

TITLE 29 - Liens

CHAPTER 1 - GENERAL PROVISIONS

ARTICLE 1 - GENERAL PROVISIONS

**29-1-101. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-102. Repealed by Laws 2010, Ch. 92, § 3.**

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

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

**29-1-104. Other lien statutes and legal processes not affected by this act.**

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

(b) Nothing in this act shall affect or abridge:

(i) A right of setoff;

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

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

ARTICLE 2 - CONSTRUCTION

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

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

(i) "Contractor" means:

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

(I) An architect;

(II) A professional engineer; and

(III) A surveyor.

(ii) "Furnish" includes selling or renting;

(iii) "Improve or improvement" means:

(A) Demolition, erection, alteration or repair of any property for its permanent benefit;

(B) Any work performed or material furnished for the permanent change of any real property; and

(C) Materials manufactured pursuant to contract.

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

(v) "Owner" means:

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

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

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

(vi) "Subcontractor" means a person, other than a contractor performing work for a contractor or subcontractor under contract;

(vii) "Work" shall be as requested, authorized or ratified under contract.

(viii) "Material" means:

(A) Component parts incorporated into the project;

(B) Equipment and machinery, whether or not incorporated into the project; and

(C) Fuel and lubricants consumed in a project.

(ix) "Materialman" means a person other than a contractor who furnishes material to, but does not perform work for, an owner, a contractor or subcontractor under contract;

(x) "Property" means real property, personal property, or both;

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

(xii) "Send" or "sent" means, in connection with any writing or written notice, to deposit in the mail or deliver for transmission by any other usual means of communication with postage or cost of transmission provided for and properly addressed and, in the case of an instrument to an address specified thereon or otherwise agreed, or if no address is specified, to any address reasonable under the circumstances. The foregoing method of delivery includes delivery by any commercial carrier that requests and maintains a receipt for delivery of written documents and also includes an electronic record as set forth in the Uniform Electronic Transactions Act if the sender and recipient have previously communicated by electronic means. In the event any writing is transmitted by mail with the United States postal service, such writing shall be mailed by first class mail, by certified mail, return receipt requested, or by mail delivery requiring a receipt for delivery. The time a writing is deemed to have been sent is the time at which the writing is deposited in the mail or delivered for transmission by any other means and, in the case of an electronic record, the time of sending is as specified in W.S. 40-21-115;

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

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

(b) Only the following agency relationships are presumed in this act:

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

(ii) Between joint tenants;

(iii) Among tenants in common; and

(iv) An employee is an agent of his employer.

#### ARTICLE 3 - PRACTICE AND PROCEDURE

**29-1-301. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-302. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-303. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-304. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-305. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-306. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-307. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-308. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-309. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-310. Repealed by Laws 2010, Ch. 92, § 3.**

**29-1-311. Repealed by Laws 2010, Ch. 92, § 3.**

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

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

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

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

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

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

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

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

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

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

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

(c) Notice shall be sent by the lien claimant to the last record owner or his agent in the case of a real property lien within thirty (30) days after the lien statement is filed. The notice shall be in substantially the same format and contain the

same information as the form of notice specified in W.S. 29-10-103. The notice forms shall be made available and may be obtained at the county clerk's office of each county. Failure to send the notice required under this subsection shall not affect the validity of the lien.

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

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

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

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

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

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

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

In addition to any actual damages, any lien claimant refusing or neglecting to file the notice of satisfaction as provided in

W.S. 29-1-313 within thirty (30) days after payment, and after having received by certified or registered mail a request in writing to file the notice of satisfaction, is liable for damages of not less than one-tenth of one percent (.10%) of the original principal amount of the debt per day from the date the lien claimant receives the written request to file a notice of satisfaction, until the lien claimant files a notice of satisfaction. The damages authorized by this section shall not exceed one hundred dollars (\$100.00) per day.

#### ARTICLE 4 - ACTIONS TO FORECLOSE LIENS

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

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

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

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

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

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

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

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

property, including a leasehold interest, against which the lien is claimed.

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

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

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

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

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

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

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

The remedies provided by this act are not exclusive.

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

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

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



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

#### ARTICLE 5 - SUBSTITUTE SECURITY FOR LIENS

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

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

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

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

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

(e) Upon depositing the security and entry of an order of the court accepting the security, the lien against the property shall be forthwith discharged and released in full, and the security deposited pursuant to this section shall be substituted. The clerk of court shall issue a notice of satisfaction of lien which the owner or lien claimant may file

in the office of the county clerk where the lien was filed which shall show that the lien has been satisfied.

(f) A lien claimant whose lien has been satisfied by the substitution of the security pursuant to subsection (e) of this section may bring an action upon the security. The action shall be commenced in the court in which the security was deposited under subsection (d) of this section.

#### ARTICLE 6 - FALSE OR FRIVOLOUS LIENS

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

(a) Any claim of lien against a federal, state or local official or employee based on the performance or nonperformance of that official's or employee's duties shall be invalid unless accompanied by a specific order from a court of competent jurisdiction authorizing the filing of the lien or unless a specific statute authorizes the filing of the lien. A federal, state or local official or employee may discharge a lien under subsection (b) or (d) of this section.

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

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

(ii) The order shall clearly state that if the lien claimant fails to appear at the time and place noted, the claim

of lien shall be stricken and released, and that the lien claimant shall be ordered to pay damages of at least one thousand dollars (\$1,000.00) or actual damages, whichever is greater, and the costs incurred by the petitioner, including reasonable attorneys' fees;

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

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

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

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

(d) Any federal, state or local official or employee whose real or personal property is subject to a recorded claim of lien who believes the claim of lien is invalid under subsection (a) of this section may record an affidavit as affiant with the county clerk stating that the claim of lien has been filed

against him in his individual capacity for the performance or nonperformance of actions in his capacity as a government official or employee. The person alleging the claim of lien was filed in violation of subsection (a) of this section shall provide notice of the filing of the affidavit to the lien claimant at the address provided on the lien statement pursuant to W.S. 29-1-312(b) by first class mail. Upon the filing of the affidavit, the lien claimant shall have twenty (20) days to file a petition in the district court for the county in which the lien statement was filed stating that the claim of lien is valid under the laws of the United States or of the state of Wyoming. If the lien claimant fails to file the petition within the time specified, the affiant may present a copy of the affidavit to the district court clerk for the county in which the lien statement was filed showing the date it was recorded and the district court clerk shall issue a certification that no petition has been filed in response to the affidavit. Upon recording of a certification issued under this subsection with the county clerk, the lien shall be null and void and of no further force or effect. Upon the filing of the petition by the lien claimant the following shall apply:

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

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

(iii) If, following a hearing on the matter the court determines that the claim of lien is invalid under subsection (a) of this section the court shall issue an order striking and releasing the claim of lien and awarding damages of one thousand dollars (\$1,000.00) or actual damages, whichever is greater, costs and reasonable attorneys' fees to the petitioner to be paid by the lien claimant;

(iv) If the court determines that the claim of lien is valid, the court shall issue an order so stating and shall

award costs and reasonable attorneys' fees to the lien claimant to be paid by the affiant.

## CHAPTER 2 - CONTRACTORS OR MATERIALMEN

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

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

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

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

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

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

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

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

### **29-2-102. Extent of perfected lien.**

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

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

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

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

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

(b) A lien claimant may:

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

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

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

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

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

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

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

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

(i) Of the earlier of:

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

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

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

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

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

materialman shall not be affected if the record owner fails to send the notice of substantial completion of the project.

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

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

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

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

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



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

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

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

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

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

**29-2-110. Repealed by Laws 2010, Ch. 92, § 3.**

**29-2-111. Repealed by Laws 2010, Ch. 92, § 3.**

**29-2-112. Preliminary notices.**

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

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

services or materials. Each subcontractor and materialman shall provide a copy of the written notice to the contractor for which the subcontractor or materialman is providing services or materials;

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

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

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

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

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

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

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

CHAPTER 3 - MINES, QUARRIES, OIL, GAS OR OTHER WELLS

ARTICLE 1 - IN GENERAL

**29-3-101. Definitions.**

(a) As used in this chapter:

(i) "Drilling" means open pit work, field processing, gasification, digging, shooting, torpedoing, perforating, fracturing, testing, logging, acidizing, cementing, completing or repairing;

(ii) "Material" means casing, tanks, pipelines, fuel, machinery, equipment, appliances, buildings, structures, tools, bits or supplies. "Material" does not include drilling rigs or hoists or their integral component parts except wire lines.

**29-3-102. Nonimpairment of lien attached to estate less than fee or to equitable or legal contingent interest.**

(a) If a lien as provided by this chapter attaches to an estate less than the fee, forfeiture of the estate shall not impair any lien which attaches prior to forfeiture as to material, appurtenances and fixtures previously located on the estate.

(b) If a lien provided in this chapter attaches to an equitable interest or to a legal interest contingent upon the happening of a condition subsequent, failure of the interest to ripen into legal title or failure of the condition subsequent shall not impair any lien as to material, appurtenances and fixtures located thereon to which the lien attached prior to the failure.

**29-3-103. Extent of liens; generally.**

(a) Every person who works upon or furnishes material, whether incorporated into the real property or not, under contract with the owner of any interest in real estate or with an agent, trustee or receiver of an owner has a lien to secure payment for:

(i) Constructing, altering, digging, drilling, driving, boring, operating, completing or repairing any wells, mines or quarries;

(ii) Altering, repairing or constructing any oil derrick, oil tank or any pipelines;

(iii) Transportation and related mileage charges plus interest from the date due;

(iv) Advertising, selling and preparing for sale;

(v) Sheriff's fees; and

(vi) Attorney's fees and other costs of collection.

(b) Notwithstanding subsection (a) of this section and W.S. 29-3-105(a)(iii) through (ix):

(i) If work is performed for or materials are furnished the owner of an estate less than a fee the lien granted by this chapter shall not extend to the underlying fee or royalty interest unless expressly provided by contract with the owner of the underlying fee or royalty interest;

(ii) If work is performed for or materials furnished to the owner, part owner or lessee of the working interest in only a portion of the acreage covered by a lease, the lien granted by this chapter shall be restricted to that portion of the acreage; and

(iii) If work is performed for, or materials furnished to the owners or an agent, trustee of [or] receiver of the owners of lands, leases or interests therein validly pooled or unitized by agreement of the owners thereof or by operation of law, the lien granted by this chapter shall extend to the lands, leases or interests so pooled or unitized.

**29-3-104. Extent of liens; persons furnishing material or work under contract.**

Any person, who furnishes or rents any materials or provides any work under contract with any contractor or subcontractor shall have a lien on all the property on which the lien of the contractor may attach to the same extent as the contractor's lien to secure payment.

**29-3-105. Extent of liens; on oil, or proceeds thereof; notice to purchaser required; effect of notice; purchaser to withhold payments.**

(a) The lien provided by this chapter covers:

(i) All the production of oil, gas and ore and minerals in solid form attributable to the interest subject to the lien;

(ii) The proceeds of production attaching to the working interest as the working interest existed on the date labor was first performed or materials were first furnished;

(iii) Any well;

- (iv) Oil derricks;
- (v) Oil tanks;
- (vi) Any pipelines including rights-of-way;
- (vii) Any mine or quarry;
- (viii) All materials furnished for use with work done; and

(ix) The whole of the land or leasehold (or, in the case of validly pooled or unitized lands, leases or interests, the lands, leases or interests so pooled or unitized) and including all other wells, buildings, property and appurtenances, including water rights, located on the land or leasehold (or pooled or unitized lands, leases or interests) where work was performed or materials furnished.

(b) Any lien claimed pursuant to this chapter covering oil, gas or ore and minerals in solid form or the proceeds of their sale is not effective against any purchaser of the oil, gas or ore and minerals in solid form until written notice of the claim is delivered by certified mail, return receipt requested, to the purchaser at his principal place of business. Notice shall state:

- (i) The name of the claimant;
- (ii) His address;
- (iii) The amount of the lien; and
- (iv) The description of the interest on which the lien is claimed.

(c) The production of any mineral interest or working interest otherwise subject to a lien under this chapter is not to be encumbered until notice of the lien is delivered as provided in subsection (b) of this section to the holder of the interest. At the time notice is given any proceeds remaining unpaid or any proceeds yet to be paid on future sales of the mineral production shall be encumbered by the lien.

(d) A purchaser shall withhold payments for oil or gas runs or ore and minerals in solid form to the extent of the lien amount claimed until delivery of written notice the claim is

settled or until otherwise ordered by a court of competent jurisdiction.

**29-3-106. Lien statement to be filed; \$750 minimum; place and time of filing.**

(a) To perfect the lien provided by this chapter, a lien statement shall be filed with the county clerk and notice by certified mail shall be given by the lien claimant.

(b) The lien statement may be filed and the lien shall attach and be enforced if any sum exceeding seven hundred fifty dollars (\$750.00) for materials furnished or work performed according to this chapter is owing. The lien claimant may file a lien statement in the office of the county clerk in any county where any part of the land, leasehold, mine, quarry, pipeline or other property to which a lien may attach under this chapter is situated within one hundred eighty (180) days:

(i) After the last day materials were delivered or work was performed under contract;

(ii) From the date the work was substantially completed as determined by the facts in each case; or

(iii) With respect to an employee or subcontractor, after the last day he performed work at the direction of his employer or contractor.

**29-3-107. Property not to be sold or removed after perfected lien attaches without lienholder's consent; lienholder's rights upon violation.**

(a) Property subject to a perfected lien shall not be sold or removed from the premises where it is located without the written consent of the holder of the lien and as may be appropriate by:

(i) The owner of the land;

(ii) The owner of any associated oil, gas or mineral leasehold interest;

(iii) The owner of any oil, gas or water pipeline;

(iv) Any contractor or subcontractor;

(v) The purchaser, trustee, receiver or agent of any owner;

(vi) Any lessor or lessee; or

(vii) Any agent of any contractor, subcontractor or purchaser.

(b) If a violation of this section occurs, the lienholder is entitled to possession of the property against which a perfected lien has attached wherever located and is entitled to have the property sold for payment of the debt whether the debt is due or not.

**29-3-108. Fraudulent violation of section 29-3-107; penalty.**

If any person removes any property covered by the lien created by this chapter from its location when the lien is filed and recorded without the written consent of the holder of the lien and with intent to defraud the lienholder, either originally or by transfer, the person removing or causing the property to be removed is guilty of a misdemeanor. On conviction he shall be punished by a fine of not more than seven hundred fifty dollars (\$750.00).

**29-3-109. Limitation of actions and duration of liens; procedure when property subject to lien removed to another county.**

(a) Every person holding a lien created by this chapter may proceed to obtain a judgment for the amount claimed by civil action commenced on the account within one hundred eighty (180) days after filing of the lien statement required by W.S. 29-3-106. The lien shall continue until the case is finally determined.

(b) If any person removes any property subject to a lien to a county other than the one in which the lien is filed, the lien claimant may within thirty (30) days thereafter file with the county clerk of the county to which it has been removed an itemized inventory of the property removed. The inventory shall show the amount due and unpaid on the lien. The inventory shall be recorded in the lien records of that county. The filing shall operate as a notice of the continuing existence of the lien. The lien shall attach and extend to the land or leasehold and other

premises, properties and appurtenances to which the property removed is attached.

**29-3-110. Limitation upon owner's liability and rights.**

Nothing in this chapter shall be construed to fix a greater liability against the owner of the land or leasehold (or pooled or unitized lands, leases or interests, as the case may be) than the price or sum stipulated by the owner to be paid for the materials or services furnished or labor performed. The owner shall not have the right to offset obligations of the contractor unless these obligations arise out of the original contract.

**29-3-111. Claim against contractor submitted to owner; reduction of subsequent payments to contractor by owner; duty of owner to notify contractor and of contractor to dispute or adjust claim.**

(a) Every person performing any work or furnishing any material, as specified in this chapter, under contract whose demand to be reimbursed for the work done or material furnished has not been paid shall serve the owner by certified mail return receipt requested, with an account signed before a notarial officer of the amount and value of the work performed or the material furnished remaining unpaid. Thereafter the owner or his agent shall retain out of any subsequent payments to the contractors the value of the work performed or material furnished for the person making the claim.

(b) When notice is served on the owner according to subsection (a) of this section he shall immediately furnish the contractor with a copy of the notice.

(c) Within ten (10) days of receipt of the notice required by this section the contractor shall give the owner affirmative written notice of:

(i) His intent to dispute the claim; or

(ii) His intent the claim should be settled as filed.

(d) If within ten (10) days after receiving notice the contractor takes no action he shall be presumed to have agreed to the validity of the claim. The owner is then authorized to withhold enough of all subsequent payments to be made to the contractor to pay all claims as they come due.



CHAPTER 4 - LABOR AND MATERIALS ON DITCHES, CANALS AND RESERVOIRS

**29-4-101. Persons entitled to lien; extent thereof.**

(a) Any person who performs any work or furnishes any materials for the construction or improvement of any ditch, canal or reservoir under contract with the owner or his contractor or subcontractor, on complying with W.S. 29-2-101 through 29-2-109, is entitled to a lien for work done or material furnished upon the ditch, canal or reservoir. The lien covers:

(i) The right-of-way for the ditch, canal or reservoir;

(ii) The pertinent water permits and water rights; and

(iii) The reclaimed lands for which the ditch, canal or reservoir was constructed.

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

Any person entitled may file a lien statement as provided by W.S. 29-1-103 through 29-1-314 and 29-2-101 through 29-2-113 and may enforce his lien in the same manner.

CHAPTER 5 - OWNERS AND OPERATORS OF HARVESTING MACHINES

**29-5-101. Definitions.**

(a) As used in this chapter:

(i) "Crops" means any agricultural products grown or processed in this state;

(ii) "Elevators" means facilities leasing space for storage of crops;

(iii) "Harvesting" means cubing, baling, threshing, combining, swathing, chopping, digging, picking or shelling crops.

**29-5-102. Persons entitled to lien; extent thereof.**

All persons owning or operating harvesting machines are entitled to a lien on the crops harvested by them for the work performed in harvesting the crops.

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

(a) Every person proceeding under this chapter shall file a lien statement sworn before a notarial officer setting forth the amount claimed to be due him with the county clerk of the county in which the crops were grown, within thirty (30) days after:

(i) The last work performed under contract in the harvesting of the crops; or

(ii) The work was substantially completed.

(b) In addition to the requirements of W.S. 29-1-312(a) this statement shall contain:

(i) A description of the legal subdivision of land where the crops are stored; and

(ii) If the crops are stored in an elevator, the location of the elevator.

(c) Any error or mistake in the statement describing the crops or the property on which they were raised shall not invalidate the lien.

(d) If the crops are being hauled from the machine direct to the elevator or to any purchaser any person desiring to claim a lien by proceeding under this chapter shall serve written notice on the purchaser or the owner of the crops that he may claim a lien on the crops for his work performed.

**29-5-104. Priority of lien.**

The lien for work performed as specified in W.S. 29-5-102 has precedence over any mortgage or encumbrance except those created by W.S. 29-8-102 relating to liens for the production of farm products under contracts executed, entered into, renewed or substantively amended after July 1, 2001.

**29-5-105. Limitation of actions; duration of lien.**

Actions for the foreclosure of the lien provided by this chapter shall be commenced within sixty (60) days from the filing of the lien statement. No lien continues to exist by virtue of this chapter for more than sixty (60) days after the lien is filed unless within that time a civil action is instituted to obtain a judgment. When any action commences within the sixty (60) days, the lien continues until the suit is finally determined and satisfied.

**29-5-106. Removal of encumbered property without lienholder's consent; penalty.**

If any person removes any property covered by the lien created by this chapter from the place where the property is located when the lien statement is filed without the written consent of the holder of the lien, either originally or by transfer, the person causing the property to be removed is guilty of a misdemeanor. On conviction he may be fined not more than seven hundred fifty dollars (\$750.00).

CHAPTER 6 - FEDERAL LIEN REGISTRATION

ARTICLE 1 - FEDERAL TAX LIEN REGISTRATION

**29-6-101. Repealed by Laws 1988, ch. 41, § 2.**

**29-6-102. Repealed by Laws 1988, ch. 41, § 2.**

**29-6-103. Repealed by Laws 1988, ch. 41, § 2.**

**29-6-104. Repealed by Laws 1988, ch. 41, § 2.**

**29-6-105. Repealed by Laws 1988, ch. 41, § 2.**

**29-6-106. Repealed by Laws 1988, ch. 41, § 2.**

**29-6-107. Repealed by Laws 1988, ch. 41, § 2.**

ARTICLE 2 - FEDERAL LIEN REGISTRATION

**29-6-201. Short title.**

This act shall be known and may be cited as the "Uniform Federal Lien Registration Act".

**29-6-202. Application and construction of provisions.**

This act shall be applied and construed to effectuate its general purpose to make uniform the laws of those states which enact it.

**29-6-203. Applicability.**

This act applies only to federal tax liens and to other federal liens, notices of which under any act of congress or any regulation adopted pursuant thereto are required or permitted to be filed in the same manner as notices of federal tax liens.

**29-6-204. Federal liens; place of filing.**

(a) Notices of liens, certificates and other notices affecting federal tax liens or other federal liens shall be filed in accordance with this act.

(b) Notices of liens upon real property for obligations payable to the United States and certificates and notices affecting the liens shall be filed in the office of the county clerk of the county in which the real property subject to the liens is situated.

(c) Notices of federal liens upon personal property, whether tangible or intangible, for obligations payable to the United States and certificates and notices affecting the liens shall be filed as follows:

(i) If the person against whose interest the lien applies is a corporation or a partnership whose principal executive office is in this state, as these entities are defined in the internal revenue laws of the United States, in the office of the secretary of state;

(ii) If the person against whose interest the lien applies is a trust that is not covered by paragraph (i) of this subsection, in the office of the secretary of state;

(iii) If the person against whose interest the lien applies is the estate of a decedent, in the office of the secretary of state;

(iv) In all other cases, in the office of the county clerk of the county where the person against whose interest the lien applies resides at the time of filing of the notice of lien.

**29-6-205. Certification of notices and certificates.**

Certification of notices of liens, certificates or other notices affecting federal liens by the secretary of the treasury of the United States or his delegate, or by any official or entity of the United States responsible for filing or certifying of notice of any other lien, entitles them to be filed and no other attestation, certification or acknowledgement is necessary.

**29-6-206. Duties of filing officer.**

(a) If a notice of federal lien, a refiling of a notice of federal lien or a notice of revocation of any certificate described in subsection (b) of this section is presented to a filing officer who is:

(i) The secretary of state, he shall cause the notice to be marked, held and indexed in accordance with the provisions of W.S. 34.1-9-519 of the Uniform Commercial Code as if the notice were a financing statement within the meaning of that code; or

(ii) Any other officer described in W.S. 29-6-204, he shall endorse thereon his identification and the date and time of receipt and immediately file it alphabetically or enter it in an alphabetical index showing the name and address of the person named in the notice, the date and time of receipt, the title and address of the official or entity certifying the lien and the total amount appearing on the notice of lien.

(b) If a certificate of release, nonattachment, discharge or subordination of any lien is presented to the secretary of state for filing he shall:

(i) Cause a certificate of release or nonattachment to be marked, held and indexed as if the certificate were a termination statement within the meaning of the Uniform Commercial Code and maintain a permanent record of the notice of the lien in the file or on microfilm or by other photographic means; and

(ii) Cause a certificate of discharge or subordination to be marked, held and indexed as if the certificate were a release of collateral within the meaning of the Uniform Commercial Code.

(c) If a refiled notice of federal lien referred to in subsection (a) of this section or any of the certificates or notices referred to in subsection (b) of this section is presented for filing to any other filing officer specified in W.S. 29-6-204, he shall permanently attach the refiled notice or the certificate to the original notice of lien and enter the refiled notice or the certificate with the date of filing in any alphabetical lien index on the line where the original notice of lien is entered.

(d) Upon request of any person, the filing officer shall issue his certificate showing whether there is on file, on the date and hour stated therein, any notice of lien or certificate or notice affecting any lien filed under this act or under W.S. 29-6-101 through 29-6-107 [repealed] as those sections existed prior to the enactment of this act, naming a particular person, and if a notice or certificate is on file, giving the date and hour of filing of each notice or certificate.

**29-6-207. Fees.**

Fees for filings, lien searches, certifications and copying under this act shall be the same as the fees prescribed for financing statements under W.S. 34.1-9-409.

**29-6-208. Prior filings of notices and certificates.**

Filing officers with whom notices of federal tax liens, certificates and notices affecting those liens have been filed on or before July 1, 1988, shall, after that date, continue to maintain in a file, on microfilm or by other photographic means, copies of all federal tax lien notices filed prior to July 1, 1988, notices and certificates filed in numerical order of receipt. If a notice of lien was filed on or before July 1, 1988, any certificate or notice affecting the lien shall be filed in the same office.

CHAPTER 7 - PERSONAL PROPERTY

ARTICLE 1 - IN GENERAL

**29-7-101. Persons entitled to lien; exception.**

(a) Any person is entitled to a lien on any goods, chattels or animals for his reasonable charges for work or services performed or feed provided when he:

(i) Makes, alters, repairs, bestows work upon, transports, stores or keeps the same; or

(ii) Feeds, herds, pastures or cares for any domestic or wild animal lawfully held in captivity. Any person creating a lien under this paragraph shall file the lien in the office of the secretary of state.

(b) W.S. 29-7-101 through 29-7-106 shall not apply where a lien is provided by W.S. 34.1-7-209 and 29-7-301. A person engaging in self-storage operations whereby members of the public rent space from the person to store goods and chattels and retain control over access to the goods and chattels is not a warehouseman under W.S. 34.1-7-102(a) (viii) and is entitled to a lien under this section.

**29-7-102. Right of possession by lien claimant; termination thereof; removal of property without lienholder's consent; penalty therefor; filing of lien statement in lieu of possession.**

(a) A lien claimant may retain possession of the property to which the lien pertains until paid for the labor, services, materials and feed which entitle the lien claimant to assert the lien. However, the right of possession terminates six (6) months after the date upon which the charges become due and payable unless the lien claimant has commenced proceedings to foreclose the lien as provided by W.S. 29-7-101 through 29-7-106.

(b) If any person causes to be removed from the possession of a lien claimant any property or part thereof which is subject to the lien created by W.S. 29-7-101 through 29-7-106 from the place where the property was located when the lien is perfected, without the written consent of the owner and the holder of the lien or his agent, either originally or by transfer, the person so removing the property affected by the lien is guilty of a misdemeanor. On conviction he may be punished by a fine of not more than seven hundred fifty dollars (\$750.00).

(c) If a lien claimant desires to continue a lien without retaining possession, he may before voluntarily releasing possession file a lien statement in the office of the county clerk of the county where the property is located, or in the case of a feeder's lien under paragraph (a)(ii) of this section, in the office of the secretary of state.

(d) If possession is terminated without the lien claimant's consent, he may perfect the lien by filing a lien statement on or before thirty (30) days after possession is terminated.

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

(a) A lien statement under W.S. 29-7-101 through 29-7-106 shall provide in addition to the requirements of W.S. 29-1-312(b) whether the lien claimant was in possession of the property at the time the lien statement was filed or the owner consented to the filing of the lien. Notwithstanding W.S. 29-1-312(a), a feeder's lien created pursuant to W.S. 29-7-101(a)(ii) shall be filed in the office of the secretary of state together with any applicable filing fees.

(b) A lien statement relating to a motor vehicle or other property, title to which is evidenced by a certificate of title, shall not be valid as to the motor vehicle or property unless the county clerk concurrently with the filing of the lien statement places on the certificate of title an appropriate notation showing the date, the amount of the lien and the name of the lien claimant. Each notation under this subsection after the first shall be accompanied by a fee of one dollar (\$1.00) paid to the county clerk. If the county clerk issues the certificate of title, he shall immediately endorse the same encumbrance data on the certificate copy on file in his office. If the certificate is issued in some other county or state the county clerk shall promptly transmit to the state or county officer who issued the certificate of title the same encumbrance data. The other county officer shall promptly place the data on the certificate copy on file in his office.

**29-7-104. Termination of lien; effect thereof on claimant's right of possession.**

(a) A lien under W.S. 29-7-101 through 29-7-106 terminates:

(i) Upon a lienor's voluntary surrender of possession of the property, unless a lien statement has previously been filed as provided in W.S. 29-7-103;

(ii) One hundred eighty (180) days after the date upon which the work, services, materials and feed giving rise to



the lien were performed or furnished unless a lien statement has previously been filed as provided by W.S. 29-7-103; and

(iii) One hundred eighty (180) days after a lien statement is filed as provided in W.S. 29-7-103, unless action to enforce and foreclose the lien has commenced.

(b) Upon termination of a lien, the lien claimant has no further right to possession of the property and no further interest therein.

**29-7-105. Repossession; enforcement of lien by sale; notice thereof to known claimants; satisfaction by any claimant; title of good faith purchaser; disposition of proceeds; additional creditors' rights; liability for noncompliance with section; "commercially reasonable".**

(a) Subject to the termination of a lien as provided in W.S. 29-7-104, a lienor who has surrendered possession involuntarily has the right to repossess the property subject to the lien. In repossessing a lienor may proceed without judicial process if this can be done without breach of the peace. A lienor may also replevy the property or use any other judicial action available.

(b) A lien arising under W.S. 29-7-101 through 29-7-106 may be enforced by public or private sale of the property en bloc or in parcels at a time or place and on terms which are commercially reasonable after mailing by certified mail, return receipt requested, to their last known address a notice to all persons known to claim an interest in the property. The notification shall include:

- (i) A statement of the amount due;
- (ii) The nature of the proposed sale; and
- (iii) The time and place of any public sale.

(c) Before any sale pursuant to this section any person claiming a right in the property may pay the amount necessary to satisfy the lien and the reasonable expenses incurred under this section.

(d) The lien claimant may buy at any public sale pursuant to this section.

(e) A purchaser in good faith of property sold to enforce a lien under W.S. 29-7-101 through 29-7-106 takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by the lien claimant with the requirements of this section.

(f) A lien claimant may satisfy his lien from the proceeds of any sale pursuant to this section but shall hold the balance, if any, for delivery on demand to the owner of the property or any person entitled thereto. The owner or any other person demanding delivery of the balance shall furnish to the lien claimant reasonable evidence of his right to take delivery.

(g) The rights provided by W.S. 29-7-101 through 29-7-106 shall be in addition to all other rights allowed by law to a creditor against his debtor.

(h) A lien under W.S. 29-7-101 through 29-7-106 may also be enforced in accordance with the procedure set forth in W.S. 34.1-7-210(b).

(j) A lien claimant is liable for damages caused by failure to comply with this section.

(k) The fact a better price could be obtained by a sale at a different time or in a different method from that selected by the lien claimant is not sufficient to establish a sale as not made in a commercially reasonable manner.

**29-7-106. Priority of lien.**

(a) A lien pursuant to W.S. 29-7-101 through 29-7-106 except as otherwise specifically provided therein shall be prior to all other liens, encumbrances and security interests if the property claimed is in possession of the lien claimant.

(b) If the property is not in possession of the lien claimant, a lien under W.S. 29-7-101 through 29-7-106 shall be prior to all other liens, encumbrances and security interests, except for a subsequent lien claimant in possession under W.S. 29-7-101 through 29-7-106 or a lien created under W.S. 29-8-102 relating to liens for the production of farm products under contracts executed, entered into, renewed or substantively amended after July 1, 2001.

**29-7-201. Owner of male animal to have lien on female animal and offspring.**

The owner of a male animal shall have a lien upon any female animal bred to the male and also upon any offspring begotten by the male for the sum stipulated to be paid for the service.

**29-7-202. Notice of lien to be filed; time and place; form; filing by county clerk; release; renewal.**

(a) A notice of a breeder's lien shall within ninety (90) days after the date of the service be filed in the office of the secretary of state. The notice shall be in the following format:

Notice of Breeder's Lien.

The State of Wyoming )

) ss.

County of .... )

I, ....., being first duly sworn, upon my oath depose and say I am the lawful owner (or duly authorized agent of .... the lawful owner) of .... (description of male animal).

On (or between) the .... day of ....., A.D. (year) and the .... day of ....., (year), the services of the male animal were had upon the following described female animals:

The above services were rendered at the request of .... (for and on behalf of ....), the lawful owner .... of the female animals.

The fee agreed upon for these services was .... dollars.

There is now due to .... from .... for these services, the sum of .... dollars.

Ninety (90) days have not elapsed since the date of the services, and .... claim a breeder's lien on the property for this amount.

Subscribed in my presence and sworn to before me this .... day of ....., A.D. (year).

Notarial Officer.

My Commission expires

(b) The secretary of state on presentation shall file this instrument in his office in the same manner as financing statements are required to be filed under the Uniform Commercial Code.

(c) All breeders' liens shall be released in the same manner as financing statements under the Uniform Commercial Code.

(d) If the owner of the male animal does not wish to take advantage of W.S. 29-7-204 he may renew the lien in the same manner in which secured interests are renewed pursuant to the Uniform Commercial Code.

**29-7-203. Priority of liens.**

The lien herein given is prior to and shall take precedence over any lien or encumbrance given subsequent to the service unless the lien is created pursuant to W.S. 29-8-102 relating to liens for the production of farm products under contracts executed, entered into, renewed or substantively amended after July 1, 2001.

**29-7-204. Possession and sale of female animal or offspring by lien claimant.**

At any time after default of payment for services rendered and within one (1) year after the service, the owner of the lien may take possession of any female animal or offspring upon which a lien exists in accordance with law and sell it as provided by W.S. 29-7-205.

**29-7-205. Sale at auction; publication or posting of notice; contents thereof; new notice required in case of adjournment; lien claimant may purchase; bill of sale to be filed.**

(a) A sale shall be made at public auction. The lienholder shall first give ten (10) days notice in any newspaper published in the county where the notice of lien is filed. If no newspaper is published in the county the notice shall be posted for two (2) weeks in at least three (3) public places in the county, one (1) of which shall be at the front door of the courthouse. The notice shall:

- (i) Describe the animal or animals to be sold;
- (ii) State the amount of money claimed to be due;
- (iii) State when the services were rendered; and
- (iv) State the exact time and place of the sale.

(b) If for any reason it is necessary to adjourn the sale, new notices shall be given as in the first instance required.

(c) A lien claimant is not prevented from purchasing at a sale because of his owning the lien on the animal sold.

(d) The purchaser shall take from the person selling any female animal or offspring a bill of sale which shall contain the substance of the notice of sale, the date of sale and the consideration. The bill of sale shall be filed in the office of the secretary of state, and shall be provided to a Wyoming brand inspector upon a change of ownership inspection pursuant to W.S. 11-20-203.

**29-7-206. Sale at auction; offspring to be sold first; disposition of proceeds; remedies not exclusive.**

If a female animal and her offspring are taken under a lien, the offspring shall be sold first. If the proceeds are sufficient to pay the expense incurred in taking possession under the lien, the filing fee and the costs of notices, then the female animal shall not be sold. After deducting the expense from the proceeds of any sale, the remainder of the proceeds, if any, shall be returned to the person entitled to them. The lien herein given shall not exclude any holder of a lien from abandoning it and recovering the amount due him by an action at law.

**29-7-207. Selling or removing encumbered property without lienholder's consent; penalty.**

Any owner of a female animal or offspring on which a lien exists under W.S. 29-7-201 through 29-7-207 who disposes of any female animal or offspring before the lien expires or is satisfied or who removes the female animal or offspring with intent to deprive a lien claimant of his lien or with intent to damage an innocent purchaser, and does so without first having obtained the consent of the lienholder to the disposition is guilty of a misdemeanor. On conviction he may be fined not more than seven hundred fifty dollars (\$750.00).

## ARTICLE 3 - HOUSE TRAILERS

### **29-7-301. Persons entitled to lien; notice and priority thereof; removal of trailer by lienor; exception; enforcement and foreclosure of lien; "house trailer".**

(a) Any person leasing or renting space for a house trailer site shall have a lien on any house trailer thereon situated for unpaid lease or rental payments and for other unpaid charges due the lessor under the terms or conditions of any lease or rental agreement. The lien shall be effective after the lessee has defaulted in payments as provided in the written rental or lease agreement. Notice of the lien shall be given by the lessor by causing notice in writing to be posted conspicuously on the mobile home. The lien provided by this section shall have priority over all other liens except a previously perfected security interest in the mobile home.

(b) At any time after thirty (30) days after notice is given the lessor may remove the house trailer from the leased or rented site and retain the lien as provided by this section. On removal, reasonable charges for the removal and storage may be assessed against the house trailer.

(c) Notwithstanding the provisions of subsection (b) of this section, a house trailer shall not be removed pursuant to this section if it is occupied by the lessee. In this case the lessor has a remedy at law.

(d) The lien provided by this section may be enforced and foreclosed as security agreements are enforced under W.S. 34.1-1-101 through 34.1-10-104.

(e) As used in this section "house trailer" shall be defined as in W.S. 31-5-102(a) (xv).

## CHAPTER 8 - AGRICULTURAL PRODUCER'S LIENS

### **29-8-101. Definitions.**

(a) As used in this article:

(i) "Commodity dealer" means a person who engages in a business involving or, as part of the business, participates in buying, exchanging, negotiating or soliciting the sale,

resale, exchange, production or transfer of any farm product in the state of Wyoming. The term does not include:

(A) A person engaged solely in storing, shipping or handling farm products for hire;

(B) A person who buys farm products from a licensed commodity dealer;

(C) A person who does not purchase more than thirty thousand dollars (\$30,000.00) worth of farm products from producers during a licensing year;

(D) A person who is the producer of farm products that the person actually plants, nurtures and harvests;

(E) A person whose trading in farm products is limited to trading in commodity futures on a recognized futures exchange; or

(F) A person who buys farm products used exclusively for the feeding of livestock and not for resale.

(ii) "Contractor" means a person who owns a farm product that is produced by a producer according to a contract;

(iii) "Farm products" means all crops, crop products, plants or portions thereof, whether or not they are cleaned, processed, treated, reconditioned, rolled, mixed or combined in any fashion. Farm products shall not mean livestock;

(iv) "Person" means an individual, trust, partnership, business trust, corporation or unincorporated association or any other legal or commercial entity;

(v) "Processor" means any person engaged in the business of processing or manufacturing any farm product and who takes possession or control of any farm product for the purpose of processing, cleaning, selling or storing it;

(vi) "Producer" means the owner, tenant or operator of land located in the state of Wyoming who has an interest in or receives all or part of the proceeds from the assignment, sale, transfer, exchange or production of farm products grown or produced on that land;

(vii) "Public warehouse" or "warehouse" means an elevator, mill, warehouse, subterminal grain warehouse, public warehouse or other structure or facility in which, for compensation, farm products are received for storage, handling, processing or shipment. The term includes facilities that commingle different lots of farm products;

(viii) "This act" means W.S. 29-8-101 through 29-8-109.

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

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

(b) A producer has a lien on all farm products grown or produced by it and on all proceeds from the assignment, sale, transfer, exchange or other disposition thereof until the producer is paid in full all amounts due the producer for its assignment, sale, transfer, exchange, other disposition or production of the farm products.

**29-8-103. Notice; filing of notice of claim; contents.**

(a) A lien created under W.S. 29-8-102 attaches when the farm product is delivered from the producer to the processor, contractor, warehouse operator or commodity dealer.

(b) A person claiming a lien created by this act shall file a written notice of claim of lien with the office of the secretary of state not later than one hundred eighty (180) days after the lien attaches.

(c) The notice of claim of lien required under subsection (b) of this section shall be in the form of a financing statement acceptable for filing by the office of the secretary of state. The signature of the processor, contractor, warehouse operator or commodity dealer shall not be required. The written notice of claim filed under subsection (c) of this section shall contain:

(i) A true statement of the lienholder's claim;

(ii) A description of the farm product delivered sufficient for identification;



(iii) The lienholder's name, address and phone number, establishing them as a secured party; and

(iv) The name and address of the processor, contractor, warehouse operator or commodity dealer, establishing them as the debtor.

(d) The secretary of state shall keep a record of notices filed under this section under an index of agricultural liens.

(e) The secretary of state shall charge a fee not exceeding the cost of providing the service for filing of notices and requests for copies of such notices.

(f) When a lienholder files a notice of claim of lien as required by this section, the lienholder shall send a copy of the notice to the processor, contractor, warehouse operator or commodity dealer by registered or certified mail.

(g) When a lienholder files a notice of claim of lien as required by this section the lienholder shall send a copy of the notice to all holders of security interests in the farm product described in the notice of claim who duly perfected such security interests by filing notice thereof with the secretary of state. The notice shall be mailed to holders of perfected security interests within thirty (30) days after the date of filing the notice of claim.

(h) A lien which has attached under subsection (a) of this section is perfected upon the completion of the requirements of subsections (a) through (h) of this section. If a person entitled to a lien under this section does not properly file a notice of claim or properly notify all holders of security interests of the lien within the time required by this section, the person waives the right to the lien.

**29-8-104. Extent of lien; priority.**

(a) The lien shall be to the extent of:

(i) The agreed price, if any, pursuant to the terms of any contract or for the market value at the time of transfer of ownership if not agreed;

(ii) If the farm product has not been sold or processed by the processor, contractor, warehouse operator or commodity dealer the lien shall be on the farm product;

(iii) If the farm product is sold or processed by the processor, contractor, warehouse operator or commodity dealer the lien shall be on the cash proceeds from the sale. For purposes of this paragraph, cash proceeds held by the processor, contractor, warehouse operator or commodity dealer shall be deemed to be cash proceeds from the sale regardless of whether it is identifiable cash proceeds;

(iv) If the farm product is processed by the processor, contractor, warehouse operator or commodity dealer and there is no property of the type described in paragraph (ii) or (iii) of this subsection to which the lien can attach, then the lien shall extend to any property of the processor, contractor, warehouse operator or commodity dealer that may be subject to a security interest as provided by W.S. 34.1-9-109.

(b) A perfected lien under paragraph (a)(ii) or (iii) of this section shall be preferred to, and have priority over, a lien or security interest in favor of a creditor of the processor, contractor, warehouse operator or commodity dealer regardless of the time when the creditor's lien or security interest attached to the farm products or the proceeds thereof or therefrom. The priority of a perfected lien under paragraph (a)(iv) of this section shall be determined by the date on which the lien is filed as required by this act, and it shall not have priority over other perfected liens on the same property which have been perfected prior to the filing date.

**29-8-105. Duration.**

(a) A perfected lien created by this act remains in effect until either the lienholder receives the full amount due it for the farm products, including reasonable costs and attorneys' fees incurred in enforcing the lien, or for a period of two hundred ten (210) days from the date the lien becomes perfected as provided in this act.

(b) All actions to foreclose or enforce a lien under this chapter shall be commenced within two hundred forty (240) days after the filing of the lien statement. No lien shall continue to exist except by virtue of the provisions of this chapter for more than two hundred forty (240) days after the lien is filed unless an action to foreclose the lien is instituted.

(c) Whenever any debt which is a lien pursuant to this act is paid and satisfied, the lien claimant shall file notice of

satisfaction of the claim of lien in the secretary of state's office.

(d) In addition to any actual damages, any creditor refusing or neglecting to enter satisfaction within thirty (30) days after payment as provided by subsection (c) of this section and after having received by certified or registered mail a request in writing for the entering of satisfaction is liable for damages of not less than one-tenth of one percent (.10%) of the original principal amount of the debt per day until such time as the lienholder enters satisfaction. The additional damages authorized by this section shall not exceed one hundred dollars (\$100.00) per day.

**29-8-106. Waivers unenforceable.**

Any provision of a contract which waives a producer's right or an obligation of a party established by this act is void and unenforceable. This section does not affect other provisions of the contract or related document, policy or agreement which can be given effect without the voided provision.

**29-8-107. Choice of law.**

Any condition, stipulation or provision requiring the application of the law of another state in lieu of this act is void and unenforceable.

**29-8-108. Damages, fees, costs and injunctive relief.**

(a) A producer who suffers damages because of a violation of this act may obtain appropriate legal and equitable relief, including damages, as a suit in common law pursuant to the Wyoming Rules of Civil Procedure.

(b) In any action by a producer to enforce a perfected lien created by this act, the court shall award the producer who is the prevailing party reasonable attorneys' fees and other litigation costs and expenses. The payment of any such award shall be secured in the same manner as a lien created and perfected under this act.

(c) In order to obtain injunctive relief, a producer is not required to post a bond, prove the absence of an adequate remedy at law, or show the existence of special circumstances, unless the court for good cause otherwise orders. The court may order any form of prohibitory or mandatory relief that is

appropriate under principles of equity, including but not limited to, issuing a temporary or permanent restraining order.

**29-8-109. Applicability of act.**

(a) This act applies to contracts executed, entered into, renewed or substantively amended on or after July 1, 2001.

(b) Repealed By Laws 2003, Ch. 63, § 1.

CHAPTER 9 - MISCELLANEOUS LIENS

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

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

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

(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:

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

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

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

CHAPTER 10 - FORMS

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

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

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

NOTICE TO OWNER

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

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

MATERIALS PROVIDED OR WORK PERFORMED:

PROPERTY DESCRIPTION:

ADDRESS:

LEGAL DESCRIPTION:

SIGNED:

DATE:

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

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

LIEN WAIVER

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

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

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

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

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

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

subcontractor/materialman/employee

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

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

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

) ss.

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of

person) as lien claimant or \_\_\_\_\_ (title, position or type of authority granted by lien claimant) of \_\_\_\_\_ (lien claimant).

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

\_\_\_\_\_  
Notarial officer

My Commission Expires:

Seal:

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

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

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

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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

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

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

Re: Notice of Intention to File Lien

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

The amount of the lien claim is \$\_\_\_\_\_. This amount is due from \_\_\_\_\_ (person/entity whose actions

have caused a lien to be filed) pursuant to a contract with the lien claimant under which the lien claimant performed work or supplied materials for the work.

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

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

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

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

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

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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

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

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

Re: Notice of Filing Lien

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

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



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

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

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

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

) ss.

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

LIEN STATEMENT

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

1. Name and address of lien claimant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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





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

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

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

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

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

(Alternative 1:)

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

) 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 Lien Statement and knows the contents thereof and the facts are true to the best of his/her knowledge, and being by me duly sworn, did state that he/she is the \_\_\_\_\_ (title, position or type of authority granted by lien claimant) of \_\_\_\_\_ (lien claimant) and that this lien statement was signed and sealed on behalf of the lien claimant by authority granted to the signatory by the lien claimant.

Witness my hand and official seal.

\_\_\_\_\_

Notarial officer

My Commission Expires:

Seal:

(Alternative 2:)

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

) 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 Lien Statement and knows the contents thereof and the facts are true to the best of his/her knowledge, and being by me duly sworn, did state that the lien statement to be the free act and deed of the lien claimant.

Witness my hand and official seal.

\_\_\_\_\_

Notarial officer

My Commission Expires:

Seal:

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

(a) The form for notice of substantial completion of the project may be filed with the county clerk in the county where the project is located in accordance with W.S. 29-2-106(c). After the notice has been duly recorded, the record owner shall send a copy of the notice to all contractors, subcontractors and materialmen who provided the record owner with preliminary notice pursuant to W.S. 29-2-112 within five (5) days after recording the notice under this section. The form shall be completed in substantially the following form:

(In bold face type) This notice creates a presumption under W.S. 29-2-106(c) that the period for filing a lien shall begin to run on the date the notice was recorded. If the recipient of the

notice has not been paid in full, any lien to be filed on the property to secure full payment shall be filed by contractors within one hundred fifty (150) days of the date the notice was recorded and within one hundred twenty (120) days the notice was recorded for materialmen.

STATE OF \_\_\_\_\_ )  
 ) ss.

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

NOTICE OF SUBSTANTIAL COMPLETION OF THE PROJECT

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

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

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

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

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

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

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

(Alternative 1:)

STATE OF \_\_\_\_\_ )  
 ) 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 he/she is the \_\_\_\_\_ (title, position or type of authority granted by record owner) of \_\_\_\_\_ (record owner) and that this Notice of Substantial Completion of the Project was signed and sealed on behalf of the record owner by authority granted to the signatory by the record owner.

Witness my hand and official seal.

\_\_\_\_\_

Notarial officer

My Commission Expires:

Seal:

(Alternative 2:)

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

) 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:



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

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

STATE OF \_\_\_\_\_ )  
 ) ss.

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

NOTICE OF SATISFACTION OF LIEN

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

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

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

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

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

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

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

(Alternative 1:)

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

My Commission Expires:

Seal:

(Alternative 2:)

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

Witness my hand and official seal.

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Notarial officer

My Commission Expires:

Seal: