

**WAIVER OF CONSTRUCTION LIEN**

§779.05(1), 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: \_\_\_\_\_  
(name of party which requested or contracted for work)

4. Waiver of lien rights is made for (select one):  
 The following Work: \_\_\_\_\_  
\_\_\_\_\_

(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed, dollar value, and/or dates as necessary to accurately describe the Work to which the Waiver relates, stating exceptions, if any)

All Work on this Property to date of this Waiver.  
 Except: \_\_\_\_\_

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: \_\_\_\_\_  
(print name of person signing above)

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

Telephone Number: ( \_\_\_\_\_ ) - \_\_\_\_\_

§ 779.05, Wis. Stats., 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, services, materials, plans, or specifications were performed, furnished, procured, 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, services, material, plans, or specifications performed, furnished, or procured, or to be performed, furnished, or procured 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, services, materials, plans, or specifications. 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 labor, services, materials, plans or specifications 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.