

## **LIEN NOTICE**

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES CONTRACTOR THAT THOSE FURNISHING CONSTRUCTION LABOR OR MATERIALS MAY HAVE LIEN RIGHTS ON CONTRACTOR'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH CONTRACTOR AND SUBCONTRACTORS WHO GIVE THE CONTRACTOR NOTICE WITHIN SIXTY DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE WORK. ACCORDINGLY, THE CONTRACTOR WILL PROBABLY RECEIVE IDENTIFICATION NOTICES AND SHOULD GIVE A COPY OF EACH TO THE CONTRACTOR'S MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH CONTRACTOR AND ANY SUCH LENDER TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE PAID AMOUNTS DUE.

## **NOTICE CONCERNING CONSTRUCTION DEFECTS**

CONTRACTOR AND OWNER AGREE TO COMPLY WITH SECTION 895.07 OF THE WISCONSIN STATUTES WITH REGARD TO THE REQUIREMENTS OF NOTICE AND THE RIGHT TO CURE BEFORE COMMENCING ANY FORMAL PROCEEDING TO RESOLVE THE DISPUTE. CONTRACTOR ACKNOWLEDGES THAT A COPY OF THE STATE OF WISCONSIN BROCHURE OF NOTICE AND RIGHT TO CURE HAS BEEN GIVEN TO THE CONTRACTOR AT THE TIME THIS CONTRACT IS SIGNED. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, CONTRACTOR SHALL NOT BE OBLIGATED TO REPLACE OR REPAIR ANY DEFECT (AS DEFINED BELOW) OR PAY FOR THE REPLACEMENT OR REPAIR OF THE SAME IF SUCH DEFECT IS CAUSED, IN WHOLE OR IN PART BY: (A) CONTRACTOR'S IMPROPER OR INSUFFICIENT MAINTENANCE OF THE PROJECT SITE OR IMPROPER OR INSUFFICIENT MAINTENANCE OR OPERATION OF ANY OF THE PROJECT SITE'S SYSTEMS; (B) NATURAL OCCURRENCES BEYOND CONTRACTOR'S CONTROL; (C) AN ACT OR OMISSION OF CONTRACTOR OR ANY THIRD PARTIES NOT UNDER CONTRACTOR'S CONTROL, INCLUDING, BUT NOT LIMITED TO, WORK PERFORMED BY OWNER OR BY OTHER CONTRACTORS HIRED BY CONTRACTOR; OR (D) NORMAL WEAR AND TEAR AND NORMAL USAGE. IN THE EVENT OF AN ALLEGED CONSTRUCTION OR DESIGN DEFECT ARISING OUT OF OR RELATING TO THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, INCOMPLETE WORK, OR ANY OTHER CONDITION OF THE PROJECT SITE (EACH A "DEFECT"), CONTRACTOR SHALL NOTIFY CONTRACTOR THROUGH WRITTEN NOTICE OF ANY SUCH DEFECT, REGARDLESS OF THE CAUSE OR SOURCE, PROMPTLY UPON CONTRACTOR'S DISCOVERY OF THE DEFECT. CONTRACTOR SHALL THEREAFTER PROVIDE CONTRACTOR WITH REASONABLE ACCESS DURING NORMAL WORKING HOURS TO THE PROJECT SITE FOR THE PURPOSE OF INVESTIGATING, TESTING AND EXAMINING THE DEFECT. IF THE DEFECT IS COVERED BY CONTRACTOR WARRANTY, THEN CONTRACTOR SHALL BE GIVEN REASONABLE ACCESS TO THE PROJECT SITE AND A REASONABLE AMOUNT OF TIME TO, IN CONTRACTOR'S SOLE DISCRETION, REPLACE OR REPAIR THE DEFECT. THE REPLACEMENT OR REPAIR OF THE DEFECT SHALL BE CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR A DEFECT. CONTRACTOR WAIVES ANY AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO A DEFECT. CONTRACTOR ACKNOWLEDGES THE FOREGOING, AS WELL AS RECEIPT OF THE RIGHT TO CURE PAMPHLET PREPARED BY THE WISCONSIN DEPARTMENT OF COMMERCE.