Instructions: **Fees: $25**

1. Print these pages.
2. Circle the correct answers and transfer to the answer sheets below.
3. Page down to the last page for the verification forms, answer sheets, copy of driver's license or ID and mailing instructions.

This 2-hour course is approved for:

1. Dwelling Contractor Qualifier Certification
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## ACTP 110 (Home Improvement quiz)

**Wisconsin Consumer Protection Laws**
**Home Improvement**
***Home Improvement Transactions***
**Overview**
The Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) regulates unfair and deceptive business practices. DATCP has adopted a rule to protect consumers against unfair home improvement practices. This rule is found in Wisconsin Administrative Code chapter ATCP 110. ATCP 110 applies to nearly every kind of home improvement.
ATCP 110 addresses the following practices and more:
_ Deceptive sales tactics.
_ Contract and disclosure requirements.
_ 3-day "cooling off" period.
_ Failure to complete work.
_ Contract cancellation and refunds.
_ Warranties.
_ Lien waivers.
_ Consumer remedies.
ATCP 110 does ***not*** do any of the following:
_ Require contractors to be licensed.
_ Regulate home improvement skills, workmanship or quality.
_ Regulate the price of home improvements.
_ Establish construction codes or standards (local codes apply).
_ Require contractors or homeowners to get building permits from the department (local codes apply).

1. ATCP 110 addresses the following practices:
    a. Require contractors to be licensed
    b. Lien waivers
    c. Warranties.
    d. only b & c
2. ATCP 110 does ***not*** do any of the following:
    a. Regulate the price of home improvements.
    b. Lien waivers
    c. Warranties.
    d. only b & c

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**Home Improvements Covered**

ATCP 110 applies to nearly all "home improvements" but does ***not*** apply to new home construction. "Home improvement" includes remodeling, altering, repairing, painting, modernizing or constructing additions to any residential building, or to the immediate premises on which a residential building is situated. For example, "home improvement" includes work on the following:

_ Driveways.
_ Sidewalks.
_ Swimming pools.
_ Terraces.
_ Patios.
_ Landscaping.
_ Fences.
_ Porches.
_ Garages.
_ Basements.
_ Fire protection devices.
_ Heating and air conditioning.
_ Water softeners, heaters and purifiers.
_ Carpets and attached floor coverings.

3." Home improvement" includes work on the following:

a. Porches.
b. Carpets and attached floor coverings.
c. Swimming pools
d. all of the above

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**Persons Covered**

ATCP 110 regulates "sellers" (home improvement contractors) who are engaged in the business of making or selling home improvements. The rule protects homeowners and tenants who contract with "sellers" for home improvements.

4. The rule protects _____ who contract with "sellers" for home improvements.

a. homeowners
b. contractors
c. tenants
d. only a & c

5. ATCP 110 regulates "_____" who are engaged in the business of making or selling home improvements.

a. buyer
b. 3rd party
c. seller
d. all of the above

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**Home Improvement Contracts; General**

_ A "home improvement contract" includes any oral or written agreement to provide labor, services or materials in connection with a home improvement.
_ A written contract is required in some cases (see below).
_ If a written contract is required, or if the seller chooses to use a written contract, the seller must give the buyer a copy before the seller begins work or receives any payment. If a buyer is blind or unable to read the seller's written contract, a 3rd party must read the contract to the buyer. If the contract is negotiated in a language other than English, the written contract must be in English and that other language.

6. A "_____" includes any oral or written agreement to provide labor, services or materials in connection with a home improvement.
   a. land contract
   b. home improvement contract
   c. purchase agreement
   d. none of the above
7. If a buyer is blind or unable to read the seller's written contract, the _____ must read the contract to the buyer.
   a. buyer
   b. 3rd party
   c. seller
   d. all of the above
8. If the contract is negotiated in a language other than English, the written contract must be in _____.
   a. English
   b. other language
   c. both a & b
   d. none of the above

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**Written Contract; When Required**

A home improvement contract (and all changes to that contract) must be in writing if any of the following applies:

_ The buyer is required to make any contract payment before the seller completes the work.

The seller initiates the contract by any of the following means:

_ Face-to-face solicitation away from the seller's regular place of business.

_ Mail or telephone solicitation.

_ A handbill or circular left at a place of residence.

9. A home improvement contract (and all changes to that contract) must be in writing if any of the following applies: The _____ is required to make any contract payment before the seller completes the work.
   a. buyer
   b. 3rd party
   c. seller
   d. all of the above
10. A home improvement contract (and all changes to that contract) must be in writing if any of the following applies: The seller initiates the contract by face-to-face solicitation _____from the seller's regular place of business.
   a. at
   b. near
   c. away
   d. none of the above
11. A home improvement contract (and all changes to that contract) must be in writing: The seller initiates the contract by _____ solicitation.
   a. mail
   b. telephone
   c. both a & b
   d. none of the above
12. A home improvement contract (and all changes to that contract) must be in writing: The seller initiates the contract by a _____ left at a place of residence.
   a. handbill
   b. circular
   c. both a & b
   d. none of the above

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**Contract Terms**

If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information:
_ The seller's name and address, and the name and address of the seller's sales representative or agent.
_ A description of the work to be done and the principal materials to be used. If the seller promises to install specific products or materials, the contract must clearly describe those products or materials.
_ The total price, including finance charges. If the contract is for time and materials, it must clearly disclose the hourly labor charge.
_ The dates by which, or the time period within which, the seller will begin and complete the work.
_ A description of any mortgage or security interest created in connection with the sale or financing of the home improvement.
_ All warranties that the seller makes for labor, services, products or materials furnished in connection with the home improvement.
_ A description of every document incorporated in the home improvement contract.
_ Insurance coverage included in the home improvement contract, if any.
Under some home improvement contracts, a buyer agrees to pay a specified amount as "liquidated damages" if the buyer breaks the contract (even if the "liquidated damages" exceed the seller's actual damages). ATCP 110 prohibits "liquidated damages" that exceed 10% of the contract price or $100, whichever is less.

13. If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information:
    a. The seller's name and address
    b. The name and address of the seller's sales representative
    c. The name and address of the seller's sales agent
    d. all of the above
14. If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information: A description of the work to be done and the principal materials to be used. If the seller promises to install specific _____, the contract must clearly describe those products or materials.
    a. products
    b. materials
    c. both a & b
    d. none of the above
15. If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information: The _____. If the contract is for time and materials, it must clearly disclose the hourly labor charge.
    a. total price
    b. total price including finance charges
    c. both a & b
    d. none of the above
16. If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information: The_____, the seller will begin and complete the work.
    a. dates by which
    b. the time period within which
    c. both a & b
    d. none of the above
17. If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information: A description of any _____ interest created in connection with the sale or financing of the home improvement.
    a. mortgage
    b. lien

c. both a & b
d. none of the above

18. If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information: All warranties that the seller makes for _____ furnished in connection with the home improvement.
a. labor
b. services
c. products or materials
d. all of the above

19. If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information: A _____ of every document incorporated in the home improvement contract.
a. description
b. memo
c. note
d. none of the above

20. If ATCP 110 requires a written contract, or if the seller requires the buyer to sign a written contract, the contract must contain all the following information: _____ coverage included in the home improvement contract, if any.
a. Insurance
b. Oath
c. Bond
d. all of the above

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**Three-day "Cooling Off" Period**

Under ATCP 110 and Wisconsin Statutes chapter 423, a buyer may cancel a home improvement contract within a 3-day "cooling off" period if all the following apply:

_ The seller initiates the contract by face-to-face solicitation away from the seller's regular place of business, or by a mail or telephone solicitation directed to the consumer.

_ The parties enter into the contract, or the seller receives the contract, away from the seller's regular place of business.

_ The contract involves an extension of credit, or a cash payment of more than $25.

If the 3-day "cooling off" period applies, the seller must give the buyer 2 copies of the following notice in at least 12-point bold-face type:

**CUSTOMER'S RIGHT TO CANCEL**

**You may cancel this agreement by mailing a written notice to (insert name and mailing address of seller) before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records.**

The 3-day "cooling off" period does not start to run until the seller gives the above cancellation notice to the buyer. A seller who uses a language other than English in the ordinary course of business must give the cancellation notice in English and in that other language.

21. Under ATCP 110 and Wisconsin Statutes chapter 423, a buyer may cancel a home improvement contract within a 3-day "cooling off" period if: The seller initiates the contract by face-to-face solicitation away from the seller's regular place of business, or by a _____ solicitation directed to the consumer.
a. mail
b. telephone
c. both a & b
d. none of the above

22. Under ATCP 110 and Wisconsin Statutes chapter 423, a buyer may cancel a home improvement contract within a 3-day "cooling off" period if: The parties enter into the contract, or the _____ receives the contract, away from the seller's regular place of business.
    a. buyer
    b. seller
    c. both a & b
    d. none of the above
23. Under ATCP 110 and Wisconsin Statutes chapter 423, a buyer may cancel a home improvement contract within a 3-day "cooling off" period if: The contract involves an extension of credit, or a cash payment of more than $___.
    a. 50
    b. 100
    c. 25
    d. 250

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**Prepayments**

If a buyer prepays for any home improvement, the seller may not use that money for any purpose other than to provide materials or services for that home improvement. A seller may not solicit any prepayment for materials or services that the seller does not expect to provide according to the contract.

24. If a buyer prepays for any home improvement, the seller may not use that money for any purpose other than to provide materials or services for ____ home improvement.
    a. the next
    b. that
    c. the previous
    d. any of the above

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**Failure to Complete Prepaid Work; Buyer's Remedies**

If a buyer prepays for any materials or services that the seller then fails to deliver on time, the buyer may give the seller a written notice that does any or all of the following:

_ Cancels the contract.

_ Demands return of any prepayments that the seller has not yet spent on the buyer's home improvements. The seller must return the prepayments within 15 days.

_ Demands delivery of prepaid materials that the seller has purchased but not yet delivered to the home improvement site. The seller must deliver the materials within 15 days, or within 5 days after the seller receives the materials from the supplier, whichever occurs later.

_ Demands a written accounting for all prepayments, showing how the seller used those payments. The seller must provide the accounting within 30 days.

If the home improvement contract specifies no deadline for the delivery of materials or services for which the buyer has prepaid, the buyer may exercise the above remedies whenever buyer believes that the seller has failed to deliver in a timely manner. The buyer may also pursue any other remedies that may be available, regardless of whether the buyer has exercised the above remedies.

25. If a buyer prepays for any materials or services that the seller then fails to deliver on time, the buyer may give the seller a written notice that does any or all of the following:
    a. Cancels the contract.
    b. Demands return of any prepayments that the seller has not yet spent on the buyer's home improvements.
    c. The seller must return the prepayments within 15 days.
    d. all of the above
26. If a buyer prepays for any materials or services that the seller then fails to deliver on time,

the buyer may give the seller a written notice that does any or all of the following: _____ delivery of prepaid materials that the seller has purchased but not yet delivered to the home improvement site.

a. Requests
b. Stresses
c. Demands
d. all of the above

27. If a buyer prepays for any materials or services that the seller then fails to deliver on time, the buyer may give the seller a written notice that Demands return of any prepayments that the seller has not yet spent on the buyer's home improvements. The seller must return the prepayments within ____ days.

a. 5
b. 10
c. 15
d. none of the above

28. If the home improvement contract specifies no deadline for the delivery of materials or services for which the buyer has prepaid, the buyer may _____ the above remedies whenever buyer believes that the seller has failed to deliver in a timely manner.

a. excuse
b. exercise
c. defend
d. all of the above

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**Notice of Delays**

A seller must give a buyer timely notice of any impending delay in contract performance, if performance will be delayed beyond a deadline specified in the contract. The notice must specify the reason for the delay, and must specify a new proposed completion deadline. If ATCP 110 requires a written contract, or the seller requires the buyer to sign a written contract, no change in performance deadlines is effective unless the buyer agrees in writing.

29. If ATCP 110 requires a written contract, or the seller requires the buyer to sign a written contract, no change in performance deadlines is effective unless _____ agrees in writing.

a. the seller
b. the buyer
c. Both party's
d. all of the above

30. The delay notice must specify the_____.

a. reason for the delay
b. new proposed completion deadline
c. both a & b
d. neither a or b

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**Warranties**

If the seller makes any warranty for a home improvement, including any warranty for labor, services, products or materials, the seller must do all of the following:

_ Document the warranty in writing.
_ Give the buyer a copy when the buyer contracts for the home improvements.
_ Disclose all warranty terms and conditions.

If the seller installs a product that is covered by a manufacturer's product warranty, the seller must give the buyer a copy of that warranty when the seller installs the product.

31. If the seller makes any warranty for a home improvement, including any warranty for labor, services, products or materials, the seller must do all of the following:

a. Document the warranty in writing.
b. Give the buyer a copy when the buyer contracts for the home improvements.
c. Disclose all warranty terms and conditions.

d. all of the above

32. If the seller installs a product that is covered by a manufacturer's product warranty, the seller must give the buyer a copy of that warranty _____ the seller installs the product.
    a. within 30 days after
    b. when
    c. within 15 days after
    d. none of the above

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**Contracts or Promissory Notes Assigned to 3rd Parties**

A seller, after getting a buyer's signature on a contract or promissory note, will sometimes sell or assign that contract or note to a 3rd party (such as a finance company) who will then demand payment from the buyer. Under older commercial law, a 3rd party could sometimes collect from a buyer even though the buyer had legitimate grounds for refusing to pay the original seller (for example, because the home improvements weren't properly completed). But ATCP 110 has added the following protections for buyers:

_ No home improvement contract may waive a buyer's right to assert, against the 3rd party, any claims or defenses that the buyer may have against the seller.

_ Every promissory note must disclose that the note is non-negotiable, and that the holder takes the note subject to the claims and defenses of the home improvement buyer. Even if a note fails to contain the required disclosure, a 3rd party takes that note subject to the buyer's claims and defenses if the 3rd party knows or should have known any of the following:

_ That the seller is in the home improvement business.

_ That the note pertains to a home improvement transaction.

_ If a home improvement contract or promissory note may be sold or assigned to a 3rd party, the seller must disclose that fact to the buyer before the buyer signs the contract or note.

_ A seller must obtain the buyer's written consent before selling or assigning a home improvement contract to a 3rd party if a person other than the seller will be responsible for performing the home improvements.

33. No home improvement contract may waive a buyer's right to assert, against the 3rd party, any _____ that the buyer may have against the seller.
    a. claims
    b. defenses
    c. false claims
    d. only a & b

34. Every _____ note must disclose that the note is non-negotiable, and that the holder takes the note subject to the claims and defenses of the home improvement buyer.
    a. promissory
    b. contractual
    c. agreement
    d. none of the above

35. A seller must obtain the buyer's _____ consent before selling or assigning a home improvement contract to a 3rd party if a person other than the seller will be responsible for performing the home improvements.
    a. verbal
    b. written
    c. recorded
    d. witnessed

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***Building Permits***

ATCP 110 is not a building code, and it does not require a seller to get any permits from DATCP. But it does reinforce state and local building codes in the following ways:

_ It requires a seller to notify a buyer of applicable state and local permit requirements.
_ It prohibits a seller from starting a home improvement until all required state and local permits have been issued.
_ If inspections are required under state or local codes, the seller must give inspection certificates to the buyer when construction is completed. The seller must provide the certificates before final payment is due and before the seller asks the buyer to sign a completion slip.

36. The seller must provide the _____ before final payment is due and before the seller asks the buyer to sign a completion slip.
    a. records
    b. certificates
    c. permits
    d. none of the above
37. ATCP 110 requires a seller to notify a buyer of applicable _____ permit requirements.
    a. state
    b. local
    c. both a & b
    d. none of the above
38. ATCP 110 _____ a seller to start a home improvement before all required state and local permits have been issued.
    a. allows
    b. prohibits
    c. both a & b
    d. none of the above

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***Sales Tactics***

ATCP 110 prohibits a seller from making any false, deceptive or misleading representation in order to:
_ Get a buyer to enter into a home improvement contract.
_ Obtain or keep any payment under a home improvement contract.
_ Delay performance under a home improvement contract.

ATCP 110 also prohibits a seller from engaging in a number of specific practices, such as the following:
_ Misrepresenting that the buyer's home will be used as a "model" or "advertising job."
_ Misrepresenting that products or materials meet certain standards or specifications.
_ Misrepresenting that the buyer's home contains a defective or dangerous condition requiring repair.
_ Engaging in "bait and switch" sales tactics.
_ Misrepresenting the seller's identity, status or affiliation.
_ Misrepresenting that the seller is licensed, bonded or insured. If a seller claims to be licensed, bonded or insured, the seller must provide the buyer with a written statement describing the type of license, bond or insurance that the seller possesses.
_ Advertising any free, gift or bonus offer without specifying the terms and conditions of that offer.
_ Misrepresenting that the buyer is getting a special price or offer because of a closeout, factory sale, survey, leftover materials or other special circumstances.
_ Misrepresenting the contract price or other contract terms and obligations.
_ Pressuring a buyer into a home improvement contract by delivering materials or starting work before the buyer has entered into a contract.
_ Making false statements about a competitor, or the competitor's products or services.
_ Misrepresenting that a home improvement contract will aid any charity or other organization.
_ Encouraging the buyer to misrepresent the buyer's financial condition in order to

obtain financing.
_ Falsifying the contract price, or encouraging the buyer to falsify the contract price, in order to obtain financing.
_ Asking the buyer to sign a completion slip or make final payment before the job is completed.

39. ATCP 110 also prohibits a seller from asking the buyer to _____before the job is completed.
    a. sign a completion slip
    b. make final payment
    c. both a & b
    d. none of the above
40. ATCP 110 also prohibits a seller from falsifying the contract price, or encouraging the buyer to falsify the contract price, in order to obtain _____.
    a. financing
    b. sponsoring
    c. backing
    d. all of the above
41. ATCP 110 also prohibits a seller from encouraging the buyer to misrepresent the buyer's _____ condition in order to obtain financing.
    a. monetary
    b. economic
    c. financial
    d. all of the above
42. ATCP 110 also prohibits a seller from making false statements about a competitor, or the competitor's _____.
    a. products
    b. services
    c. both a & b
    d. none of the above
43. ATCP 110 also prohibits a seller from pressuring a buyer into a home improvement contract by _____ before the buyer has entered into a contract.
    a. delivering materials
    b. starting work
    c. both a & b
    d. none of the above
44. ATCP 110 also prohibits a seller from misrepresenting that the buyer is getting a _____ because of a closeout, factory sale, survey, leftover materials or other special circumstances.
    a. special price
    b. special offer
    c. both a & b
    d. none of the above
45. ATCP 110 also prohibits a seller from misrepresenting that the buyer's home contains a _____ condition requiring repair.
    a. defective
    b. dangerous
    c. both a & b
    d. none of the above
46. ATCP 110 also prohibits a seller from misrepresenting that the buyer's home will be used as a "_____."
    a. model
    b. advertising job
    c. both a & b
    d. none of the above

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***Lien Waivers***

Contractors, subcontractors and material suppliers have a lien on a buyer's home for the

value of the services they provide in connection with a home improvement. See Wisconsin Statutes chapter 779 (subchapter I). If a buyer pays the seller (general contractor), but the seller fails to pay the subcontractors, the subcontractors may try to enforce their liens against the buyer, and the buyer may end up paying twice. To protect buyers, ATCP 110 requires a seller to do all the following:

_ Provide the buyer with lien waivers from all subcontractors and material suppliers before the buyer makes final payment on the home improvement contract.

_ Before requiring partial payments from a buyer, furnish the buyer with lien waivers from subcontractors for the proportionate value of services or materials they have supplied as of that time.

47. If a buyer pays the seller (general contractor), but the seller fails to pay the_____, the subcontractors may try to enforce their liens against the buyer, and the buyer may end up paying twice.
a. suppliers
b. subcontractors
c. both a & b
d. none of the above

48. ATCP 110 requires a seller to
a. Provide the buyer with lien waivers from all subcontractors and material suppliers before the buyer makes final payment on the home improvement contract.
b. Furnish the buyer with lien waivers from subcontractors for the proportionate value of services or materials they have supplied before requiring partial payments from a buyer.
c. both a & b
d. none of the above

49. _____ have a lien on a buyer's home for the value of the services they provide in connection with a home improvement.
a. Contractors
b. Subcontractors
c. Material suppliers
d. all of the above

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***Rule Enforcement***

**Private Remedy**

A person who suffers a monetary loss because of a seller's violation of ATCP 110 may sue the seller under Wisconsin Statutes section 100.20(5), and may recover twice the amount of the loss, together with costs and attorneys fees.

**Injunction and Restitution**

DATCP may seek a court order under Wisconsin Statutes section 100.20(6), enjoining violations of ATCP 110 and ordering a seller to pay restitution to consumers. The Department of Justice or a district attorney may represent DATCP in court.

**Civil Forfeiture**

DATCP or any district attorney may start a court action under Wisconsin Statutes section 100.26(6), to recover a civil forfeiture from a seller who violates ATCP 110. The court may impose a civil forfeiture of up to $10,000 per violation. The Department of Justice or a district attorney may represent DATCP in court.

**Criminal**

A district attorney may start a criminal prosecution, under Wisconsin Statutes section 100.26(3), against a seller who violates ATCP 110. A seller may be fined up to $5,000 or sentenced to as much as a year in jail, or both.

50. A district attorney may start a criminal prosecution, under Wisconsin Statutes section 100.26(3), against a seller who violates ATCP 110. A seller may be _____.
a. fined up to $5000
b. sentenced to as much as a year in jail

c. both a & b
d. neither a or b

51. A person who suffers a monetary loss because of a seller's violation of ATCP 110 may sue the seller under Wisconsin Statutes section 100.20(5), and may recover _____ the amount of the loss, together with costs and attorneys fees.
a. the full value
b. twice
c. three times
d. one and one half

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What is a Construction Lien?

A construction lien is a legal instrument and public record that states there is a valid, unpaid debt against the specific real estate named. The possibility of a lien arises whenever improvements are made to real estate in the course of construction or remodeling projects.

What are the steps to a construction lien?

The Preliminary Notice is usually the first requirement of a Construction lien. If proper payment is not received, then a warning letter, Notice of Intent to Lien, must be provided to the property owner before a Construction lien can be recorded. (Editor's note: Some states do not require a warning Notice before a lien is recorded).

Who has the right to lien my property?

Anyone that supplies labor, material or expertise onto your property and doesn't get properly paid. This includes the builder, electrician, plumber, excavator, carpenter, drywaller, mason, painter, roofer, architect, landscaper, etc., and their suppliers.

What else can I do to protect myself?

Make sure you get lien waivers from your contractor and his subs and material suppliers for all monies you pay out in the course of your project.

What is a lien waiver?

A lien waiver states that the party signing the document waives or releases their lien rights against the property. These waivers can be partial or full waivers of lien rights depending on the amount they received and the value of their contribution to the project.

How do I make sure everybody is getting his or her proper payment?

It is your contractor's legal responsibility to see that his Subcontractors and material suppliers are paid with monies you give him. Also, if you are financing the project your lender or Title company may help track your payouts and answer questions.

What happens if a lien is placed against my property?

A lien is a serious threat to your property title. Aside from the embarrassment and immediate cloud to your title, the party placing the construction lien can petition the court to sell your property at public auction, i.e. Foreclosure, to satisfy the lien.

How do I remove a Construction lien from my property?

It is not likely that a lien will be released or "Satisfied" without payment to the lien holder. An attorney should be retained to determine if all elements of a lien have been done correctly. Upon payment and acceptance of the amount due, the owner has the right to demand a "lien satisfaction" from the lien claimant.

Can someone record a construction lien even if I pay my contractor?

Yes. Anyone who has not been paid for labor, material, equipment or services on your project and has followed other statutory requirements has the right to a construction Lien.

52. How do I make sure everybody is getting his or her proper payment if I'm the buyer?
a. A lien is a serious threat to your property title. Aside from the embarrassment and immediate cloud to your title, the party placing the construction lien can petition the court to sell your property at public auction, i.e. Foreclosure, to satisfy the lien.
b. It is your contractor's legal responsibility to see that his Subcontractors and material suppliers are paid with monies you give him. Also, if you are financing the project your lender or Title company may help track your payouts and answer questions.
c. It is not likely that a lien will be released or "Satisfied" without payment to the lien holder. An attorney should be retained to determine if all elements of a lien have been done correctly. Upon payment and acceptance of the amount due, the owner has the right to demand a "lien satisfaction" from the lien claimant.

d. Anyone who has not been paid for labor, material, equipment or services on your project and has followed other statutory requirements has the right to a construction Lien.

53. What happens if a lien is placed against my property?
    a. A lien is a serious threat to your property title. Aside from the embarrassment and immediate cloud to your title, the party placing the construction lien can petition the court to sell your property at public auction, i.e. Foreclosure, to satisfy the lien.
    b. It is your contractor's legal responsibility to see that his Subcontractors and material suppliers are paid with monies you give him. Also, if you are financing the project your lender or Title company may help track your payouts and answer questions.
    c. It is not likely that a lien will be released or "Satisfied" without payment to the lien holder. An attorney should be retained to determine if all elements of a lien have been done correctly. Upon payment and acceptance of the amount due, the owner has the right to demand a "lien satisfaction" from the lien claimant.
    d. Yes. Anyone who has not been paid for labor, material, equipment or services on your project and has followed other statutory requirements has the right to a construction Lien.
54. How do I remove a Construction lien from my property?
    a. A lien is a serious threat to your property title. Aside from the embarrassment and immediate cloud to your title, the party placing the construction lien can petition the court to sell your property at public auction, i.e. Foreclosure, to satisfy the lien.
    b. It is your contractor's legal responsibility to see that his Subcontractors and material suppliers are paid with monies you give him. Also, if you are financing the project your lender or Title company may help track your payouts and answer questions.
    c. It is not likely that a lien will be released or "Satisfied" without payment to the lien holder. An attorney should be retained to determine if all elements of a lien have been done correctly. Upon payment and acceptance of the amount due, the owner has the right to demand a "lien satisfaction" from the lien claimant.
    d. Yes. Anyone who has not been paid for labor, material, equipment or services on your project and has followed other statutory requirements has the right to a construction Lien.
55. Can someone record a construction lien even if I pay my contractor?
    a. A lien is a serious threat to your property title. Aside from the embarrassment and immediate cloud to your title, the party placing the construction lien can petition the court to sell your property at public auction, i.e. Foreclosure, to satisfy the lien.
    b. It is your contractor's legal responsibility to see that his Subcontractors and material suppliers are paid with monies you give him. Also, if you are financing the project your lender or Title company may help track your payouts and answer questions.
    c. It is not likely that a lien will be released or "Satisfied" without payment to the lien holder. An attorney should be retained to determine if all elements of a lien have been done correctly. Upon payment and acceptance of the amount due, the owner has the right to demand a "lien satisfaction" from the lien claimant.
    d. Yes. Anyone who has not been paid for labor, material, equipment or services on your project and has followed other statutory requirements has the right to a construction Lien.
56. What are the steps to a construction lien?
    a. Anyone that supplies labor, material or expertise onto your property and doesn't get properly paid. This includes the builder, electrician, plumber, excavator, carpenter, drywaller, mason, painter, roofer, architect, landscaper, etc., and their suppliers.
    b. The Preliminary Notice is usually the first requirement of a Construction lien. If proper payment is not received, then a warning letter, Notice of Intent to Lien, must be provided to the property owner before a Construction lien can be recorded. (Editor's note: Some states do not require a warning Notice before a lien is recorded).
    c. Make sure you get lien waivers from your contractor and his subs and material suppliers for all monies you pay out in the course of your project.
    d. A lien waiver states that the party signing the document waives or releases their lien rights against the property. These waivers can be partial or full waivers of lien rights depending on the amount they received and the value of their contribution to the project.
    e. A construction lien is a legal instrument and public record that states there is a valid, unpaid debt against the specific real estate named. The possibility of a lien arises whenever improvements are made to real estate in the course of construction or remodeling projects.

57. Who has the right to lien my property?
    a. Anyone that supplies labor, material or expertise onto your property and doesn't get properly paid. This includes the builder, electrician, plumber, excavator, carpenter, drywaller, mason, painter, roofer, architect, landscaper, etc., and their suppliers.
    b. The Preliminary Notice is usually the first requirement of a Construction lien. If proper payment is not received, then a warning letter, Notice of Intent to Lien, must be provided to the property owner before a Construction lien can be recorded. (Editor's note: Some states do not require a warning Notice before a lien is recorded).
    c. Make sure you get lien waivers from your contractor and his subs and material suppliers for all monies you pay out in the course of your project.
    d. A lien waiver states that the party signing the document waives or releases their lien rights against the property. These waivers can be partial or full waivers of lien rights depending on the amount they received and the value of their contribution to the project.
    e. A construction lien is a legal instrument and public record that states there is a valid, unpaid debt against the specific real estate named. The possibility of a lien arises whenever improvements are made to real estate in the course of construction or remodeling projects.
58. What else can I do to protect myself?
    a. Anyone that supplies labor, material or expertise onto your property and doesn't get properly paid. This includes the builder, electrician, plumber, excavator, carpenter, drywaller, mason, painter, roofer, architect, landscaper, etc., and their suppliers.
    b. The Preliminary Notice is usually the first requirement of a Construction lien. If proper payment is not received, then a warning letter, Notice of Intent to Lien, must be provided to the property owner before a Construction lien can be recorded. (Editor's note: Some states do not require a warning Notice before a lien is recorded).
    c. Make sure you get lien waivers from your contractor and his subs and material suppliers for all monies you pay out in the course of your project.
    d. A lien waiver states that the party signing the document waives or releases their lien rights against the property. These waivers can be partial or full waivers of lien rights depending on the amount they received and the value of their contribution to the project.
    e. A construction lien is a legal instrument and public record that states there is a valid, unpaid debt against the specific real estate named. The possibility of a lien arises whenever improvements are made to real estate in the course of construction or remodeling projects.
59. What is a lien waiver?
    a. Anyone that supplies labor, material or expertise onto your property and doesn't get properly paid. This includes the builder, electrician, plumber, excavator, carpenter, drywaller, mason, painter, roofer, architect, landscaper, etc., and their suppliers.
    b. The Preliminary Notice is usually the first requirement of a Construction lien. If proper payment is not received, then a warning letter, Notice of Intent to Lien, must be provided to the property owner before a Construction lien can be recorded. (Editor's note: Some states do not require a warning Notice before a lien is recorded).
    c. Make sure you get lien waivers from your contractor and his subs and material suppliers for all monies you pay out in the course of your project.
    d. A lien waiver states that the party signing the document waives or releases their lien rights against the property. These waivers can be partial or full waivers of lien rights depending on the amount they received and the value of their contribution to the project.
    e. A construction lien is a legal instrument and public record that states there is a valid, unpaid debt against the specific real estate named. The possibility of a lien arises whenever improvements are made to real estate in the course of construction or remodeling projects.
60. What is a Construction Lien?
    a. Anyone that supplies labor, material or expertise onto your property and doesn't get properly paid. This includes the builder, electrician, plumber, excavator, carpenter, drywaller, mason, painter, roofer, architect, landscaper, etc., and their suppliers.
    b. The Preliminary Notice is usually the first requirement of a Construction lien. If proper payment is not received, then a warning letter, Notice of Intent to Lien, must be provided to the property owner before a

Construction lien can be recorded. (Editor's note: Some states do not require a warning Notice before a lien is recorded).
c. Make sure you get lien waivers from your contractor and his subs and material suppliers for all monies you pay out in the course of your project.
d. A lien waiver states that the party signing the document waives or releases their lien rights against the property. These waivers can be partial or full waivers of lien rights depending on the amount they received and the value of their contribution to the project.
e. A construction lien is a legal instrument and public record that states there is a valid, unpaid debt against the specific real estate named. The possibility of a lien arises whenever improvements are made to real estate in the course of construction or remodeling projects.

## ATPC110 (Home Improvement Quiz) Answer Sheet

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | a | b | c | d | 21 | a | b | c | d | 41 | a | b | c | d | |
| 2 | a | b | c | d | 22 | a | b | c | d | 42 | a | b | c | d | |
| 3 | a | b | c | d | 23 | a | b | c | d | 43 | a | b | c | d | |
| 4 | a | b | c | d | 24 | a | b | c | d | 44 | a | b | c | d | |
| 5 | a | b | c | d | 25 | a | b | c | d | 45 | a | b | c | d | |
| 6 | a | b | c | d | 26 | a | b | c | d | 46 | a | b | c | d | |
| 7 | a | b | c | d | 27 | a | b | c | d | 47 | a | b | c | d | |
| 8 | a | b | c | d | 28 | a | b | c | d | 48 | a | b | c | d | |
| 9 | a | b | c | d | 29 | a | b | c | d | 49 | a | b | c | d | |
| 10 | a | b | c | d | 30 | a | b | c | d | 50 | a | b | c | d | |
| 11 | a | b | c | d | 31 | a | b | c | d | 51 | a | b | c | d | |
| 12 | a | b | c | d | 32 | a | b | c | d | 52 | a | b | c | d | |
| 13 | a | b | c | d | 33 | a | b | c | d | 53 | a | b | c | d | |
| 14 | a | b | c | d | 34 | a | b | c | d | 54 | a | b | c | d | |
| 15 | a | b | c | d | 35 | a | b | c | d | 55 | a | b | c | d | |
| 16 | a | b | c | d | 36 | a | b | c | d | 56 | a | b | c | d | e |
| 17 | a | b | c | d | 37 | a | b | c | d | 57 | a | b | c | d | e |
| 18 | a | b | c | d | 38 | a | b | c | d | 58 | a | b | c | d | e |
| 19 | a | b | c | d | 39 | a | b | c | d | 59 | a | b | c | d | e |
| 20 | a | b | c | d | 40 | a | b | c | d | 60 | a | b | c | d | e |

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