4 (Alternative 1:)

5

6 STATE OF _____)

7) ss.

8 COUNTY OF _____)

9

10 On this _____ day of _____, 20____, subscribed and

11 sworn to before me personally appeared

12 _____ (name of signatory), to me

13 personally known, who has read the foregoing Notice of

14 Satisfaction of Lien and knows the contents thereof and the

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

16 by me duly sworn, did state that he/she is the

17 _____ (title, position or type of

18 authority granted by lien claimant) of

19 _____ (lien claimant) and that

20 this Notice of Satisfaction of Lien was signed and sealed

21 on behalf of the lien claimant by authority granted to the

22 signatory by the lien claimant.

23

24 Witness my hand and official seal.

1

2 _____

3 Notarial officer

4

5 My Commission Expires:

6

7 Seal:

8

9 (Alternative 2:)

10

11 STATE OF _____)

12) ss.

13 COUNTY OF _____)

14

15 On this _____ day of _____, 20____, subscribed and

16 sworn to before me personally appeared

17 _____ (name of signatory), to me

18 personally known, who has read the foregoing Notice of

19 Satisfaction of Lien and knows the contents thereof and the

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

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

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

23

24 Witness my hand and official seal.

1

2

3

Notarial officer

4

5

My Commission Expires:

6

7

Seal:

8

9

Section 2. W.S. 5-9-128(a)(vi)(C),

10

29-1-201(a)(intro), (iv), (v)(intro), by creating new

11

paragraphs (viii) through (xiii), (b)(intro) and (i),

12

29-2-101(a), (c) and by creating new subsections (e) and

13

(f), 29-2-103, 29-2-105(a)(intro), 29-2-106(c), 29-2-108,

14

29-4-102, 29-5-103(b)(intro), 29-7-103(a), 29-8-102(a),

15

41-5-111(d) and 42-4-202(b)(intro) are amended to read:

16

17

5-9-128. Civil jurisdiction.

18

19

(a) Each circuit court has exclusive original civil

20

jurisdiction within the boundaries of the state for:

21

22

(vi) Actions to foreclose and enforce the

23

following statutory liens only, when the amount claimed on

1 the lien does not exceed seven thousand dollars (\$7,000.00)
2 exclusive of court costs:

3

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

7

8 **29-1-201. Definitions; agency relationships presumed.**

9

10 (a) Except as otherwise provided, as used in this
11 ~~title-act~~act:

12

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

17

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

19

20 (viii) "Materialman" means a person other than a
21 contractor who furnishes material to, but does not perform
22 work for, a contractor under contract;

23

1 (ix) "Property" means real property, personal
2 property, or both;

3
4 (x) "Real property" means all interests in real
5 property, including but not limited to, the fee estate,
6 leasehold interests, easements and rights of way;

7
8 (xi) "Send" or "sent" means, in connection with
9 any writing or written notice, to deposit in the mail or
10 deliver for transmission by any other usual means of
11 communication with postage or cost of transmission provided
12 for and properly addressed and, in the case of an
13 instrument to an address specified thereon or otherwise
14 agreed, or if no address is specified, to any address
15 reasonable under the circumstances. The foregoing method
16 of delivery includes delivery by any commercial carrier
17 that requests and maintains a receipt for delivery of
18 written documents and also includes an electronic record as
19 set forth in the Uniform Electronic Transactions Act if the
20 sender and recipient have previously communicated by
21 electronic means. In the event any writing is transmitted
22 by mail with the United States postal service, such writing
23 shall be mailed by certified mail, return receipt
24 requested, or by mail delivery requiring a receipt for

1 delivery. The time such writing is deemed to have been
2 sent is the time at which the writing is deposited in the
3 mail or delivered for transmission by any other means and,
4 in the case of an electronic record, the time of sending is
5 as specified in W.S. 40-21-115;

6
7 (xii) "Written" or "writing" means printing,
8 typewriting or any other intentional reduction to tangible
9 form, including an electronic record created, generated,
10 sent, communicated, received or restored by electronic
11 means;

12
13 (xiii) "This act" means W.S. 29-1-103 through
14 29-10-106.

15
16 (b) Only the following agency relationships are
17 presumed in this ~~title-act~~:

18
19 (i) If any spouse enters into a contract for the
20 performance of any work or the furnishing of any materials
21 for the benefit of the property of the other spouse for
22 which a lien is provided by this ~~title-act~~, the spouse
23 contracting for the work shall be presumed to be the agent
24 of the spouse owning the property;

1

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

4

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

14

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

20

21 (e) A lien claimant who has not received authority to
22 transact business in Wyoming and licenses from all
23 applicable licensing authorities of the state of Wyoming
24 and Wyoming counties, cities and towns at the time of

1 performing work on or providing materials to a project is
2 barred from asserting a lien against such project. Any
3 lien claimant that held such authority or license in good
4 standing at the time work was first performed or materials
5 first provided by the lien claimant may reinstate such
6 authority or license if either should become delinquent,
7 lapse or terminate thereafter, and reinstatement shall
8 preserve the right to assert a lien. Reinstatement of the
9 authority or license under this subsection shall not be
10 required if the lien claimant no longer is engaged in the
11 same business of performing work or providing materials and
12 is asserting a lien as a result of work performed or
13 materials provided while the lien claimant had the
14 necessary authority or license to perform the work.

15

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

22

23 **29-2-103. Right of judicial sale and removal of**
24 **improvements.**

1

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

13

14 **29-2-105. Lien for improvements placed by tenant**
15 **authorized by landlord.**

16

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

1

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

5

6 (c) Any party to a contract for which a lien may be
7 filed may agree to an extension of the time within which
8 the lien may be filed. The time agreed upon may not exceed
9 twice the time within which the lien would have to be filed
10 in accordance with subsection (a) of this section. The
11 agreement shall be acknowledged before a notarial officer,
12 and signed by the owner, the contractor and any other
13 parties to the contract before it is valid. The agreement
14 shall be filed with and recorded by the county clerk in the
15 manner provided by W.S. ~~29-1-301~~29-1-314 for a lien
16 statement. The lien rights of persons not signing the
17 agreement are not affected by it.

18

19 **29-2-108. Duty of contractor to defend action;**
20 **liability of contractor to owner.**

21

22 The contractor shall, at his own expense, defend any action
23 brought by his employee, subcontractors hired by the
24 contractor, their employees or by any suppliers of

1 materials provided under contract in accordance with this
2 chapter. ~~at his own expense.~~ During the pendency of the
3 action the owner or his agent may withhold from the
4 contractor the amount of money for which a lien is filed.
5 If judgment is rendered against the owner or his property
6 on the lien foreclosure, he may deduct from any amount due
7 to the contractor the amount of the judgment and costs. If
8 the owner has paid the contractor in full he may recover
9 from the contractor any amount paid by the owner for which
10 the contractor was originally liable.

11

12 **29-4-102. Filing of lien statement; enforcement.**

13

14 Any person entitled may file a lien statement as provided
15 by W.S. ~~29-1-101~~ 29-1-103 through ~~29-1-308~~ 29-1-317 and
16 29-2-101 through 29-2-109 and may enforce his lien in the
17 same manner.

18

19 **29-5-103. Lien statement to be filed; contents;**
20 **mistake in description not fatal; notice to purchaser or**
21 **owner.**

22

23 (b) In addition to the requirements of W.S.
24 ~~29-1-301(a)~~ 29-1-314(a) this statement shall contain:

1

2 **29-7-103. Lien statement; additional contents; county**
3 **clerk to note lien on certificate of title.**

4

5 (a) A lien statement under W.S. 29-7-101 through
6 29-7-106 shall provide in addition to the requirements of
7 W.S. ~~29-1-301(b)~~ 29-1-314(b) whether the lien claimant was
8 in possession of the property at the time the lien
9 statement was filed or the owner consented to the filing of
10 the lien. Notwithstanding W.S. ~~29-1-301(a)~~ 29-1-314(a), a
11 feeder's lien created pursuant to W.S. 29-7-101(a)(ii)
12 shall be filed in the office of the secretary of state
13 together with any applicable filing fees.

14

15 **29-8-102. Producer's liens.**

16

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

19

20 **41-5-111. Irrigation facility modification and**
21 **maintenance.**

22

23 (d) In order to have a perfected lien, a lien
24 claimant shall file with the county clerk a lien statement

1 that conforms to the requirements of W.S. ~~29-1-301~~
2 29-1-314, and shall notify the last known record owner as
3 provided in W.S. ~~29-1-301~~29-1-314. The county clerk shall
4 file and index the statement as provided in W.S. ~~29-1-301~~
5 29-1-314. When so perfected, the lien may be enforced in
6 the same manner as provided in W.S. 29-4-101 and 29-4-102
7 and is subject to the limitation in W.S. 29-2-109.

8

9 **42-4-202. Third party liability; authority;**
10 **enforcement; notice; costs.**

11

12 (b) The department may perfect and enforce its lien
13 by following the procedures set forth in W.S. ~~29-1-301 and~~
14 ~~29-1-302~~29-1-314 and 29-1-316, and its verified lien
15 statement shall be filed with the appropriate clerk in the
16 county of financial responsibility. The verified lien
17 statement shall contain the following:

18

19 **Section 3.** W.S. 29-1-101 and 29-1-102, 29-1-301
20 through 29-1-311, 29-2-106(a) and (b), 29-2-110 and
21 29-2-111 are repealed.

22

23 **Section 4.** The provisions of this act shall apply to
24 all projects commenced on or after July 1, 2010. Any

1 projects commenced prior to July 1, 2010, shall be governed
2 by the lien procedures in title 29 that existed prior to
3 July 1, 2010.

4

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

6

7

(END)