

# WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

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

1. Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_  
\_\_\_\_\_

2. Property Improved by Contractor's Work (check one):

Street address: \_\_\_\_\_  
\_\_\_\_\_

Legal description attached.

3. Contractor's Work furnished at request of: \_\_\_\_\_

4. Waiver of lien rights is made for (select one):

The following Work:

\_\_\_\_\_  
(insert description of type of labor and/or materials supplied by Contractor, including percentage performed, dollar value, and/or dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All Work to date of this Waiver.

All past and future Work, including all labor performed and/or material furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

\_\_\_\_\_  
(attach additional sheet if more space is required)

CONTRACTOR NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Authorized Agent's Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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