Qualifier Lien Law Quiz

1. Print these pages. $60
2. Answer the simple question that follow the easy to follow mini-sections.
3. Circle the correct answers and transfer to the answer sheets on last pages.
4. Page down to the last page for the verification forms, answer sheets and mailing instructions.

This 6-hour course is approved for:
1. Dwelling Contractor Qualifier Certification.
2. Part of: Initial Qualifier-Dwelling Contractor Qualifier Certification. (12 total hours required)

Use this information to answer the below multiple choose questions

Every owner with a construction or remodeling project of any size or scope undertaken on their property should know about lien laws and how they may impact the project. For most jobs, initial lien laws procedures are simply a state required formality for consumer and contractor protection. **But, serious consequences can arise if lien rights are disregarded.**

Construction Liens are an early American legal innovation Thomas Jefferson and James Madison first created in 1791 to encourage building in Washington D.C., and since that time, virtually every state has enacted some kind of lien statutes. These laws were enacted to help protect honest workmen and material suppliers who, for one reason or another don't receive payment. Lien laws are designed to prevent a property owner from getting the benefit of the work or materials without paying for them.

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.

Use the above information to answer questions 1-12 below.

1. What else can I do to protect myself?

a. 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.

b. 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.

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. 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).

2. What is a lien waiver?

a. 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.

b. 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.
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. 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).

3. Who has the right to lien my property?

a. 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.
b. 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.
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. 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).

4. What are the steps to a construction lien?

a. 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.
b. 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.
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. 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).

5. What is a construction lien?

a. 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.
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. 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.
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.

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

a. 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.
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. 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.
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.

7. What happens if a lien is placed against my property?

a. 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.
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. 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.
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.

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

a. 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.
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. 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.
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.

9. How do I remove a construction lien from my property?

a. 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.
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. 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.
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.

10. Lien laws were enacted to help protect _____ and _____ who, for one reason or another don't receive payment.

a. contractor
b. honest workmen
c. material suppliers
d. both b and c

11. Lien laws are designed to prevent a property owner from getting the benefit of the work or materials without paying for them.

a. true
b. false

12. Every owner with a construction or remodeling project of any size or scope undertaken on their property should know about lien laws and how they may impact the project.

a. true
b. false

CONSTRUCTION LIEN PROCEDURES

The "LIEN NOTICE" form must be sent to the owner of the property by a sub-contractor (someone hired by a prime contractor), within 60 days after furnishing first labor or materials on the property. This Notice is not required to be sent to the owner by a prime contractor or on commercial buildings over 10,000 sq ft. See 779.02, Wis. Stats.

The "NOTICE OF INTENTION TO FILE CLAIM FOR LIEN" must be sent to the owner of the property if the sub-contractor did not get paid. This notice must be sent 30 days prior to filing a "CLAIM FOR LIEN" with the Clerk of Court.

The "CLAIM FOR LIEN" must be filed with copies of the "LIEN NOTICE" and "NOTICE OF INTENT TO FILE CLAIM FOR LIEN" and proof of service of those documents on the property owner.

A. Construction lien law is contained in Ch. 779, Wis. Stats.

B. The following persons have lien rights:

1. A prime contractor.
2. A person who contracts directly with a land owner.
3. A person who provides labor or materials for the construction (a subcontractor, or a laborer or mechanic employed by a prime contractor or subcontractor).

C. In order for a person to exercise these rights, the following must happen first (exceptions to this are contained in paragraph D):

1. A prime contractor must notify the land owner in writing that: (1) he/she; (2) any person who contracts directly with the landowner; and, (3) any person who gives the land owner notice of his/her rights within 60 days after they first furnish labor or materials for the construction have lien rights. The language of the notice is contained in sec. 779.02(2)(a); and,
2. Any person other than the prime contractor who furnishes labor or materials for the construction gives written notice of his/her lien rights to the land owner within 60 days after first furnishing labor or materials. The language of the notice is contained in sec. 779.02(2)(b).

D. The notices of lien rights identified in paragraph C are not required to be given by:

1. Any laborer or mechanic employed by any prime contractor or subcontractor.
2. Any lien claimant other than a prime contractor who has contracted directly with the owner for the work or materials furnished.
3. Any lien claimant furnishing labor or materials for an improvement where:

a) more than 4 family living units are to be provided or added, if the improvement is wholly residential in character; or

b) more than 10,000 total usable square feet of floor space is to be provided or added, if the improvement is partly or wholly nonresidential in character.

4. Any prime contractor who is personally an owner of the land to be improved, by any corporate prime contractor of which an owner of the land is an officer or controlling shareholder, by any prime contractor

who is an officer or controlling shareholder of a corporation which is an owner of the land, or by any corporate prime contractor managed or controlled by substantially the same persons who manage or control a corporation which is an owner of the land.
5. By any lien claimant, other than a prime contractor, who furnishes labor or materials for an improvement on a project on which the prime contractor is not required to give a notice of lien rights.

13. The "LIEN NOTICE" form must be sent to the owner of the property by a sub-contractor (someone hired by a prime contractor), within ___ days after furnishing first labor or materials on the property.

a. 10
b. 30
c. 60
d. none of the above

14. This Notice is not required to be sent to the owner by a prime contractor or on commercial buildings over _____ sq ft. See 779.02, Wis. Stats.

a. 500
b. 5,000
c. 1,000
d. 10,000

15. The "NOTICE OF INTENTION TO FILE CLAIM FOR LIEN" must be sent to the owner of the property if the sub-contractor did not get paid. This notice must be sent ____days prior to filing a "CLAIM FOR LIEN" with the Clerk of Court.

a. 10
b. 30
c. 60
d. none of the above

16. The "CLAIM FOR LIEN" must be filed with copies of the "LIEN NOTICE".

a. true
b. false

17. The "CLAIM FOR LIEN" must be filed with copies of the "NOTICE OF INTENT TO FILE CLAIM FOR LIEN".

a. true
b. false

18. The "CLAIM FOR LIEN" must be filed with copies of the proof of service of those documents on the property owner.

a. true
b. false

19. Construction lien law is contained in Ch. 779, Wis. Stats.

a. true
b. false

20. The following person has lien rights: A prime contractor.

a. true
b. false

21. The following person has lien rights: A person who contracts directly with a lending institute.

a. true
b. false

22. The following person has lien rights: A person who provides labor or materials for the construction (a subcontractor, or a laborer or mechanic employed by a prime contractor or lending institute).

a. true
b. false

23. In order for a person to exercise these rights, the following must happen first (exceptions to this are contained in paragraph D): 1. A prime contractor must notify the land owner in writing that: (1) he/she; (2) any person who contracts directly with the landowner; and, (3) any person who gives the land owner notice of his/her rights within 30 days after they first furnish labor or materials for the construction have lien rights. The language of the notice is contained in sec. 779.02(2)(a);

a. true
b. false

24. In order for a person to exercise these rights, the following must happen first (exceptions to this are contained in paragraph D): Any person other than the prime contractor who furnishes labor or materials for the construction gives written notice of his/her lien rights to the land owner within 30 days after first furnishing labor or materials. The language of the notice is contained in sec. 779.02(2)(b).

a. true
b. false

D. The notices of lien rights identified in paragraph C are not required to be given by:
1. Any laborer or mechanic employed by any prime contractor or subcontractor.
2. Any lien claimant other than a prime contractor who has contracted directly with the owner for the work or materials furnished.
3. Any lien claimant furnishing labor or materials for an improvement where:
a) more than 4 family living units are to be provided or added, if the improvement is wholly residential in character; or
b) more than 10,000 total usable square feet of floor space is to be provided or added, if the improvement is partly or wholly nonresidential in character.
4. Any prime contractor who is personally an owner of the land to be improved, by any corporate prime contractor of which an owner of the land is an officer or controlling shareholder, by any prime contractor who is an officer or controlling shareholder of a corporation which is an owner of the land, or by any corporate prime contractor managed or controlled by substantially the same persons who manage or control a corporation which is an owner of the land.
5. By any lien claimant, other than a prime contractor, who furnishes labor or materials for an improvement on a project on which the prime contractor is not required to give a notice of lien rights.

25. The notices of lien rights identified in paragraph C are not required to be given by: 1. Any laborer or mechanic employed by any lending institution.

a. true
b. false

26. The notices of lien rights identified in paragraph C are not required to be given by: 2. Any lien claimant other than a prime contractor who has contracted directly with the owner for the work or materials furnished.

a. true
b. false

27. The notices of lien rights identified in paragraph C are not required to be given by: Any lien claimant furnishing labor or materials for an improvement where: a) more than 6 family living units are to be provided or added, if the improvement is wholly residential in character.

a. true
b. false

28. The notices of lien rights identified in paragraph C are not required to be given by: Any lien claimant furnishing labor or materials for an improvement where: b) more than 1,000 total usable square feet of floor space is to be provided or added, if the improvement is partly or wholly nonresidential in character.

a. true
b. false

29. The notices of lien rights identified in paragraph C are required to be given by: Any prime contractor who is personally an owner of the land to be improved, by any corporate prime contractor of which an owner of the land is an officer or controlling shareholder, by any prime contractor who is an officer or controlling shareholder of a corporation which is an owner of the land, or by any corporate prime contractor managed or controlled by substantially the same persons who manage or control a corporation which is an owner of the land.

a. true
b. false

E. If a person desires to enforce lien rights, he/she must serve on the land owner, at least 30 days before filing a claim for lien, a written Notice of Intention to File Claim for Lien. This is required regardless of whether the person was required to give notice of lien rights under paragraph C. See sec. 779.06(2), Stats.

30. If a person desires to enforce lien rights, he/she must serve on the _____ .

a. contractor
b. sub contractor
c. land owner
d. none of the above

31. If a person desires to enforce lien rights, he/she must serve at least ____ days before filing a claim for lien.

a. 10
b. 30
c. 60
d. none of the above

32. This is required regardless of whether the person was required to give notice of lien rights under paragraph C. See sec. 779.06(2), Stats.

a. true
b. false

F. After the Notice of Intention to File Claim for Lien is served on the land owner, a Claim for Lien shall be filed in the Clerk of Court's office. It must be filed within 6 months from the date the lien claimant furnished the last labor or materials on the improvement. The Claim for Lien shall have attached to it a copy of any notice of lien rights given under Paragraph C and a copy of the Notice of Intent to File Claim for Lien. See sec. 779.06(1)8(3), Stats. The required filing fee to be paid to the Clerk of Court is $5.00.

33. After the Notice of Intention to File Claim for Lien is served on the land owner, a Claim for Lien shall be filed in the Clerk of Court's office.

a. Small claims court
b. Register of Deeds
c. Clerk of Court’s office
d. all of the above

34. It must be filed within ___ months from the date the lien claimant furnished the last labor or materials on the improvement.

a. 3
b. 4
c. 6
d. 12

The Claim for Lien form must contain the following information:

1. A statement of the contract or demand upon which it is founded. Typically, this is a statement that the claimant performed a certain type of work for the owner at the direction of the owner or the owner's agent.
2. The name of the person against whom the claim is made.
3. The name of the claimant and any assignee.
4. The last date on which the claimant performed any labor or furnished any materials on the job (within 6 months of filing the claim with the Clerk's office).
5. A.1egal description of the property against which the lien is claimed.
6. A statement of the amount claimed and other material facts.
7. The signature of the claimant or the claimant's attorney.

Use the above information to fill in the blank with the correct answer.

Question? What seven items are required for the Claim of Lien form? (fill in the blank)

35. _____

_____

_____

36._____

_____

37._____

_____

38. _____

_____

_____

39. _____

_____

40._____

_____

41._____

_____

779.01 Construction liens. (1) NAME OF LAW. This subchapter may be referred to as the construction lien law.
(2) DEFINITIONS. In this subchapter unless the context or subject matter requires otherwise:
(a) **"**Improve" or "improvement" includes any building, structure, erection, fixture, demolition, alteration, excavation, filling, grading, tiling, planting, clearing, landscaping, repairing, or remodeling which is built, erected, made or done on or to land for its benefit. This enumeration is intended as an extension rather than a limitation of the normal meaning and scope of "improve" and "improvement". (am) **"**Labor**"** includes any wages and related contributions for state employment taxes, worker's compensation and unemployment compensation insurance, and other fringe benefits.
(b) **"**Lien claimant**"** means any person who claims a lien under this section pursuant to a contract for improvement of land entered into by an owner of the land. (bm) **"**Materials**"** includes any construction materials, supplies, tools, fixtures, equipment, machinery, vehicles, fuel, and energy.
(c**) "**Owner**"** means the owner of any interest in land who, personally or through an agent, enters into a contract, express or implied, for the improvement of the land. Agency will be presumed, in the absence of clear and convincing evidence to the contrary, between employer and employee, between spouses, between joint tenants and among tenants in common, but there shall be a similar presumption against agency in all other cases.
(d) "Prime contractor" means any of the following:
1. A person, other than a laborer, but including an architect, professional engineer, construction manager, surveyor, or other service provider, employed by the owner, who enters into a contract with an owner of land who is not personally the prime contractor as defined in subd. 2. to improve the land, or who takes over from a prime contractor the uncompleted contract.
2. An owner of land who acts personally as prime contractor in improving such land.
(e) **"**Serve" or "served**"** means personal delivery, delivery by registered or certified mail, service in a manner described for service of a summons under s. 801.14, or any other means of delivery in which the recipient makes written confirmation of the delivery; except that in s. 779.15, with respect to serving the state, "serve" or "served" means delivery by registered or certified mail.

42. "Prime Contractor" means any of the following:

a. A person, other than a laborer, but including an architect, professional engineer, construction manager, surveyor, or other service provider, employed by the owner, who enters into a contract with an owner of land who is not personally the prime contractor as defined in subd. 2. to improve the land, or who takes over from a prime contractor the uncompleted contract.
b. An owner of land who acts personally as prime contractor in improving such land.
c. both a & b
d. neither a & b

43. **"**_____" includes any building, structure, erection, fixture, demolition, alteration, excavation, filling, grading, tiling, planting, clearing, landscaping, repairing, or remodeling which is built, erected, made or done on or to land for its benefit. This enumeration is intended as an extension rather than a limitation of the normal meaning and scope of "improve" and "improvement".

a. improve
b. improvement
c. materials
d. both a & b

44. **"**_____**"** includes any construction materials, supplies, tools, fixtures, equipment, machinery, vehicles, fuel, and energy.

a. improve
b. improvement
c. materials
d. both a & b

45. "_____**"** includes any wages and related contributions for state employment taxes, worker's compensation and unemployment compensation insurance, and other fringe benefits.

a. improve
b. improvement
c. materials
d. Labor

46. "_____**"** means the owner of any interest in land who, personally or through an agent, enters into a contract, express or implied, for the improvement of the land. Agency will be presumed, in the absence of clear and convincing evidence to the contrary, between employer and employee, between spouses, between joint tenants and among tenants in common, but there shall be a similar presumption against agency in all other cases.

a. Owner
b. Lien Claimant
c. serve
d. served

47. "_____**"** means any person who claims a lien under this section pursuant to a contract for improvement of land entered into by an owner of the land.

a. Owner
b. Lien Claimant
c. serve
d. served

48. **"**_____**"** means personal delivery, delivery by registered or certified mail, service in a manner described for service of a summons under s. 801.14, or any other means of delivery in which the recipient makes written confirmation of the delivery; except that in s. 779.15, with respect to serving the state, "serve" or "served" means delivery by registered or certified mail.

a. both c & d
b. Lien Claimant
c. serve
d. served

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(3) EXTENT AND CHARACTER OF LIEN. Any person who performs, furnishes, or procures any work, labor, service, materials, plans, or specifications, used or consumed for the improvement of land, and who complies with s. 779.02, shall have a lien therefor on all interests in the land belonging to its owners. The lien extends to all contiguous land of the owner, but if the improvement is located wholly on one or more platted lots belonging to the owner, the lien applies only to the lots on which the improvement is located.

49. If the improvement is located wholly on one or more platted lots belonging to the owner, the lien applies only to the lots on which the improvement is located.

a. true
b. false

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(4) PRIORITY OF CONSTRUCTION LIEN. The lien provided in sub. (3) shall be prior to any lien which originates subsequent to the visible commencement in place of the work of improvement, except as otherwise provided by ss. 215.21 (4) (a), 292.31 (8) (i), 292.81 and 706.11 (1) and (1m). When new construction is the principal improvement involved, commencement is considered to occur no earlier than the beginning of substantial excavation for the foundations, footings or base of the new construction, except where the new construction is to be added to a substantial existing structure, in which case the commencement is the time of the beginning of substantial excavation or the time of the beginning of substantial preparation of the existing structure to receive the added new construction, whichever is earlier. The lien also shall be prior to any unrecorded mortgage given prior to the commencement

of the work of improvement, if the lien claimant has no actual notice of the mortgage before the commencement. Lien claimants who perform, furnish, or procure any labor, services, materials, plans, or specifications for an improvement prior to the visible commencement of the work of improvement shall have lien rights, but shall have only the priority accorded to other lien claimants.

50. When new construction is the principal improvement involved, commencement is considered to occur after the excavation for the foundations, footings or base of the new construction.

a. true
b. false

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(5) ASSIGNMENT OF LIEN, GARNISHMENT. Assignment of a claim or right to a lien or any part thereof by a prime contractor, or garnishment by the creditor of a prime contractor, subcontractor, supplier, service provider, laborer or mechanic, shall not operate to compel the owner, prime contractor, subcontractor, supplier, or service provider to pay the assignee or creditor until the lien claims of subcontractors, suppliers, service providers, and laborers under this subchapter have either been paid in full, matured by notice and filing or expired. If such claims become liens, the owner, prime contractor, subcontractor, supplier, or service provider shall be compelled to pay such assignee or creditor only what remains due in excess of such liens.

51. If such claims become liens, the owner, prime contractor, subcontractor, supplier, or service provider shall be compelled to pay such assignee or creditor only what remains due in excess of such liens.

a. true
b. false

779.02 Notice required to preserve lien rights; exceptions; saving clause; obligations of contractors.
(1) EXCEPTIONS TO NOTICE REQUIREMENT. The notice required to be given by lien claimants under sub. (2) shall not be required to be given in the following cases only:
(a) By any laborer or mechanic employed by any prime contractor or subcontractor.
(b) By any lien claimant who has contracted directly with the owner for the labor, services, materials, plans, or specifications performed, furnished, or procured, unless the claimant is a prime contractor subject to the notice requirement of sub. (2) (a).
(c) By any lien claimant performing, furnishing, or procuring labor, services, materials, plans, or specifications for an improvement in any case where more than 4 family living units are to be provided or added by such work of improvement, if the improvement is wholly residential in character, or in any case where the improvement is partly or wholly nonresidential in character.
(d) By any prime contractor who is personally an owner of the land to be improved, by any corporate prime contractor of which an owner of the land is an officer or controlling shareholder, by any prime contractor who is an officer or controlling shareholder of a corporation which is an owner of the land or by any corporate prime contractor managed or controlled by substantially the same persons who manage or control a corporation which is an owner of the land.
(e) By any lien claimant, other than a prime contractor, who performs, furnishes, or procures labor, services, materials, plans, or specifications for an improvement on a project on which the prime contractor is not required to give notice under this section.

52. The notice required to be given by lien claimants under sub. (2) shall be required to be given by any laborer or mechanic employed by any prime contractor or subcontractor.

a. true
b. false

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(2) NOTICE TO OWNER, LENDER, AND SUPPLIER. (a) Every prime contractor who enters into a contract with the owner for a work of improvement on the owner's land and who has contracted or will contract with any subcontractors, suppliers, or service providers to perform, furnish, or procure labor, services, materials, plans, or specifications for the work of improvement shall include in any written contract with the owner the notice required by this paragraph, and shall provide the owner with a copy of the written contract. If no written contract for the work of improvement is entered into, the notice shall be prepared separately and served on the owner or authorized agent within 10 days after the first labor, services, materials, plans, or specifications are performed, furnished, or procured for the improvement by or pursuant to the authority of the prime contractor. The notice, whether included in a written contract or separately given, shall be in at least 8−point bold type, if printed, or in capital letters, if typewritten. It shall be in substantially the following language: "As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid".

(b) Every person other than a prime contractor who performs, furnishes, or procures labor, materials, plans, or specifications for an improvement shall have the lien and remedy under this subchapter only if within 60 days after performing, furnishing, or procuring the first labor, services, materials, plans, or specifications the person serves a written notice, in 2 signed copies, on the owner or authorized agent at the last−known post−office address. The owner or agent shall provide a copy of the notice received, within 10 days after receipt, to any mortgage lender who is furnishing or is to furnish funds for construction of the improvement to which the notice relates. The notice to the owner shall be in substantially the following language, with blanks accurately filled in: "As a part of your construction contract, your prime contractor or claimant has already advised you that those who perform, furnish, or procure labor, services, materials, plans, or specifications for the work will be notifying you. The undersigned first performed, furnished, or procured labor, services, materials, plans, or specifications on .... (give date) for the improvement now under construction on your real estate at .... (give legal description, street address or other clear description). Please give your mortgage lender the extra copy of this notice within 10 days after you receive this, so your lender, too, will know that the undersigned is included in the job".

(c) If any prime contractor required to give the notice prescribed in par. (a) fails to give notice as required, the prime contractor does not have the lien and remedy provided by this subchapter unless the prime contractor pays all of the prime contractor's obligations to its subcontractors, suppliers, and service providers in respect to the work of improvement within the time periods under s. 779.06 and until the time for notice under par. (b) has elapsed and either none of its subcontractors, suppliers, or service providers gives notice as a lien claimant under par.

(b) or all of its subcontractors, suppliers, and service providers have waived all lien rights in full under s. 779.05.

(d) Every mortgage lender making an improvement or construction loan shall make reasonable inquiry of the owner as to whether any notices required by this subsection have been given. A lender is not required to pay out any loan proceeds unless or until the prime contractor has given any notice required of the prime contractor by this subsection.

(e) If the owner or lender complains of any insufficiency of any notice, the burden of proof is upon the owner or lender to show that he or she has been misled or deceived by the insufficiency. If there is more

than one owner, giving the notice required to any one owner or authorized agent is sufficient. In addition, every prime contractor and subcontractor, at the time of purchasing or contracting for any materials to be used in any of the cases enumerated in s. 779.01, shall upon request deliver to the supplier a description of the real estate upon which the materials are to be used and the name and post−office address of the owner and authorized agent, if any. Failure to receive such description and name and address does not relieve a supplier who asserts a lien from the requirement of giving timely notice.

53. Every prime contractor who enters into a contract with the owner for a work of improvement on the owner's land and who has contracted or will contract with any subcontractors, suppliers, or service providers to perform, furnish, or procure labor, services, materials, plans, or specifications for the work of improvement shall include in any written contract with the owner the notice required by this paragraph, and may provide the owner with a copy of the written contract.

a. true
b. false

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(3) FAILURE TO GIVE NOTICE; SAVING CLAUSE. Any lien claimant, other than the prime contractor, who fails to give a notice as required by sub. (2) (b) shall have no lien on the land or improvement to which the failure relates. Any claimant who serves a late but otherwise proper notice on the owner or authorized agent shall have the lien provided by s. 779.01 for any labor, services, materials, plans, or specifications performed, furnished, or procured after the late notice is actually received by the owner. The burden of proving that labor, services, materials, plans, or specifications for which a lien is claimed were furnished after that date is on the lien claimant.

54. The burden of proving that labor, services, materials, plans, or specifications for which a lien is claimed were furnished after that date is on the _____ .

a. lien claimant
b. sub contractor
c. land owner
d. none of the above

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(4) NOTICE AND FILING REQUIREMENTS IN S. 779.06 UNAFFECTED.
Nothing in this section shall be construed to relieve any lien claimant of the notice and filing requirements under s. 779.06.
(5) THEFT BY CONTRACTORS. The proceeds of any mortgage on land paid to any prime contractor or any subcontractor for improvements upon the mortgaged premises, and all moneys paid to any prime contractor or subcontractor by any owner for improvements, constitute a trust fund only in the hands of the prime contractor or subcontractor to the amount of all claims due or to become due or owing from the prime contractor or subcontractor for labor, services, materials, plans, and specifications used for the improvements, until all the claims have been paid, and shall not be a trust fund in the hands of any other person. The use of any such moneys by any prime contractor or subcontractor for any other purpose until all claims, except those which are the subject of a bona fide dispute and then only to the extent of the amount actually in dispute, have been paid in full or proportionally in cases of a deficiency, is theft by the prime contractor or subcontractor of moneys so misappropriated and is punishable under s. 943.20. If the prime contractor or subcontractor is a corporation, limited liability company, or other legal entity other than a sole proprietorship, such misappropriation also shall be deemed theft by any officers, directors, members, partners, or agents responsible for the misappropriation. Any of such misappropriated moneys which have been received as salary, dividend, loan repayment, capital distribution or otherwise by any shareholder, member, or partner not responsible for the misappropriation shall be a civil liability of that person and may be recovered and restored to the trust fund specified in this subsection by action

brought by any interested party for that purpose. Except as provided in this subsection, this section does not create a civil cause of action against any person other than the prime contractor or subcontractor to whom such moneys are paid. Until all claims are paid in full, have matured by notice and filing or have expired, such proceeds and moneys shall not be subject to garnishment, execution, levy or attachment.

55. If the prime contractor or subcontractor is a corporation, limited liability company, or other legal entity other than a sole proprietorship, such misappropriation also shall be deemed theft by any _____responsible for the misappropriation.

a. officers
b. directors
c. members
d. partners
e. agents
f. all of the above
g. none of the above

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(6) PRIME CONTRACTORS TO DEFEND LIEN ACTIONS. Where a lien is filed under this subchapter by any person other than the prime contractor, the prime contractor shall defend any action thereon at personal expense, and during the pendency of the action the owner may withhold from the prime contractor the amount for which the lien was filed and sufficient to defray the costs of the action. In case of judgment against the owner, the owner may deduct from any amount due to the prime contractor the amount of the judgment and if the judgment exceeds the amount due, the owner may recover the difference from the prime contractor. This subsection does not apply if the lien is the result of the failure of the owner to pay the prime contractor.

56. In case of judgment against the owner, the owner may deduct from any amount due to the prime contractor the amount of the judgment.

a. true
b. false

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(7) WRONGFUL USE OF MATERIALS. Any prime contractor or any subcontractor furnishing materials who purchases materials on credit and represents at the time of making the purchase that the materials are to be used in a designated building or other improvement and thereafter uses or causes them to be used in the construction of any improvement other than that designated, without the written consent of the seller, may be fined not more than $300 or imprisoned not more than 3 months.

57. It is legal for any prime contractor or any subcontractor furnishing materials who purchases materials on credit and represents at the time of making the purchase that the materials are to be used in a designated building or other improvement and thereafter uses or causes them to be used in the construction of any improvement other than that designated.

a. true
b. false

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(8) WAGE PAYMENTS TO LABORER APPLY TO EARLIER WORK. In any situation where a laborer or mechanic employed by any prime contractor or subcontractor has wage payments due and has worked on more than one improvement for the employer during the period for which the wages are due, and a payment of less than all wages due is made, the payment is deemed to apply to the unpaid work in chronological sequence starting with the earliest unpaid time, unless the laborer agrees in shall be applied in a different way.

58. The payment is deemed to apply to the unpaid work in chronological sequence starting with the _____ unpaid time, unless the laborer agrees in shall be applied in a different way.

a. latest
b. earliest
c. agreed to apply differently
d. both b & c

779.03 Lien valid unless waived by claimant personally, or unless payment bond furnished. (1) NO AGREEMENT BY OTHER THAN CLAIMANT MAY INVALIDATE LIEN. Subject to s. 779.05, a lien claimant may waive the lien given by s. 779.01 by a writing signed by the lien claimant, but no action by nor agreement between any other persons shall invalidate the lien, other than payment in full to the claimant for the labor, services, materials, plans, or specifications to which the lien claim relates. (2) PAYMENT BOND MAY ELIMINATE LIEN RIGHTS. In any case where the prime contractor, pursuant to agreement with the owner, has furnished a payment bond under s. 779.035, all liens provided by s. 779.01 except those of any prime contractor do not exist, ss. 779.02 (1) to (4) and (6) and 779.06 do not apply and all claimants who have no lien shall follow the requirements and procedures specified in ss. 779.035 and 779.036.

59. Payment in full to the claimant for the labor, services, materials, plans, or specifications to which the lien claim relates shall invalidate the lien.

a. true
b. false

779.035 Form of contract; payment bond; remedy. (1) To eliminate lien rights as provided in s. 779.03 (2), the contract between the owner and the prime contractor for the construction of the improvement shall contain a provision for the payment by the prime contractor of all claims for labor, services, materials, plans, or specifications performed, furnished, procured, used, or consumed, except plans or specifications furnished by the architect, professional engineer or surveyor employed by the owner, in making such improvement and performing the work of improvement. The contract shall not be effective to eliminate lien rights unless the prime contractor gives a bond issued by a surety company licensed to do business in this state. The bond shall carry a penalty for unpaid claims of not less than the contract price, and shall be conditioned for the payment to every person entitled thereto of all the claims for labor, services, materials, plans, and specifications performed, furnished, or procured under the contract and subsequent amendments thereto, to be used or consumed in making the improvement or performing the work of improvement as provided in the contract and subsequent amendments thereto. The bond shall be approved by the owner and by any mortgage lender furnishing funds for the construction of the improvement. No assignment, modification or change in the contract, or change in the work covered thereby, or any extension of time for completion of the contract shall release the sureties on the bond.

60. The contract shall be effective to eliminate lien rights unless the prime contractor gives a bond issued by a surety company licensed to do business in this state.

a. true
b. false

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(2) (a) Except as provided in par. (b), any party in interest may, not later than one year after the completion of the contract for the construction of the improvement, maintain an action in his or her own name against the prime contractor and the sureties upon the bond for the recovery of any damages sustained by reason of the failure of the prime contractor to comply with the contract or with the contract between the prime contractor and subcontractors. If the amount realized on the bond is insufficient to

satisfy all of the claims of the parties in full, it shall be distributed among the parties proportionally.
(b) 1. Except as provided in subd. 2., a subcontractor, supplier, or service provider may maintain an action under par. (a) only if the subcontractor, supplier, or service provider has notified the prime contractor in writing that the subcontractor, supplier, or service provider was performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction of the improvement. The notice must be provided no later than 60 days after the date on which the subcontractor, supplier, or service provider first performed, furnished, or procured the labor, services, materials, plans, or specifications.
2. A notice under subd. 1. is not required if any of the following applies:
a. The contract for performing, furnishing, or procuring the labor, services, materials, plans, or specifications does not exceed $5,000.
b. The action is brought by an employee of the prime contractor, the subcontractor or the supplier.
c. The subcontractor, supplier, or service provider is listed in a written contract, or in a document appended to a written contract, between a subcontractor, supplier, or service provider and the prime contractor.

61. (a) Except as provided in par. (b), any party in interest may, not later than _____ after the completion of the contract for the construction of the improvement, maintain an action in his or her own name against the prime contractor and the sureties upon the bond for the recovery of any damages sustained by reason of the failure of the prime contractor to comply with the contract or with the contract between the prime contractor and subcontractors.

a. 3 months
b. 6 months
c. 9 months
d. 12 months

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(3) In any case in which the improvement contract and bond have been prepared and executed pursuant to sub. (1) upon inquiry by any subcontractor, supplier, service provider, laborer, or mechanic performing, furnishing, or procuring labor, services, materials, plans, or specifications for said improvement, the prime contractor and the owner shall so advise the person making the inquiry and shall give the person reasonable opportunity to inspect and examine the contract and bond.

62. The _____ shall so advise the person making the inquiry and shall give the person reasonable opportunity to inspect and examine the contract and bond.

a. prime contractor
b. owner
c. inspector
d. both a and b

779.036 Contracts with payment bond; lien; notice; duty of owner and lender. (1) In any case in which an improvement is constructed or to be constructed pursuant to a contract and payment bond under s. 779.035, any person performing, furnishing, or procuring labor, services, materials, plans, or specifications to be used or consumed in making the improvement, to any prime contractor or subcontractor shall have a lien on the money or other payment due or to become due the prime contractor or subcontractor therefor, if the lienor, before payment is made to the prime contractor or subcontractor, serves a written notice of the lienor's claim on the owner or authorized agent and on any mortgage lender furnishing funds for the construction of the improvement. Upon receipt of the notice, the owner and lender shall assure that a sufficient amount is withheld to pay the claim and, when it is admitted or not disputed by the prime contractor or subcontractor involved or established under sub. (3), shall pay the claim and charge it to the prime contractor or subcontractor as appropriate. Any owner or lender violating this duty shall be liable to the claimant for the damages resulting from the violation.

There shall be no preference among lienors serving such notices.

63. Upon receipt of the notice, the _____ shall assure that a sufficient amount is withheld to pay the claim.

a. owner
b. lender
c. prime contractor
d. both a & b

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(2) A copy of the notice provided in sub. (1) also shall be served by the lienor, within 7 days after service of the notice upon the owner and lender, upon the prime contractor or subcontractor.

64. A copy of the notice provided in sub. (1) also shall be served by the _____, within 7 days after service.

a. prime contractor
b. owner
c. lienor
d. lienee

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(3) If the prime contractor or subcontractor does not dispute the claim by serving written notice on the owner and the lien claimant within 30 days after service of written notice under sub. (2), the amount claimed shall be paid over to the claimant on demand and charged to the prime contractor or subcontractor pursuant to sub. (1). If the prime contractor or subcontractor disputes the claim, the right to a lien and to the moneys in question shall be determined in an action brought by the claimant or the prime contractor or subcontractor. If the action is not brought within 3 months from the time the notice required by sub. (1) is served, the lien rights under this section are barred.
(4) (a) When the total lien claims exceed the sum due the prime contractor or subcontractor concerned and where the prime contractor or subcontractor has not disputed the amounts of the claims filed, the owner with the concurrence of the lender shall determine on a proportional basis who is entitled to the amount being withheld and shall serve a written notice of the determination on all claimants and the prime contractor or subcontractor. Unless an action is commenced by a claimant or by the prime contractor or subcontractor within 20 days after the service of said notice, the money shall be paid out in accordance with the determination and the liability of the owner and lender to any claimant shall cease.
(b) If an action is commenced, all claimants, the owner and the lender shall be made parties. Such action shall be brought within 6 months after completion of the work of improvement or within the time limit prescribed by par. (a), whichever is earlier. (c) Within 10 days after the filing of a certified copy of the judgment in any such action with the owner and lender, the money due the prime contractor or subcontractor shall be paid to the clerk of court to be distributed in accordance with the judgment.

65. If the prime contractor or subcontractor does not dispute the claim by serving written notice on the owner and the lien claimant within _____ days after service of written notice.

a. 10
b. 20
c. 30
d. 60

66. Unless an action is commenced by a claimant or by the prime contractor or subcontractor within ____ days after the service of said notice, the money shall be paid out in accordance with the determination and the liability of the owner and lender to any claimant shall cease.

a. 10
b. 20

c. 30
d. 60

779.04 Claims assignable; notice; prior payment. All claims for liens and right to recover therefor under this subchapter are assignable. Notice in writing of such assignment may be served upon the owner of the property affected and all payments made by the owner before service of such notice shall discharge the debt to the amount paid. The assignee may file petitions for such liens and may bring an action in the assignee's name to enforce the same, subject to the limitations in s. 779.01 (5).

67. The assignee may file _____ for such liens and may bring an action in the assignee's name to enforce the same, subject to the limitations in s. 779.01 (5).

a. grievances
b. a dispute
c. petitions
d. none of the above

779.05 Waivers of lien. (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, or 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, materials, 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.

68. 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. true
b. false

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(2) A promissory note or other evidence of debt given for any lienable claim shall not be deemed a waiver of lien rights unless the note or other instrument is received as payment and expressly declares that receipt thereof is a waiver of lien rights. History**:** 1979 c. 32 s. 57; Stats. 1979 s. 779.05; 2005 a. 204. Public improvement liens under this section are subject to the waiver provision of s. 289.05 (1) [now s. 779.05 (1)]. Since waiver of a public improvement lien disposes of the lien itself, the refiling of a claim for lien after a waiver was a nullity and the fact that the claim was not disputed following refiling did not revive the lien. Druml Co., Inc. v. New Berlin, 78 Wis. 2d 305, 254 N.W.2d 265 (1977). Section 779.135 (1) voids a contract provision that requires a subcontractor to waive its right to a construction lien before it can get paid. Section 779.05 (1) specifically allows a subcontractor who has signed a contract containing a lien waiver provision to refuse to furnish the waiver unless paid in full for the work or material to which the waiver relates. Thus a subcontractor facing a void construction lien waiver contract provision has a choice: it can either tender a lien waiver prior to being paid or refuse to do so until it is paid.

69. A promissory note or other evidence of debt given for any lienable claim shall be deemed a waiver of lien rights unless the note or other instrument is received as payment and expressly declares that receipt thereof is a waiver of lien rights.

a. true
b. false

779.06 Filing claim and beginning action; notice required before filing; contents of claim document.
(1) No lien under s. 779.01 shall exist and no action to enforce a lien under s. 779.01 shall be maintained unless within 6 months from the date the lien claimant performed, furnished, or procured the last labor, services, materials, plans, or specifications, a claim for the lien is filed in the office of the clerk of circuit court of the county in which the lands affected by the lien lie, and unless within 2 years from the date of filing a claim for lien an action is brought and summons and complaint filed. A lien claimant shall serve a copy of the claim for lien on the owner of the property on which the lien is placed within 30 days after filing the claim. A claim for a lien may be filed and entered in the judgment and lien docket, and action brought, notwithstanding the death of the owner of the property affected by the action or of the person with whom the original contract was made, with like effect as if he or she were then living.

70. No lien under s. 779.01 shall exist and no action to enforce a lien under s. 779.01 shall be maintained unless within _____ months from the date the lien claimant performed, furnished, or procured the last labor, services, materials, plans, or specifications, a claim for the lien is filed in the office of the clerk of circuit court of the county.

a. 2
b. 3
c. 6
d. 12

---

(2) No lien claim may be filed or action brought thereon unless, at least 30 days before timely filing of the lien claim, the lien claimant serves on the owner a written notice of intent to file a lien claim. The notice is required to be given whether or not the claimant has been required to and has given a previous notice pursuant to s. 779.02. Such notice shall briefly describe the nature of the claim, its amount and the land and improvement to which it relates.

71. No lien claim may be filed or action brought thereon unless, at least _____ days before timely filing of the lien claim, the lien claimant serves on the owner a written notice of intent to file a lien claim.

a. 10
b. 20
c. 30
d. 60

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(3) Such a claim for lien shall have attached thereto a copy of any notice given in compliance with s. 779.02 and a copy of the notice given in compliance with sub. (2), and shall contain a statement of the contract or demand upon which it is founded, the name of the person against whom the demand is claimed, the name of the claimant and any assignee, the last date of performing, furnishing, or procuring any labor, services, materials, plans, or specifications, a legal description of the property against which the lien is claimed, a statement of the amount claimed and all other material facts in relation thereto. Such claim document shall be signed by the claimant or attorney, need not be verified, and in case of action brought, may be amended, as pleadings are.

72. Such claim document shall be signed by the claimant or attorney, need not be verified, and in case of action brought, may be amended, as pleadings are.

a. true
b. false

779.07 Judgment and lien docket. (1) Every clerk of circuit court shall keep a judgment and lien docket in which shall be entered, immediately upon filing, the proper entries under the appropriate headings specified in this subsection, relative to each claim for lien filed, opposite the names of the persons against whom the lien is claimed. The names shall be entered alphabetically. Each page in the judgment and lien docket shall be divided into 9 columns, with headings in the following sequence to the respective columns, as follows:
(a) Name of person against whom lien is claimed.
(b) Name of claimant or assignee.
(c) Attorney for claimant.
(d) Last date of performing, furnishing, or procuring labor, services, materials, plans, or specifications.
(e) Description of copies of notices attached to claim when filed.
(f) Date and time of filing claim.
(g) Description of property.
(h) Amount claimed.
(i) Satisfaction.
(2) The judgment and lien docket shall be presumptive evidence of the correctness of its entries.

73. Each page in the judgment and lien docket shall be divided into 9 columns, with headings in the following sequence to the respective columns.
a. 6
b. 7
c. 9
d. none of the above

74. The judgment and lien docket may be presumptive evidence of the correctness of its entries
a. true
b. false

779.08 Release of lien; undertaking. (1) The person against whom a lien is claimed or any other interested party may file with the clerk of court in whose office the claim for lien is filed an undertaking executed by a surety to the effect that the person against whom the lien is claimed shall pay the amount of the claim and all costs and damages which may be awarded against that person on account of the lien or in lieu thereof deposit with the clerk of the court a sum of money, certified check or negotiable government bonds in par value equal to 125% of the claim for lien. The court in which any action to foreclose the lien may be brought shall determine any question of sufficiency of the surety if exception is taken thereto by the lien claimant within 10 days after notice of the filing of such undertaking or deposit of other security and may upon notice and upon motion of any party, order any sum of money deposited to be invested. The clerk of court shall remove the lien from the judgment and lien docket upon the court's order approving the surety in substitution for the lien. The depositor shall be entitled to any income from the investments, certified check or negotiable U.S. government bonds deposited and the clerk shall pay the income to the depositor without order when received or, in the case of coupons, as the income becomes due.

75. The clerk of court shall remove the lien from the judgment and lien docket upon the court's order approving the surety in substitution for the lien.
a. judgment
b. lien docket
c. both a & b

d. neither a & b

---

(2) If an undertaking is furnished, it shall be accompanied by the affidavit of the surety which states that the surety is worth, over and above all debts and liabilities in property within this state not exempt from execution, an amount in the aggregate equal to 125% or more of the amount of the claim for lien.

76. If an undertaking is furnished, it shall be accompanied by the affidavit of the surety which states that the surety is worth, over and above all debts and liabilities in property within this state not exempt from execution, an amount in the aggregate equal to _____ or more of the amount of the claim for lien.

a. equal to
b. 100%
c. 125%
d. none of the above

---

(3) The person against whom the lien is claimed or other interested party depositing the security shall cause to be served upon the lien claimant a notice of the filing of the undertaking or deposit of other security and, if an undertaking, a copy thereof, which notice shall state where and when the undertaking was filed or the security was deposited.

77. The person against whom the lien is claimed or other interested party depositing the security shall cause to be served upon the lien claimant a notice of the filing of the _____of other security.

a. undertaking
b. deposit
c. both a & b
d. neither a & b

---

(4) Any action brought after the furnishing of security or pending at the time of the furnishing thereof in accordance with this section shall proceed as if no security had been furnished, except that after the time within which exceptions may be taken to the security, or pursuant to order of the court upon any exception so taken, the clerk shall satisfy the claim for lien of record and discharge any lis pendens filed, and except that the lien thereupon shall attach to the security and the amount adjudged due in the proceeding for foreclosure thereof shall be satisfied out of the security, and the property described in the lien claim shall thenceforth be entirely free of the lien and shall in no way be involved in subsequent proceedings.

78. Any action brought after the furnishing of security or pending at the time of the furnishing thereof in accordance with this section shall proceed as if the security had been furnished

a. true
b. false

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(5) If no action to foreclose the lien is brought within the time specified by s. 779.06 (1), the clerk of circuit court in whose office
the undertaking or other security was filed or deposited shall on
request, and without notice, return the undertaking or security to
the party filing or depositing it.

79. If no action to foreclose the lien is brought within the time specified by s. 779.06 (1), the clerk of circuit court in whose office the undertaking or other security was filed or deposited shall on request, and without notice, return the _____ to the party filing or depositing it.

a. undertaking

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

779.09 Foreclosure of lien; procedure; parties. In the foreclosure of liens mentioned in s. 779.01, ch. 846 shall control as far as applicable unless otherwise provided in this subchapter. All persons having filed claims for liens under s. 779.01 may join as plaintiffs, and if any do not join they may be made defendants. All persons having liens subsequent to such lien may be joined as defendants. If any person who is a proper party is not a party to the action the person may, at any time before judgment, be made a defendant, and any person who after the commencement of the action obtains a lien or becomes a purchaser may, at any time before judgment, be made a defendant.

80. All persons having filed claims for liens under s. 779.01 may join as plaintiffs, and if any do not join they may be made defendants.
a. true
b. false

779.10 Judgment**.** The judgment shall adjudge the amount due to each claimant who is a party to the action. It shall direct that
the interest of the owner in the premises at the commencement of the performing, furnishing, or procuring the labor, services, materials, plans, or specifications for which liens are given and which the owner has since acquired, or so much thereof as is necessary, be sold to satisfy the judgment, and that the proceeds be brought into court with the report of sale to abide the order of the court. If the premises can be sold in parcels without injury to the parties, the court may adjudge that the sale be so made. If the plaintiff fails to establish a lien upon the premises but does establish a right to recover for labor, services, materials, plans, or specifications, the plaintiff may have a judgment against the party liable.

81. If the plaintiff fails to establish a lien upon the premises but does establish a right to
recover for labor, services, materials, plans, or specifications, the plaintiff may have a judgment against the party liable.
a. true
b. false

779.11 Distribution of proceeds of sale. The several claimants whose liens were established in the action shall be paid without priority among themselves. If the sum realized at the sale under s. 779.10 is insufficient after paying the costs of the action and the costs of making the sale to pay the liens in full they shall be paid proportionally.

82. If the sum realized at the sale under s. 779.10 is insufficient after paying the costs of the action and the costs of making the sale to pay the liens in full they shall be paid by method of time payments.
a. true
b. false

779.12 Sale; notice and report; deficiency judgment; writ of assistance. (1) All sales under judgments in accordance with s. 779.10 shall be noticed, conducted and reported in the manner provided for the sale of real estate upon execution and shall be absolute and without redemption. In case such sale is confirmed, the deed given thereon shall be effectual to pass to the purchaser all that interest in the premises which is directed to be sold. (2) If any deficiency arises upon the sale in the payment of the sums adjudged to be due to any lien claimant, the court, upon confirming the sale, may render judgment for the deficiency if demanded in the pleadings against the defendant legally liable to pay the deficiency. The judgment may be entered in the judgment and lien docket and enforced in the same manner that ordinary judgments are.

The purchasers at the sale shall be entitled to a writ of assistance under s. 815.63 to obtain possession of the premises sold.

83. The judgment may be entered in the _____ and enforced in the same manner that ordinary judgments are.

a. judgment
b. lien docket
c. lien waver
d. only a & b
e. a, b, & c

779.13 Satisfaction of judgment or lien; correction of errors. (1) Every lien claimant, or the attorney who executed and filed a claim for lien on the claimant's behalf, who has received satisfaction or tender of the claim with the costs of any action brought on the claim shall, at the request of any person interested in the premises affected and on payment of the costs of satisfying the same, execute and deliver the necessary satisfaction to the interested person. On filing the satisfaction with the clerk of circuit court, the clerk of circuit court shall enter satisfaction of the claim on the judgment and lien docket. Failure to execute and deliver the satisfaction or to satisfy the lien on the judgment and lien docket shall render the person so refusing liable to pay to the person requiring the satisfaction a sum equal to one−half of the sum claimed in the claim for lien.

84. On filing the satisfaction with the clerk of circuit court, the clerk of circuit court shall enter satisfaction of the claim on the _____.

a. judgement
b. lien docket
c. lien waver
d. only a & b
e. a, b, & c

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(2) Every lien claimant, or the attorney who executed and filed a claim for lien on the claimant's behalf, who has received from any person interested in the premises described in the claim a written statement that the premises described in the claim are not in fact the premises on which the claimant performed, furnished, or procured the labor, services, materials, plans, or specifications to which the claim relates together with a written demand that the claim be satisfied of record shall, if in fact the statement of such person about the mistaken description is true, promptly satisfy the lien claim of record at the lien claimant's expense. Failure to satisfy the lien claim of record within a reasonable time, if in fact the statement asserting the mistaken description is true, shall render the person so failing liable to pay to the person demanding the satisfaction a sum equal to one−half of the sum claimed in the claim for lien.

85. Failure to satisfy the lien claim of record within a reasonable time, if in fact the statement asserting the mistaken description is true, shall render the person so failing liable to pay to the person demanding the satisfaction a sum equal to _____ of the sum claimed in the claim for lien.

a. 25%
b. 33%
c. 50%
d. none of the above

779.135 Construction contracts, form of contract. The following provisions in contracts for the improvement of land in this state are void:
(1) Provisions requiring any person entitled to a construction lien to waive his or her right to a construction lien or to a claim against a payment bond before he or she has been paid for the

labor, services, materials, plans, or specifications that he or she performed, furnished, or procured.
(2) Provisions making the contract subject to the laws of another state or requiring that any litigation, arbitration or other dispute resolution process on the contract occur in another state.
(3) Provisions making a payment to a prime contractor from any person who does not have a contractual agreement with the subcontractor, supplier, or service provider a condition precedent to a prime contractor's payment to a subcontractor , supplier, or service provider. This subsection does not prohibit contract provisions that may delay a payment to a subcontractor until the prime contractor receives payment from any person who does not have a contractual agreement with the subcontractor, supplier, or service provider.

86. 779.135 Construction contracts, form of contract**.** The following provisions in contracts for the improvement of land in this state are void:

a. Provisions requiring any person entitled to a construction lien to waive his or her right to a construction lien or to a claim against a payment bond before he or she has been paid for the labor, services, materials, plans, or specifications that he or she performed, furnished, or procured.
b. Provisions making the contract subject to the laws of another state or requiring that any litigation, arbitration or other dispute resolution process on the contract occur in another state.
c. Provisions making a payment to a prime contractor from any person who does not have a contractual agreement with the subcontractor, supplier, or service provider a condition precedent to a prime contractor's payment to a subcontractor , supplier, or service provider. This subsection does not prohibit contract provisions that may delay a payment to a subcontractor until the prime contractor receives payment from any person who does not have a contractual agreement with the subcontractor, supplier, or service provider.
d. all of the above
e. neither a, b, or c.

779.14 Public works, form of contract, bond, remedy.
(1) DEFINITION. In this section, "subcontractor, supplier, or service provider" means the following:
(a) Any person who has a direct contractual relationship, expressed or implied, with the prime contractor or with any subcontractor of the prime contractor to perform, furnish, or procure labor, services, materials, plans, or specifications, except as provided in par. (b).
(b) With respect to contracts entered into under s. 84.06 (2) for highway improvements, any person who has a direct contractual relationship, expressed or implied, with the prime contractor to perform, furnish, or procure labor, services, materials, plans, or specifications.

87. Subcontractor, supplier, or service provider" means the following:

a. Any person who has a direct contractual relationship, expressed or implied, with the prime contractor or with any subcontractor of the prime contractor to perform, furnish, or procure labor, services, materials, plans, or specifications
b. With respect to contracts entered into under s. 84.06 (2) for highway improvements, any person who has a direct contractual relationship, expressed or implied, with the prime contractor to perform, furnish, or procure labor, services, materials, plans, or specifications.
c. both a & b
d. neither a or b

(1e) CONTRACT REQUIREMENTS REGARDING DUTIES OF PRIME CONTRACTOR. (a) All contracts involving $10,000 or more for performing, furnishing, or procuring labor, services, materials, plans, or specifications, when the same pertains to any public improvement or public work shall contain a provision for the payment by the prime contractor of all claims for labor, services, materials, plans, or specifications performed, furnished, procured, used, or consumed that pertain to the public improvement

or public work. (b) All contracts that are in excess of $30,000, as indexed under sub. (1s), and that are for performing, furnishing, or procuring labor, services, materials, plans, or specifications for a public improvement or public work shall contain a provision under which the prime contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.

88. All contracts that are in excess of $30,000, as indexed under sub. (1s), and that are for performing, furnishing, or procuring labor, services, materials, plans, or specifications for a public improvement or public work shall contain a provision under which the prime contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.

a. true
b. false

(1m) PAYMENT AND PERFORMANCE ASSURANCE REQUIREMENTS.
(c) *State contracts.* The following requirements apply to contracts with the state for performing, furnishing, or procuring labor, services, materials, plans, or specifications for a public improvement or public work:
1. In the case of a contract with a contract price exceeding $10,000, as indexed under sub. (1s), but not exceeding $100,000, as indexed under sub. (1s): a. The contract shall include a provision which allows the state to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. This subd. 1. a. does not apply to any contract entered into by the state under authority granted under chs. 84, 85 and 86. This subd. 1. a. also does not apply to any contract with a town, city, village, county or school district for the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under s. 84.185 (1) (d); bikeway, as defined under s. 84.60 (1) (a); bridge; parking lot or airport facility.
b. The contract shall comply with written standards established by the department of administration. Written standards established under this subd. 1. b. shall include criteria for determining whether the contract requires payment or performance assurances and, if so, what payment or performance assurances are required.

89. In the case of a contract with a contract price exceeding $10,000, as indexed under sub. (1s), but not exceeding $100,000, as indexed under sub. (1s):

a. The contract shall include a provision which allows the state to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. This subd. 1. a. does not apply to any contract entered into by the state under authority granted under chs. 84, 85 and 86. This subd. 1. a. also does not apply to any contract with a town, city, village, county or school district for the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under s. 84.185 (1) (d); bikeway, as defined under s. 84.60 (1) (a); bridge; parking lot or airport facility.
b. The contract shall comply with written standards established by the department of administration. Written standards established under this subd. 1. b. shall include criteria for determining whether the contract requires payment or performance assurances and, if so, what payment or performance assurances are required.
c. both a & b
d. neither a & b

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2. In the case of a contract with a contract price exceeding $100,000, as indexed under sub. (1s), but not exceeding $250,000, as indexed under sub. (1s): a. The contract shall include a provision which allows the

state to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. This subd. 2. a. does not apply to any contract entered into by the state under authority granted under chs. 84, 85 and 86. This subd. 2. a. also does not apply to any contract with a town, city, village, county or school district for the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under s. 84.185 (1) (d); bikeway, as defined under s. 84.60 (1) (a); bridge; parking lot or airport facility. b. The contract shall require the prime contractor to provide a payment and performance bond meeting the requirements of par. (e), unless the department of administration allows the prime contractor to substitute a different payment assurance for the payment and performance bond. The department of administration may allow a prime contractor to substitute a different payment and performance assurance for the payment and performance bond only after the contract has been awarded and only if the substituted payment and performance assurance is for an amount at least equal to the contract price and is in the form of a bond, an irrevocable letter of credit or an escrow account acceptable to the department of administration. The department of administration shall establish written standards under this subd. 2. b. governing when a different payment and performance assurance may be substituted for a payment and performance bond under par. (e).

90. In the case of a contract with a contract price exceeding $100,000, as indexed under sub. (1s), but not exceeding $250,000, as indexed under sub. (1s):

a. The contract shall include a provision which allows the state to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. This subd. 2. a. does not apply to any contract entered into by the state under authority granted under chs. 84, 85 and 86. This subd. 2. a. also does not apply to any contract with a town, city, village, county or school district for the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under s. 84.185 (1) (d); bikeway, as defined under s. 84.60 (1) (a); bridge; parking lot or airport facility.

b. The contract shall require the prime contractor to provide a payment and performance bond meeting the requirements of par. (e), unless the department of administration allows the prime contractor to substitute a different payment assurance for the payment and performance bond. The department of administration may allow a prime contractor to substitute a different payment and performance assurance for the payment and performance bond only after the contract has been awarded and only if the substituted payment and performance assurance is for an amount at least equal to the contract price and is in the form of a bond, an irrevocable letter of credit or an escrow account acceptable to the department of administration. The department of administration shall establish written standards under this subd. 2. b. governing when a different payment and performance assurance may be substituted for a payment and performance bond under par. (e).

c. both a & b

d. neither a & b

In the case of a contract with a contract price exceeding $250,000, as indexed under sub. (1s), the contract shall require the prime contractor to obtain a payment and performance bond meeting the requirements under par. (e). (d) *Local government contracts.* The following requirements apply to contracts, other than contracts with the state, for performing, furnishing, or procuring labor, services, materials, plans, or specifications for a public improvement or public work: 1. In the case of a contract with a contract price exceeding $10,000, as indexed under sub. (1s), but not exceeding $50,000, as indexed under sub. (1s): a. The contract shall include a provision which allows the governmental body that is authorized to enter into the contract to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. This subd. 1. a. does not apply to any contract with a town, city, village, county or school district for the construction,

improvement, extension, repair, replacement or removal of a transportation facility, as defined under s. 84.185 (1) (d); bikeway, as defined under s. 84.60 (1) (a); bridge; parking lot or airport facility.
b. The contract shall comply with written standards established by the public body authorized to enter into the contract. Written standards established under this subd. 1. b. shall include criteria for determining whether the contract requires payment or performance assurances and, if so, what payment or performance assurances are required.

91. 1. In the case of a contract with a contract price exceeding $10,000, as indexed under sub. (1s), but not exceeding $50,000, as indexed under sub. (1s):

a. The contract shall include a provision which allows the governmental body that is authorized to enter into the contract to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. This subd. 1. a. does not apply to any contract with a town, city, village, county or school district for the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under s. 84.185 (1) (d); bikeway, as defined under s. 84.60 (1) (a); bridge; parking lot or airport facility.
b. The contract shall comply with written standards established by the public body authorized to enter into the contract. Written standards established under this subd. 1. b. shall include criteria for determining whether the contract requires payment or performance assurances and, if so, what payment or performance assurances are required.
c. both a & b
d. neither a & b

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2. In the case of a contract with a contract price exceeding $50,000, as indexed under sub. (1s), but not exceeding $100,000, as indexed under sub. (1s): a. The contract shall include a provision which allows the governmental body that is authorized to enter into the contract to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. This subd. 2. a. does not apply to any contract with a town, city, village, county or school district for the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under s. 84.185 (1) (d); bikeway, as defined under s. 84.60 (1) (a); bridge; parking lot or airport facility. b. Except as provided in sub. (4), the contract shall require the prime contractor to provide a payment and performance bond meeting the requirements of par. (e), unless the public body authorized to enter into the contract allows the prime contractor to substitute a different payment assurance for the payment and performance bond. The public body may allow a prime contractor to substitute a different payment and performance assurance for the payment and performance bond only if the substituted payment and performance assurance is for an amount at least equal to the contract price and is in the form of a bond, an irrevocable letter of credit or an escrow account acceptable to the public body. The public body shall establish written standards under this subd. 2. b. governing when a different payment and performance assurance may be substituted for a payment and performance bond under par. (e).

92. In the case of a contract with a contract price exceeding $50,000, as indexed under sub. (1s), but not exceeding $100,000, as indexed under sub. (1s):

a. The contract shall include a provision which allows the governmental body that is authorized to enter into the contract to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. This subd. 2. a. does not apply to any contract with a town, city, village, county or school district for the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under s. 84.185 (1) (d); bikeway, as defined under s. 84.60 (1) (a); bridge; parking lot or airport facility.

b. Except as provided in sub. (4), the contract shall require the prime contractor to provide a payment and performance bond meeting the requirements of par. (e), unless the public body authorized to enter into the contract allows the prime contractor to substitute a different payment assurance for the payment and performance bond. The public body may allow a prime contractor to substitute a different payment and performance assurance for the payment and performance bond only if the substituted payment and performance assurance is for an amount at least equal to the contract price and is in the form of a bond, an irrevocable letter of credit or an escrow account acceptable to the public body. The public body shall establish written standards under this subd. 2. b. governing when a different payment and performance assurance may be substituted for a payment and performance bond under par. (e).

c. both a & b

d. neither a & b

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3. Except as provided in sub. (4), in the case of a contract with a contract price exceeding $100,000, as indexed under sub. (1s), the contract shall require the prime contractor to obtain a payment and performance bond meeting the requirements under par. (e). (e) *Bonding requirements.* 2. A bond required under par. (c) or (d) shall carry a penalty of not less than the contract price, and shall be conditioned for all of the following:

a. The faithful performance of the contract.

b. The payment to every person, including every subcontractor, supplier, or service provider, of all claims that are entitled to payment for labor, services, materials, plans, or specifications performed, furnished, or procured for the purpose of making the public improvement or performing the public work as provided in the contract and sub. (1e) (a).

93. 3. Except as provided in sub. (4), in the case of a contract with a contract price exceeding $100,000, as indexed under sub. (1s), the contract shall require the prime contractor to obtain a payment and performance bond meeting the requirements under par. (e). (e) *Bonding requirements.* 2. A bond required under par. (c) or (d) shall carry a penalty of not less than the contract price, and shall be conditioned for all of the following:

a. The faithful performance of the contract.

b. The payment to every person, including every subcontractor, supplier, or service provider, of all claims that are entitled to payment for labor, services, materials, plans, or specifications performed, furnished, or procured for the purpose of making the public improvement or performing the public work as provided in the contract and sub. (1e) (a).

c. both a & b

d. neither a & b

A bond required under par. (c) shall be approved for the state by the state official authorized to enter the contract. A bond required under par. (d) shall be approved for a county by its corporation counsel, for a city by its mayor, for a village by its president, for a town by its chairperson, for a school district by its president and for any other public board or body by the presiding officer thereof.

94. A bond required under par. (c) shall be approved for the state by the state official authorized to enter the contract. A bond required under par. (d) shall be approved for a county by its _____.

a. corporation counsel

b. mayor

c. president

d. chairperson

e. presiding officer

95. A bond required under par. (c) shall be approved for the state by the state official authorized to enter the contract. A bond required under par. (d) shall be approved for a city by its _____ .

a. corporation counsel
b. mayor
c. president
d. chairperson
e. presiding officer

96. A bond required under par. (c) shall be approved for the state by the state official authorized to enter the contract. A bond required under par. (d) shall be approved for a village by its _____ .

a. corporation counsel
b. mayor
c. president
d. chairperson
e. presiding officer

97. A bond required under par. (c) shall be approved for the state by the state official authorized to enter the contract. A bond required under par. (d) shall be approved for a town by its _____.

a. corporation counsel
b. mayor
c. president
d. chairperson
e. presiding officer

98. A bond required under par. (c) shall be approved for the state by the state official authorized to enter the contract. A bond required under par. (d) shall be approved or a school district by its _____ .

a. corporation counsel
b. mayor
c. president
d. chairperson
e. presiding officer

99. A bond required under par. (c) shall be approved for the state by the state official authorized to enter the contract. A bond required under par. (d) shall be approved and for any other public board or body by the _____.

a. corporation counsel
b. mayor
c. president
d. chairperson
e. president
f. presiding officer

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4. No assignment, modification or change of the contract, change in the work covered thereby or extension of time for the completion of the contract may release the sureties on a bond required under par. (c) or (d). 5. Neither the invitation for bids nor the person having power to approve the prime contractor's bond may require that a bond required under par. (c) or (d) be furnished by a specified surety company or through a specified agent or broker. (f) *Direct purchase contracts.* Paragraphs (c) and (d) do not apply to a contract for the direct purchase of materials by the state or by a local unit of government.

100. (f) *Direct purchase contracts.* Paragraphs (c) and (d) always apply to a contract for the direct purchase of materials by the state or by a local unit of government.

a. true
b. false

(1s) INDEXING OF CONTRACT THRESHOLDS. If a dollar amount is to be indexed under this subsection, the department of workforce development shall adjust the dollar amount biennially, the first adjustment to be made not sooner than December 1, 1998. The adjustment shall be in proportion to any change in construction costs since the effective date of this subsection under this subsection, or the last adjustment whichever is later. No adjustment shall be made for a biennium, if the adjustment to be made would be less than 5%.

101. No adjustment shall be made for a biennium, if the adjustment to be made would be less than ____%.

a. 2
b. 4
c. 5
d. 10

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(2) ACTIONS ON A PERFORMANCE AND PAYMENT BOND. (a) Except as provided in par. (am), no later than one year after the completion of work under the contract, any party in interest, including any subcontractor, supplier, or service provider, may maintain an action in that party's name against the prime contractor and the sureties upon the bond for the recovery of any damages sustained by reason of any of the following:

1. Failure of the prime contractor to comply with the contract.

2. Except as provided in subd. 3., failure of the prime contractor or a subcontractor of the prime contractor to comply with a contract, whether express or implied, with a subcontractor, supplier, or service provider for performing, furnishing, or procuring labor, services, materials, plans, or specifications for the purpose of making the public improvement or performing the public work that is the subject of the contract with the governmental entity. 3. With respect to contracts entered into under s. 84.06 (2) for highway improvements, failure of the prime contractor to comply with a contract, whether express or implied, with a subcontractor, supplier, or service provider of the prime contractor for performing, furnishing, or procuring labor, services, materials, plans, or specifications for the purpose of making the highway improvement that is the subject of the contract with the governmental entity.

102. ACTIONS ON A PERFORMANCE AND PAYMENT BOND. (a) Except as provided in par. (am), no later than one year after the completion of work under the contract, any party in interest, including any subcontractor, supplier, or service provider, may maintain an action in that party's name against the prime contractor and the sureties upon the bond for the recovery of any damages sustained by reason of any of the following:

a. Failure of the prime contractor to comply with the contract.

b. Except as provided in subd. 3., failure of the prime contractor or a subcontractor of the prime contractor to comply with a contract, whether express or implied, with a subcontractor, supplier, or service provider for performing, furnishing, or procuring labor, services, materials, plans, or specifications for the purpose of making the public improvement or performing the public work that is the subject of the contract with the governmental entity.

c. With respect to contracts entered into under s. 84.06 (2) for highway improvements, failure of the prime contractor to comply with a contract, whether express or implied, with a subcontractor, supplier, or service provider of the prime contractor for performing, furnishing, or procuring labor, services, materials, plans, or specifications for the purpose of making the highway improvement that is the subject of the contract with the governmental entity.

d. all of the above.

(am) 1. Except as provided in subd. 2., a subcontractor, supplier, or service provider may maintain an action under par. (a) only if the subcontractor, supplier, or service provider has served a written notice on the prime contractor that the subcontractor, supplier, or service provider has performed, furnished, or

procured, or will perform, furnish, or procure labor, services, materials, plans, or specifications to the public work or improvement. The notice must be served no later than 60 days after the date on which the subcontractor, supplier, or service provider first performed, furnished, or procured the labor, services, materials, plans, or specifications.

103. The notice must be served no later than _____ days after the date on which the subcontractor, supplier, or service provider first performed, furnished, or procured the labor, services, materials,

a. 20
b. 30
c. 60
d none of the above

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2. A notice under subd. 1. is not required if any of the following applies:
a. The contract for performing, furnishing, or procuring the labor, services, materials, plans, or specifications does not exceed $5,000.
b. The action is brought by an employee of the prime contractor, subcontractor, supplier, or service provider.
c. The subcontractor, supplier, or service provider is listed in the list required to be maintained under sub. (1e) (b) or in a written contract, or in a document appended to a written contract, between a subcontractor, supplier, or service provider and the prime contractor.
(d) If the amount realized on the bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties proportionally.

104. 2. A notice under subd. 1. is not required if any of the following applies:

a. The contract for performing, furnishing, or procuring the labor, services, materials, plans, or specifications does not exceed $5,000.
b. The action is brought by an employee of the prime contractor, subcontractor, supplier, or service provider.
c. The subcontractor, supplier, or service provider is listed in the list required to be maintained under sub. (1e) (b) or in a written contract, or in a document appended to a written contract, betweena subcontractor, supplier, or service provider and the prime contractor.
d. all of the above

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(3) ACTIONS BY A COUNTY. In an action by a county upon the bond all persons for whose protection it was given and who make claim thereunder may be joined in the action. The county highway commissioner may take assignments of all demands and claims for labor, services, materials, plans, or specifications and enforce the same in the action for the benefit of the assignors, and the judgment may provide the manner in which the assignors shall be paid.

105. The county highway commissioner may take assignments of all demands and claims for labor, services, materials, plans, or specifications and enforce the same in the action for the benefit of the assignors, and the judgment shall provide the manner in which the assignors shall be paid.

a. true
b. false

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(4) BONDING EXEMPTION. A contract with a local professional football stadium district under subch. IV of ch. 229 is not required under sub. (1m) (d) 2. b. or 3. to include a provision requiring the prime contractor to provide or obtain a payment and performance bond or other payment assurance.

106. A contract with a local professional football stadium district under subch. IV of ch. 229 is not required under sub. (1m) (d) 2. b. or 3. to include a provision requiring the _____ to provide or obtain a payment and performance bond or other payment assurance.

a. owner
b. sub contractor
c. prime contractor
d. all of the above

779.15 Public improvements; lien on money, bonds, or warrants due the prime contractor; duty of officials. (1) Any person who performs, furnishes, procures, manages, supervises, or administers any labor, services, materials, plans, or specifications used or consumed in making public improvements or performing public work, to any prime contractor, except in cities of the 1st class, shall have a lien on the money or bonds or warrants due or to become due the prime contractor therefor, if the lienor, before payment is made to the prime contractor, serves a written notice of the claim on the debtor state, county, town, or municipality. The debtor shall withhold a sufficient amount to pay the claim and, when it is admitted by the prime contractor or established under sub. (3), shall pay the claim and charge it to the prime contractor. Any officer violating the duty hereby imposed shall be liable on his or her official bond to the claimant for the damages resulting from the violation. There shall be no preference between the lienors serving the notices.

107. (1) Any person who performs, furnishes, procures, manages, supervises, or administers any labor, services, materials, plans, or specifications used or consumed in making public improvements or performing public work, to any prime contractor, except in cities of the _____, shall have a lien on the money or bonds or warrants due or to become due the prime contractor therefor, if the lienor, before payment is made to the prime contractor, serves a written notice of the claim on the debtor state, county, town, or municipality.

a. 4st class
b. 2nd class
c. 3rd class
d. none of the above

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(2) Service of the notice under sub. (1) shall be made upon the clerk of the municipality or in the clerk's absence upon the treasurer. If any of the money due the prime contractor is payable by the state, service of the notice under sub. (1) shall be served upon the state department, board, or commission having jurisdiction over the work. A copy of the notice shall be served concurrently upon the prime contractor.

108. Service of the notice under sub. (1) shall be made upon the clerk of the municipality or in the clerk's absence upon the _____.

a. contractor
b. mayor
c. administrator
d. treasurer

---

(3) If a valid lien exists under sub. (1) and the prime contractor does not dispute the claim within 30 days after service on the prime contractor of the notice provided in sub. (2), by serving written notice on the debtor state, county, town, or municipality and the lien claimant, the amount claimed shall be paid over to the claimant on demand and charged to the prime contractor pursuant to sub. (1). If the prime contractor disputes the claim, the right to a lien and to the moneys in question shall be determined in an action brought by the claimant or the prime contractor. If the action is not brought within 3 months from the time

the notice required by sub. (1) is served, and notice of bringing the action filed with the officer with whom the claim is filed, the lien rights are barred.

109. If a valid lien exists under sub. (1) and the prime contractor does not dispute the claim within ___ days after service on the prime contractor of the notice.

a. 20
b. 30
c. 60
d none of the above

---

(4) (a) When the total of the lien claims exceeds the sum due the prime contractor and where the prime contractor has not disputed the amounts of the claims filed, the debtor state, county, town or municipality, through the officer, board, department or commission with whom the claims are filed, shall determine on a proportional basis who is entitled to the money and shall notify all claimants and the prime contractor in writing of the determination. Unless an action is commenced by a claimant or by the prime contractor within 20 days after the mailing of the notice, the money shall be paid out in accordance with the determination and the liability of the state, county, town or municipality to any lien claimant shall cease. (b) If an action is commenced, all claimants shall be made parties and the action shall be commenced within 3 months after acceptance of the work by the proper public authority except as otherwise herein provided. (c) Within 10 days after the filing of a certified copy of judgment in any such action with the officers with whom the notice authorized by sub. (1) is filed, the money due the prime contractor shall be paid to the clerk of court to be distributed in accordance with the judgment.

110. Within ____ days after the filing of a certified copy of judgment in any such action with the officers with whom the notice authorized by sub. (1) is filed, the money due the prime contractor shall be paid to the clerk of court to be distributed in accordance with the judgment.

a. 20
b. 30
c. 60
d none of the above

779.155 Judgment creditors, attachment of funds due to public contractors. (1) LIMITATIONS. This section does not apply to cases covered by s. 812.42. Demands covered by s.779.15 have priority over judgments filed under this section. The remedies afforded by s. 779.15 and by this section are complementary.

111. This section does apply to cases covered by s. 812.42. Demands covered by s. 779.15 have priority over judgments filed under this section.

a. true
b. false

---

(2) CERTIFIED COPIES OF JUDGMENTS FILED. In this section, “municipality” includes city, village, county, town, school district, technical college district and any quasi municipal corporation. When the state or any municipality is indebted to any prime contractor, the owner of a judgment against the prime contractor may attach the debt by filing a certified copy of his or her judgment in the manner and subject to the conditions and limitations of this section. If the debt is owed by the state upon a contract for public improvements, the certified copy shall be filed with the officer, board, department or commission having jurisdiction over the work. Otherwise, the copy shall be filed with the department of administration. If the debt is owed by a municipality, the copy shall be filed with the municipal clerk or corresponding officer.

The judgment creditor shall promptly notify the judgment debtor of the filing, within the time and as provided by s. 812.07 for service upon the defendant.

112. The judgment creditor shall promptly notify the judgment _____ of the filing, within the time and as provided by s. 812.07 for service.

a. contractor
b. mayor
c. debtor
d. none of the above

---

(3) PAYMENT TO JUDGMENT CREDITOR; EXCEPTION. Except as to prime contractors on public works, the proper officers of the state or municipality shall pay the judgment out of moneys due the prime contractor or which become due the prime contractor, but no payment shall be made until 30 days after the creditor has filed with such officers proof that the contractor had been notified of the filing of a copy of the judgment against the contractor.

113. Except as to prime contractors on public works, the proper officers of the state or municipality shall pay the judgment out of moneys due the prime contractor or which become due the prime contractor, but no payment shall be made until ___ days after the creditor has filed with such officers proof that the contractor had been notified of the filing of a copy of the judgment against the contractor.

a. 20
b. 45
c. 60
d none of the above

---

(4) SAME; FUNDS DUE PUBLIC PRIME CONTRACTORS. When the state or a municipality is indebted to a prime contractor for public improvements, payment shall not be made to the judgment creditor until 3 months after final completion and acceptance of the public work and then only out of moneys due the prime contractor in excess of unpaid lienable claims having priority under s.779.15.

114. payment shall not be made to the judgment creditor until ___ months after final completion and acceptance of the public work and then only out of moneys due the prime contractor in excess of unpaid lienable claims having priority.

a. 1
b. 2
c. 3
d. none of the above

---

(5) ADJUSTMENT OF LIEN CLAIMS. (a) For the purpose of administering this section, sworn statements of the prime contractor setting forth the unpaid lien claims that have been or may be filed under s. 779.15 may be accepted by the proper officer, board, department, or commission, unless the judgment creditor or other interested person gives written notice that an action is pending to determine whether specified lien claims were incurred in performing the public work and the amount thereof, or to determine priorities in which event payments shall await the result of the action. (b) Within 10 days after filing the certified copy of the judgment under sub. (2), the prime contractor shall file the sworn statement in duplicate, with the proper officer, board, department or commission, who shall immediately furnish the judgment creditor with one of the statements. The judgment creditor shall have 10 days from the receipt thereof in which to serve the notice of pendency of the court action.

115. Within ___ days after filing the certified copy of the judgment under sub. (2), the prime contractor shall file the sworn statement in duplicate, with the proper officer, board, department or commission, who shall immediately furnish the judgment creditor with one of the statements.

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

---

(6) PAYMENTS TO JUDGMENT CREDITOR. After the expiration of the 3−month period, the moneys due the prime contractor in excess of unpaid lienable expenses and claims incurred in performing the public work shall be paid to the judgment creditor, but not exceeding the amount due on the judgment.

116. After the expiration of the ___−month period, the moneys due the prime contractor in excess of unpaid lienable expenses and claims incurred in performing the public work shall be paid to the judgment creditor.

a. 1
b. 2
c. 3
d. none of the above

---

(7) PRIORITY OF JUDGMENTS OVER ASSIGNMENTS. Any judgment filed under this section has priority over an assignment made by the prime contractor after the commencement of the action in which the judgment was obtained.

117. Any judgment filed under this section has priority over an assignment made by the _____ after the commencement of the action in which the judgment was obtained.

a. owner
b. sub contractor
c. prime contractor
d. none of the above

779.16 Theft by contractors**.** All moneys, bonds or warrants paid or to become due to any prime contractor or subcontractor for public improvements are a trust fund only in the hands of the prime contractor or subcontractor to the amount of all claims due or to become due or owing from the prime contractor or subcontractor for labor, services, materials, plans, and specifications performed, furnished, or procured for the improvements, until all the claims have been paid, and shall not be a trust fund in the hands of any other person. The use of any such moneys by any prime contractor or subcontractor for any other purpose until all claims, except those which are the subject of a bona fide dispute and then only to the extent of the amount actually in dispute, have been paid in full or proportionally in cases of a deficiency, is theft by the prime contractor or subcontractor of moneys so misappropriated and is punishable under s. 943.20. If the prime contractor or subcontractor is a corporation, limited liability company, or other legal entity other than a sole proprietorship, such misappropriation also shall be deemed theft by any officers, directors, members, partners, or agents responsible for the misappropriation. Any of such misappropriated moneys which have been received as salary, dividend, loan repayment, capital distribution or otherwise by any shareholder, member, or partner not responsible for the misappropriation shall be a civil liability of that person and may be recovered and restored to the trust fund specified in this subsection by action brought by any interested party for that purpose. Except as provided in this subsection, this section shall not create a civil cause of action against any person other than the prime contractor or subcontractor to whom such moneys are paid or become due. Until all claims are paid in full, have matured by notice and filing or have expired, such money, bonds and warrants shall not be subject to garnishment, execution, levy or attachment.

118. Until all claims are paid in full, have matured by notice and filing or have expired, such money, bonds and warrants shall be subject to garnishment, execution, levy or attachment.

a. true
b. false

779.17 Release of funds on filing bond. At any time after the service of a notice of lien claim or filing of judgment or pending the determination of any action commenced thereunder, the prime contractor shall be entitled to the release of any moneys due the prime contractor under the contract upon filing a bond, executed by a surety company duly authorized to transact business in this state, with the public authority having jurisdiction over the work, guaranteeing that the prime contractor will pay any judgment of the court rendered in favor of the lien claimant and all judgments filed. Such bond shall be in an amount sufficient to insure payment of the lien claims and judgments, and shall be approved as to form and amount by the public authority

119. Such bond shall be in an amount sufficient to insure payment of the lien claims and judgments, and shall be approved as to form and amount by the _____.

a. prime contractor
b. sub contractor
c. public authority
d. none of the above

779.18 Log liens; priority. (1) Any person who, personally or by a beast or machine or vehicle, performs any services in cutting, hauling, running, felling, piling, driving, rafting, booming, cribbing, towing, sawing, peeling, kiln drying or manufacturing logs, timber, stave bolts, heading staves, pulp wood, cordwood, firewood, railroad ties, piling, telegraph poles, telephone poles, fence posts, paving timber, tan or other barks or in preparing wood for or manufacturing charcoal shall have a lien upon the material for the amount owing for the services, which shall take precedence of all other claims, liens or encumbrances thereon or sales thereof. (2) The right of lien given by this section survives any change in the property through manufacture and the lienor has a lien upon the manufactured product as though the services had been performed directly thereon.

120. The right of lien given by this section survives any change in the property through manufacture and the _____ has a lien upon the manufactured product as though the services had been performed directly thereon.

a. prime contractor
b. sub contractor
c. leinor
d. none of the above

779.19 Petition for log lien; filing same**.** No demand for the services may become a lien unless a petition therefor is signed and verified by the claimant or by someone in the claimant's behalf setting forth the nature of the demand, the amount claimed, a description of the property upon which the lien is claimed and that the petitioner claims a lien thereon. The petition shall be filed in the office of the clerk of the circuit court of the county in which the services or some part thereof were performed within 3 months after the last day of performing continuous services, and the services shall be deemed continuous notwithstanding a change of ownership in the property on which the lien is claimed. The clerk shall receive the fee prescribed in s. 814.61 (5) for filing the petition.

121. The petition shall be filed in the office of the clerk of the circuit court of the county in which

the services or some part thereof were performed within _____ months after the last day of performing continuous services, and the services shall be deemed continuous notwithstanding a change of ownership in the property on which the lien is claimed.

a. 1
b. 2
c. 3
d. none of the above

779.20 Action to enforce log lien; parties; costs; change of venue. (1) An action to enforce any lien under s. 779.18 may be brought in the circuit court of the county where the petition is filed. This claim shall cease to be a lien unless an action to foreclose it is commenced within 4 months after filing the petition. If the claim is not due at the time of filing the petition the time when the claim will become due shall be stated in the petition, and in this case the claim shall not cease to be a lien until 30 days after the claim has become due and until 4 months after the filing of the petition.

122. This claim shall cease to be a lien unless an action to foreclose it is commenced within ____ months after filing the petition. If the claim is not due at the time of filing the petition the time when the claim will become due shall be stated in the petition

a. 1
b. 2
c. 3
d. none of the above

---

(2) Where the property subject to such lien has been taken from the county where such work was done the lienor may bring an action to foreclose the lien in any county where said property may be found. In all foreclosure actions the person liable for such claim shall be made defendant and any other person claiming to own or have any interest in such property may be made a defendant, but shall not be liable for costs unless defending the action. In actions appealed from municipal court no change of venue shall be allowed except for prejudice of the judge or of the people.

123. In actions appealed from municipal court all changes of venue shall be allowed except for prejudice of the judge or of the people.

a. true
b. false

779.21 Attachment, affidavit for; undertaking; service of writ. (1) The plaintiff in this action may have remedy by attachment of the property upon which the lien is claimed as in personal actions; this attachment may be issued, served and returned and like proceedings had thereon including the release of any attached property as in personal actions. The affidavit for the attachment must state that the defendant who is personally liable is indebted to the plaintiff in the sum named, above all setoffs, for services which entitle the plaintiff to a lien, describe the property on which it is claimed that the services were performed and that the plaintiff has filed the petition for a lien pursuant to law. No other fact need be stated. No order may be made by any court or any judge thereof requiring an undertaking or security for costs except upon 10 days' notice to the plaintiff.

124. No order may be made by any court or any judge thereof requiring an undertaking or security for costs except upon ___ days' notice to the plaintiff.

a. 5
b. 10
c. 15

d. none of the above

---

(2) The writ of attachment shall direct the officer to attach the property described or so much thereof as shall be necessary to satisfy the sum claimed to be due and to hold the same subject to further proceedings in the action. The officer shall make return but it shall not be necessary for the officer to make an inventory or appraisal of the property attached; the officer shall pay any charges that may be due for booming or driving the property attached, and the amount paid shall be taxed as costs. Where personal service of the summons and writ of attachment cannot be made service shall be made as provided for service of summons on nonresidents or persons who cannot be found as in other actions.

125. Where personal service of the summons and writ of attachment cannot be made service shall be made as provided for service of summons on nonresidents or persons who cannot be found as in other actions.

a. true
b. false

779.32 Commission liens. (1) DEFINITIONS. In this section: (a) "Broker" means a real estate broker licensed under ch. 452. (b) "Commercial real estate" means any real property other than any of the following:
1. Real property containing 8 or fewer dwelling units.
2. Real property that is zoned for residential purposes and that does not contain any buildings or structures.
3. Real property that is zoned for agricultural purposes. (c) "Financial institution" has the meaning given in s. 214.01 (1) (jn).

126. Broker" means a real estate broker licensed under ch. _____.

a. 542
b. 452
c. none of the above
d. both a & b

127. Commercial real estate" means any real property other than any of the following:

a. Real property containing 8 or fewer dwelling units.
b. Real property that is zoned for residential purposes and that does not contain any buildings or structures.
c.. Real property that is zoned for agricultural purposes. (c) "Financial institution" has the meaning given in s. 214.01 (1) (jn).
d. all of the above.

---

(2) LIEN. If a broker complies with the notice requirements under sub. (3) and perfects the lien under sub. (4), all of the following apply: (a) If the broker has earned a commission under a written commercial real estate listing contract, the broker has a lien for the unpaid amount of the commission against the commercial real estate, or the interest in commercial real estate, that is listed with the broker under the contract. (b) If the broker has earned a commission under a written commercial real estate buyer agency agreement, the broker has a lien for the unpaid amount of the commission against the commercial real estate, or the interest in commercial real estate, that is acquired as a result of the agreement.
(c) If the broker has earned compensation under a written agreement for the lease or management of commercial real estate, the broker has a lien for the unpaid amount of the compensation against the commercial real estate for which the leasing or management services were provided under the agreement.

128. If a broker complies with the notice requirements under sub. (3) and perfects the lien under sub. (4), all of the following apply:

a If the broker has earned a commission under a written commercial real estate listing contract, the broker has a lien for the unpaid amount of the commission against the commercial real estate, or the interest in commercial real estate, that is listed with the broker under the contract.

b If the broker has earned a commission under a written commercial real estate buyer agency agreement, the broker has a lien for the unpaid amount of the commission against the commercial real estate, or the interest in commercial real estate, that is acquired as a result of the agreement.

c If the broker has earned compensation under a written agreement for the lease or management of commercial real estate, the broker has a lien for the unpaid amount of the compensation against the commercial real estate for which the leasing or management services were provided under the agreement.

d. all of the above.

---

(3) NOTICE OF INTENT TO CLAIM LIEN. A broker has a lien under sub. (2) (a) or (b) only if the broker files or records a written notice of intent to claim a lien under this section at the office of the register of deeds for the county in which the commercial real estate is located and delivers a copy of the notice to the person owing the commission under sub. (2) (a) or (b). A broker has a lien under sub. (2) (c) only if the broker provides a written notice of intent to claim a lien under this section to the person owing the compensation under sub. (2) (c). All notices required under this subsection shall contain the name of each party to the agreement under which the lien is claimed, the date that the agreement was entered into and a brief description of the commercial real estate on which the lien is intended to be claimed. All notices required under this subsection shall be provided within the following time periods:

(a) In the case of a lien under sub. (2) (a), at least 30 days before the conveyance of the commercial real estate subject to the listing contract.

(b) In the case of a lien under sub. (2) (b), at least 30 days before the conveyance of the commercial real estate subject to the buyer agency agreement.

(c) In the case of a lien under sub. (2) (c), before the date that the written agreement for the lease or management of commercial real estate is entered into.

129. In the case of a lien under sub. (2) (a), at least ____ days before the conveyance of the commercial real estate subject to the listing contract.

a. 10

b. 20

c. 30

d. none of the above

---

(4) PERFECTION OF LIEN. (a) A lien under this section is perfected when a broker files a notice of lien in the office of the register of deeds for the county in which the commercial real estate is located. The lien must be perfected no later than the following: 1. In the case of a lien under sub. (2) (a) or (b), 3 days prior to the date that the conveyance documents are recorded with the register of deeds in the county where the real property, that is the subject of the listing contract or buyer agency contract, is located. 2. In the case of a lien under sub. (2) (c), 90 days after the later of the following:

a. The date that the broker earns a commission or compensation that gives rise to a lien under this section. For purposes of this subd. 2. a., a commission or compensation is considered earned on the date that payment of it is due under the lease or management agreement.

b. The date that the broker receives notice that he or she has earned a commission or compensation that gives rise to a lien under this section. For purposes of this subd. 2. b., a commission or compensation is considered earned on the date that the payment of it is due under the lease or management agreement.

(b) The notice of lien shall be signed by the broker and shall include all of the following information:

1. The name and license number of the broker.
2. The name of the owner or acquirer of the commercial real estate that is subject to the lien.
3. subject to the lien.
4. The amount of the lien at the time the notice is filed.

(c) A broker shall mail a copy of the notice of lien to the owner or acquirer of the commercial real estate that is subject to the lien within 72 hours after the filing of the notice of lien under par. (a). A lien under this section is effective only from the date that it is perfected under this subsection.

(d) A lien that is perfected under this subsection by a broker secures all unpaid commissions or compensation that is due that broker with respect to the commercial real estate subject to that lien, regardless of whether the commission or compensation was earned at the time the lien was filed.

130. A broker shall mail a copy of the notice of lien to the owner or acquirer of the commercial real estate that is subject to the lien within ____ hours after the filing of the notice of lien under par. (a). A lien under this section is effective only from the date that it is perfected under this subsection.

a. 10
b. 20
c. 30
d. none of the above.

(4m) DUTY OF REGISTER OF DEEDS. If a notice of lien meets the requirements under sub. (4), the register of deeds shall accept the notice of lien for filing. The register of deeds shall index the notice of lien under the name of the owner or acquirer of the commercial real estate who is subject to the lien. If the register of deeds maintains a tract index, the register of deeds shall also index the notice of lien under the legal description of the real estate against which a lien is claimed.

131. If a notice of lien meets the requirements under sub. (4), the register of deeds may accept the notice of lien for filing.

a. true
b. false

---

(5) PRIORITY. A lien under this section shall have priority over all other liens on the commercial real estate, except tax and special assessment liens, liens created under subch. I of ch. 779, purchase money mortgages, liens that are filed or recorded before the lien under this section is perfected and any other lien given priority under the law.

132. A lien under this section may have priority over all other liens.

a. true
b. false

---

(8) SATISFACTION OF THE LIEN. (a) Upon the request of any person interested in the real estate that is the subject of a lien under this section, the broker shall execute and deliver a satisfaction of lien to the interest party, if one of the following conditions is met:

1. The person owing the commission or compensation pays the broker in full the amount specified in the notice of lien.
2. The person owing the commission or compensation pays an amount equal to 125% of the commission or compensation owed into the trust account of the broker or the trust account of any attorney who does not represent any party to the dispute and who is in good standing with the State Bar of Wisconsin. The moneys shall be held in escrow until disbursed pursuant to the written mutual agreement of the parties or pursuant to a court order.

3. If the parties to the contract or agreement giving rise to the lien agree to binding arbitration regarding the disputed commission or compensation and if the parties to the contract or agreement, other than the broker, agree to pay all of the costs of the arbitration. (b) Upon the filing of a satisfaction of lien under par. (a) with the register of deeds, the register of deeds shall index the satisfaction under the name of the owner or acquirer of the commercial real estate who was subject to the satisfied lien. If the register of deeds maintains a tract index, the satisfaction shall also be indexed under the legal description of the real estate against which the lien was claimed. (c) A broker is liable to a person requesting a lien satisfaction under this subsection for a sum equal to 50% of the sum claimed in the lien claim, if the broker does not provide the requested satisfaction within 30 days of the later of the following:
1. The date on which the request is received by the broker.
2. If the satisfaction is required under par. (a) 1., the date on which the broker receives payment in full of the amount specified in the notice of lien.
3. If the satisfaction is required under par. (a) 2., the date on which the broker receives evidence that the requirements under par. (a) 2. have been met.
4. If the satisfaction is required under par. (a) 3., the date on which the broker receives the agreement to binding arbitration.
5. If the satisfaction is required under par. (a) 3., the date on which the broker receives evidence of payment of the arbitrator's fee.

133. The person owing the commission or compensation pays an amount equal to _____% of the commission or compensation owed into the trust account of the broker or the trust account of any attorney who does not represent any party to the dispute and who is in good standing with the State Bar of Wisconsin.

a. 100
b. 110
c. 125
d. none of the above

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(9) EXTINGUISHMENT OF LIEN. A lien under this section is extinguished if an action to enforce the lien is not commenced within 2 years after the lien is perfected under sub. (4) (a).

134. A lien under this section is extinguished if an action to enforce the lien is not commenced within ___ years after the lien is perfected under sub. (4) (a).

a. 1
b. 2
c. 3
d. none of the above

779.36 Extent of lien; filing claim. (1) Subject to sub. (2), the lien under s. 779.35 extends only to the amount of the interest in the real property held by the employer. In case of the employer's death or insolvency, or of the sale or transfer of the employer's interest in the works, mines, manufactories or business, all moneys that may be due for wages to any miner, mechanic or laborer shall be a lien upon all of the property and shall be preferred and first paid out of the proceeds of the sale.

135. Subject to sub. (2), the lien under s. 779.35 extends only to the amount of the interest in the real property held by the _____.

a. owner
b. contractor
c. employer
d. none of the above.

---

(2) No claim for wages shall be a lien under s. 779.35 upon any real estate unless the claim is filed in the office of the clerk of the circuit court of the county in which the real estate, upon which a lien is claimed, is situated. The claim shall be filed within 60 days after the draft, time check or order upon which the claim is founded is due and payable, in the manner that claims for mechanics' liens are required to be filed.

136. The claim shall be filed within _____ days after the draft, time check or order upon which the claim is founded is due and payable, in the manner that claims for mechanics' liens are required to be filed.

a. 10
b. 20
c. 30
d. none of the above.

779.37 Satisfaction of lien. If an attachment, execution or similar writ shall be issued against any employer engaged in a business described in s. 779.35, any miner, laborer, mechanic or other person who is entitled to claim a lien under s. 779.35 may give notice in writing of the lien claim and the amount of the lien claimed, verified by affidavit, to the officer holding the writ at any time before the actual sale of the property that is subject to the writ. The officer shall retain out of the sale proceeds a sufficient sum to satisfy all lien claims, which sum shall be held by the officer, subject to the order of the circuit court.

137. The officer shall retain out of the sale proceeds a sufficient sum to satisfy all lien claims, which sum shall be held by the officer, subject to the order of the _____.

a. contractor
b. owner
c. circuit court
d. none of the above.

779.38 Effect of mortgage. No mortgage or other instrument by which a lien is created shall operate to impair or postpone the lien and preference given and secured to the wages and moneys mentioned in s. 779.35; provided, that no lien of any mortgage or judgment entered before such labor is performed shall be affected or impaired by such lien

138. No lien of any mortgage or judgment entered before such labor is performed shall be affected or impaired by such lien.

a. true
b. false

779.39 Foreclosure of lien. The liens and preferences given by ss. 779.35 to 779.38 may be foreclosed in the same manner as mechanics' liens, and all provisions of these statutes relating to the foreclosure thereof shall apply to the foreclosure of the liens so given, so far as such provisions are applicable.

139. The liens and preferences given by ss. 779.35 to 779.38 may be foreclosed in the same manner as _____ liens

a. contractor
b. sub-contractor
c. mechanics'
d. none of the above.

779.40 Liens for labor in quarry. (1) Any person who shall perform any labor for an employer not the owner of the real estate, engaged in quarrying, crushing, cutting or otherwise preparing stone for use or for manufacturing lime and any bona fide holder of any draft, time check or order for the payment of money due for any such labor issued by such employer, shall have a lien for wages owed and for the amount due on such draft, check or order upon the personal property connected with such industry owned by such employer, including interest in the product of such quarry or factory and machinery and other personal property used in the operation of such quarry or factory, and all interest in any lease of the real estate connected with such business, which lien shall take precedence of all other debts, judgments, decrees, liens or mortgages against such employer, except taxes, fines or penalties and mortgages or judgments recorded or entered before such labor is performed and except liens under ss. 292.31 (8) (i) and 292.81.

140. _____ against such employer, except taxes, fines or penalties and mortgages or judgments recorded or entered before such labor is performed and except liens under ss. 292.31 (8) (i) and 292.81.

a. liens
b. mortgages
c. both a & b
d. neither a & b

---

(2) The wages shall become a lien upon the property and material mentioned in this section upon filing with the clerk of the circuit court of the county in which the labor is performed within 60 days after the first of the services shall be rendered, a petition signed by the claimant and verified in behalf of or by the claimant under oath, setting forth the nature of the debt for which the lien is claimed, the amount claimed, a description of the property upon which the lien is claimed and that the petitioner claims a lien thereon pursuant to law. The clerk shall receive the fee prescribed in s. 814.61 (5) for filing the petition.

141. The _____ shall become a lien upon the property and material mentioned in this section upon filing with the clerk of the circuit court of the county in which the labor is performed.

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

---

(3) The provisions of ss. 779.20 and 779.21 shall govern the foreclosure of the liens here given so far as such provisions are applicable.

142. The provisions of ss. 779.20 and 779.21 shall govern the _____ of the liens here given so far as such provisions are applicable.

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

779.86 Records. A seller shall retain records for 60 days following completion of the time period for which prepaid maintenance is to be performed under a prepaid maintenance agreement including but not limited to records showing the amount of prepayment, the period for which maintenance is to be performed, all contracts relating to such maintenance and all records pertaining to the escrow account or bond required under s. 779.87.

143. A seller shall retain records for ____ days following completion of the time period for which prepaid maintenance is to be performed under a prepaid maintenance agreement

a. 10
b. 20
c. 30
d. 60

779.87 Escrow account or bond requirement. (1) REQUIREMENT. A seller who enters a regulated prepaid maintenance agreement shall either maintain an escrow account or maintain a bond.

144. A seller who enters a regulated prepaid maintenance agreement shall either maintain an _____.

a. escrow account
b. bond
c. both a & b
d. neither a or b

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(2) ESCROW ACCOUNT. (a) *Surety.* If a seller maintains an escrow account, all proceeds received under any regulated prepaid maintenance agreement shall be deposited in the escrow account for the benefit of any customer who suffers a loss of prepayments for maintenance due to the bankruptcy or cessation of business by the seller. (b) *Not to be commingled.* The seller shall not commingle the proceeds received under a regulated prepaid maintenance agreement with any other funds and any other funds which are commingled become a part of and shall be deposited in the escrow account. The seller may aggregate the proceeds received under several prepaid maintenance agreements in one escrow account.
(c) *Interest.* The seller may withdraw and retain for his or her own use any interest payments received on the escrow account. (d) *Not to be used prior to discharge.* The seller may not withdraw or use the proceeds received under a regulated prepaid maintenance agreement which are deposited in an escrow account prior to the discharge of the prepaid maintenance lien under s. 779.91. (e) *Not subject to attachment.* Until all prepaid maintenance liens are discharged, the escrow account is not subject to garnishment, execution, levy, attachment or foreclosure except as provided under s. 779.92.

145. The seller may commingle the proceeds received under a regulated prepaid maintenance agreement with any other funds and any other funds which are commingled become a part of and shall be deposited in the escrow account.

a. true
b. false

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(3) BOND. (a) *Surety.* If a seller maintains a bond, it shall be issued by a surety company licensed to do business in this state. (b) *Amount; filed.* The principal sum of the bond shall be $25,000 at all times. A copy of the bond shall be filed with the department of financial institutions. (c) *For benefit of customer.* The bond shall be in favor of the state for the benefit of any customer who suffers a loss of prepayments for maintenance due to the bankruptcy or cessation of business by the seller. Any customer claiming against the bond may maintain an action against the seller and the surety. (d) *Surety's obligation.* If the seller fails to perform maintenance under a regulated prepaid maintenance agreement, the surety shall either perform or procure the performance of that maintenance or pay the customer the amount of the prepayment made under the agreement. (e) *No lien.* If a seller maintains a bond under this subsection, a customer does not have a prepaid maintenance lien under s. 779.88.

146. The principal sum of the bond shall be $_____ at all times.

a. 10,000
b. 500

c. 25,000
d. none of the above

779.88 Prepaid maintenance lien. Except as provided under s. 779.87 (3), a customer who makes a prepayment under a regulated prepaid maintenance agreement has a lien designated as a prepaid maintenance lien in the amount of the prepayment on all the proceeds contained in the escrow account, including all after acquired proceeds. This lien is preferred to all other liens, security interests and claims on such proceeds except other prepaid maintenance liens which attached at an earlier time.

147. This lien is secondary to all other liens, security interests and claims on such proceeds except other prepaid maintenance liens which attached at an earlier time.
a. true
b. false

779.90 Notice of existence of lien. A person is deemed to have notice of a prepaid maintenance lien if: (1) That person has actual knowledge or reason to know that the lien exists on the seller's property; (2) That person has reason to know that the seller regularly demands or accepts prepayments for maintenance; (3) The seller engages in a type of business that generally requests or demands prepayment for maintenance; or (4) The lien was filed as permitted in s. 779.89.

148. A person is deemed to have notice of a prepaid maintenance lien if that person has actual knowledge or reason to know that the lien exists on the seller's property.
a. true
b. false
149. A person is deemed to have notice of a prepaid maintenance lien if that person has reason to know that the seller regularly demands or accepts prepayments for maintenance
a. true
b. false
150. A person is deemed to have notice of a prepaid maintenance lien if the seller engages in a type of business that generally requests or demands prepayment for maintenance
a. true
b. false
151. A person is deemed to have notice of a prepaid maintenance lien if the lien was filed as permitted in s. 779.89.
a. true
b. false

779.91 Discharge of lien. (1) A prepaid maintenance lien is discharged by: (a) Returning the amount of the prepayment to the customer who made the prepayment; (b) The expiration of the time period for the performance of all contract or other obligations secured by the prepayment; or (c) Lapse of the right to maintain an action.

152. A prepaid maintenance lien is discharged by returning the amount of the prepayment to the customer who made the prepayment.
a. true
b. false
153. A prepaid maintenance lien is discharged by the expiration of the time period for the performance of all contract or other obligations secured by the prepayment.
a. true
b. false

154. A prepaid maintenance lien is discharged by Lapse of the right to maintain an action.

a. true
b. false

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(2) Upon discharge of a prepaid maintenance lien, any customer who filed the lien as permitted in s. 779.89 is subject to the requirements of s. 409.513.

155. Upon discharge of a prepaid maintenance lien, any _____ who filed the lien as permitted in s. 779.89 is subject to the requirements of s. 409.513

a. contractor
b. sub contractor
c. customer
d. none of the above

779.92 Enforceability of lien. A prepaid maintenance lien is enforceable from the time it attaches until it is discharged. Any enforcement and foreclosure of a prepaid maintenance lien shall be in one civil action and shall be against the proceeds of the escrow account.

156. Any enforcement and foreclosure of a prepaid maintenance lien shall be in ____ civil action

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

779.93 Duties of the department of agriculture, trade and consumer protection. (1) The department of agriculture, trade and consumer protection shall investigate violations of this subchapter and attempts to circumvent this subchapter. The department of agriculture, trade and consumer protection may subpoena persons and records to facilitate its investigations, and may enforce compliance with such subpoenas as provided in s. 885.12.

157. The department of agriculture, trade and consumer protection may investigate violations of this subchapter and attempts to circumvent this subchapter.

a. true
b. false

158. The department of agriculture, trade and consumer protection shall subpoena persons and records to facilitate its investigations, and may enforce compliance with such subpoenas as provided in s.885.12.

a. true
b. false

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(2) The department of agriculture, trade and consumer protection may in behalf of the state or in behalf of any person who holds a prepaid maintenance lien: (a) Bring an action in any court of competent jurisdiction to enforce and foreclose a prepaid maintenance lien under s. 779.92. (b) Bring an action for temporary or permanent injunctive or other relief in any court of competent jurisdiction for any violation of this chapter or attempt to circumvent this chapter. The court may in its discretion, prior to the entry of final judgment, award restitution to any customer suffering loss because of violations of this subchapter if proof of that loss is submitted to the satisfaction of the court. (c) Bring an action in any court of competent jurisdiction for recovery of civil forfeitures against any seller who violates this subchapter.

159. The department of agriculture, trade and consumer protection shall in behalf of the state or in behalf of any person who holds a prepaid maintenance lien and bring an action in any court of competent jurisdiction to enforce and foreclose a prepaid maintenance lien under s. 779.92.

a. true
b. false

160. The department of agriculture, trade and consumer protection shall in behalf of the state or in behalf of any person who holds a prepaid maintenance lien and bring an action for temporary or permanent injunctive or other relief in any court of competent jurisdiction for any violation of this chapter or attempt to circumvent this chapter.

a. true
b. false

161. The department of agriculture, trade and consumer protection shall in behalf of the state or in behalf of any person who holds a prepaid maintenance lien and bring an action in any court of competent jurisdiction for recovery of civil forfeitures against any seller who violates this subchapter.

a. true
b. false

779.94 Penalties. (1) GENERALLY. A person who violates this subchapter shall forfeit not less than $100 nor more than $10,000 for each violation.

162. A person who violates this subchapter shall forfeit not less than $100 nor more than $10,000 for each violation.

a. true
b. false

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(2) MISUSE OF ESCROW FUNDS. The use of the proceeds in an escrow account by a seller for any purpose prior to the discharge of the prepaid maintenance lien is theft by the seller and is punishable under s. 943.20. If the seller is a corporation, such misuse is also deemed theft by any officer, director or agent of the corporation responsible for the misappropriation. Any of the misappropriated proceeds which have been received as salary, dividend, loan repayment, capital distribution or otherwise by any shareholder of the corporation not responsible for the misappropriation is a civil liability of the shareholder and may be recovered and restored to the escrow account by action brought by any interested party

163. The use of the proceeds in an escrow account by a seller for any purpose prior to the discharge of the prepaid maintenance lien is theft by the seller.

a. true
b. false

164. Theft by the seller and is punishable under s. 943.20.

a. true
b. false

165. Any of the misappropriated proceeds which have been received as salary, dividend, loan repayment, capital distribution or otherwise by any shareholder of the corporation not responsible for the misappropriation is a civil liability of the shareholder and may be recovered and restored to the escrow account by action brought by any interested party.

a. true
b. false

779.98 Payment of prior real estate liens. (1) Any person having a lien on real estate against which there is a prior lien may pay any or all of the items in sub. (2). The amounts paid shall be added to the payor's

lien, with interest from the date of payment at the same rate as when paid, or if no rate was provided for prior to such payment, at the legal rate of interest. Interest on amounts paid for items described in sub. (2) (d) shall be computed at the rate under s. 74.77. All sums so paid shall be collected as a part of and in the same manner as is the lien by virtue of which said payments are made and be entitled to the same priority.

166. Any person having a lien on real estate against which there is a prior lien shall pay any or all of the items in sub. (2)

a. true
b. false

167. The amounts paid shall be added to the payor's lien.

a. true
b. false

168. The amounts paid shall be added with interest from the date of payment at the same rate as when paid.

a. true
b. false

169. Interest on amounts paid for items described in sub. (2) (d) shall be computed at the rate under s. 74.77.

a. true
b. false

170. All sums so paid shall be collected as a part of and in the same manner as is the lien by virtue of which said payments are made and be entitled to the same priority.

a. true
b. false

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(2) The items, any or all of which may be paid under sub. (1), are as follows:
(a) Any past due or defaulted principal or interest of a prior lien.
(b) Any interest or amortized installment due under a prior lien.
(c) Premiums and assessment on insurance policies necessary to protect the security of the lienor making such payments or of any prior lien and authorized under the terms of either such lien.
(d) Taxes or special assessments due and unpaid on any realty covered by the lien with interest, penalties and costs.
(e) Any portion of a prior lien.
(f) Any charge for improvements or any other item authorized by statutes or by the terms of any prior lien.

171. The items, any or all of which may be paid under sub. (1), are as follows: (a) Any past due or defaulted principal or interest of a prior lien.

a. true
b. false

172. The items, any or all of which may be paid under sub. (1), are as follows: (b) Any interest or amortized installment due under a prior lien.

a. true
b. false

173. The items, any or all of which may be paid under sub. (1), are as follows: (c) Premiums and assessment on insurance policies necessary to protect the security of the lienor making such payments or of any prior lien and authorized under the terms of either such lien.

a. true
b. false

174. The items, any or all of which may be paid under sub. (1), are as follows: (d) Taxes or special assessments due and unpaid on any realty covered by the lien with interest, penalties and costs.

a. true
b. false

175. The items, any or all of which may be paid under sub. (1), are as follows: (e) Any portion of a prior lien.

a. true
b. false

176. The items, any or all of which may be paid under sub. (1), are as follows: (f) Any charge for improvements or any other item authorized by statutes or by the terms of any prior lien.

a. true
b. false

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(3) Payments made under sub. (1) shall be proved by the affidavit of the person making the payment or the person's agent or attorney, giving the items paid, the dates when paid and the description of the real estate on which the lien is claimed, shall have priority over any liens which were subsequent to the lien of the person making the payment at the date of such payments, and shall also have priority over any lien filed after such affidavit is recorded with the register of deeds of the county where the land is located. Said payments shall also be prior to any liens filed before the recording of such affidavit if such filing was made with knowledge of such payments.

177. Said payments shall also be prior to any liens filed before the recording of such affidavit if such filing was made with knowledge of such payments.

a. true
b. false

178. Payments made under sub. (1) may be proved by the affidavit of the person making the payment or the person's agent or attorney.

a. true
b. false

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(4) The payments may be made during the period in which any lien is being enforced, or during the redemption period. An affidavit of the payments as provided in sub. (3) may be recorded with the register of deeds, and a copy of the affidavit shall be furnished by the sheriff at least 5 days before the expiration of the redemption period.

179. The payments shall be made during the period in which any lien is being enforced.

a. true
b. false

180. An affidavit of the payments as provided in sub. (3) may be recorded with the register of deeds, and a copy of the affidavit shall be furnished by the sheriff at least ___ days before the expiration of the redemption period.

a. 1
b. 2
c. 5
d. 10

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(5) If the lienor at the time of making such payment has an equal priority with other lienors, and the property securing such liens does not sell for a sufficient sum to pay all liens, the person making such payments shall be repaid the amounts thereof before the other equal lienors receive any share in the proceeds of such sale.

181. The person making such payments may be repaid the amounts thereof before the other equal lienors receive any share in the proceeds of such sale.

a. true
b. false

Lien Law Quiz

1	a b c d	41	use below	81	a b c d
2	a b c d	42	a b c d	82	a b c d
3	a b c d	43	a b c d	83	a b c d e
4	a b c d	44	a b c d	84	a b c d e
5	a b c d	45	a b c d	85	a b c d
6	a b c d	46	a b c d	86	a b c d e
7	a b c d	47	a b c d	87	a b c d
8	a b c d	48	a b c d	88	a b c d
9	a b c d	49	a b c d	89	a b c d
10	a b c d	50	a b c d	90	a b c d
11	a b c d	51	a b c d	91	a b c d
12	a b c d	52	a b c d	92	a b c d
13	a b c d	53	a b c d	93	a b c d
14	a b c d	54	a b c d	94	a b c d e
15	a b c d	55	a b c d e f g	95	a b c d e
16	a b c d	56	a b c d e f g	96	a b c d e
17	a b c d	57	a b c d	97	a b c d e
18	a b c d	58	a b c d	98	a b c d e
19	a b c d	59	a b c d	99	a b c d e f
20	a b c d	60	a b c d	100	a b c d
21	a b c d	61	a b c d	101	a b c d
22	a b c d	62	a b c d	102	a b c d
23	a b c d	63	a b c d	103	a b c d
24	a b c d	64	a b c d	104	a b c d
25	a b c d	65	a b c d	105	a b c d
26	a b c d	66	a b c d	106	a b c d
27	a b c d	67	a b c d	107	a b c d
28	a b c d	68	a b c d	108	a b c d
29	a b c d	69	a b c d	109	a b c d
30	a b c d	70	a b c d	110	a b c d
31	a b c d	71	a b c d	111	a b c d
32	a b c d	72	a b c d	112	a b c d
33	a b c d	73	a b c d	113	a b c d
34	a b c d	74	a b c d	114	a b c d
35	use below	75	a b c d	115	a b c d
36	use below	76	a b c d	116	a b c d
37	use below	77	a b c d	117	a b c d
38	use below	78	a b c d	118	a b c d
39	use below	79	a b c d	119	a b c d
40	use below	80	a b c d	120	a b c d

121 a b c d	141 a b c d	161 a b c d
122 a b c d	142 a b c d	162 a b c d
123 a b c d	143 a b c d	163 a b c d
124 a b c d	144 a b c d	164 a b c d
125 a b c d	145 a b c d	165 a b c d
126 a b c d	146 a b c d	166 a b c d
127 a b c d	147 a b c d	167 a b c d
128 a b c d	148 a b c d	168 a b c d
129 a b c d	149 a b c d	169 a b c d
130 a b c d	150 a b c d	170 a b c d
131 a b c d	151 a b c d	171 a b c d
132 a b c d	152 a b c d	172 a b c d
133 a b c d	153 a b c d	173 a b c d
134 a b c d	154 a b c d	174 a b c d
135 a b c d	155 a b c d	175 a b c d
136 a b c d	156 a b c d	176 a b c d
137 a b c d	157 a b c d	177 a b c d
138 a b c d	158 a b c d	178 a b c d
139 a b c d	159 a b c d	179 a b c d
140 a b c d	160 a b c d	180 a b c d
		181 a b c d

35. _____

_____

36. _____

37. _____

_____

38. _____

_____

39. _____

40. _____

41. _____

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