

WAIVER OF LIEN

Materials or Labor

(Place): _____

Date: _____

Subcontract No.: _____

STATE OF: _____ COUNTY OF: _____

WHEREAS, WE the undersigned _____, have been employed as a Subcontractor by _____ to furnish _____ for the building or other improvements upon the premises known as: _____.

NOW, THEREFORE, the undersigned, for and in consideration of the payments previously received and the payments set forth herein below, to the extent not already waived, hereby waives and releases any and all debts, suits, actions, causes of action, accounts, covenants, contracts, agreements, claims, demands, liens (whether mechanic's or materialmen's or any Miller Act or similar state law claim), stop notice rights, surety bond claims, labor fringe benefit contributions under any applicable Labor Agreement or any similar right, in law or in equity, which it now has or might have in any way arising from or on account of labor, services, equipment, or materials, furnished or provided to the above project as shown on and to the extent of the following Subcontractor invoices for said building or premises, so that the Subcontractor, its surety, any construction lender, and the Construction Manager and the Owner of said premises, and their successors and assigns shall be freed and discharged of said claims, and so that the Construction Manager and the Owner shall and may hold and enjoy the said buildings and land freed and discharged from all liens, claims and demands whatsoever which Subcontractor now has or might or could have on or against the same, if these presents had not been made.

Subcontractor does hereby covenant, warrant, and represent that it has not assigned the whole or any part of the moneys to be paid to it on the inducement of this release and waiver and further, that the Construction Manager and Owner shall hold said funds in trust to the extent necessary to discharge the claims of all materialmen and laborers who have furnished material or performed labor to date in connection with the Subcontract, and further does covenant and agree to execute, acknowledge, and deliver all such further releases and other instruments as Construction Manager and/or the said Owner of said premises shall require for the better releasing of any and all claims which Subcontractor could have or claim as of the date hereof.

WAIVER OF LIEN

Materials or Labor

(continued)

SUBCONTRACTOR further certifies that all labor, materials, and services furnished by its lower-tier subcontractors, material and equipment suppliers, and employees in connection with the performance of said Subcontract and all applicable state and federal payroll taxes and payroll insurance have been fully paid; and agrees to defend, indemnify and hold completely harmless, Construction Manager in the event of any claims hereafter made alleging non-payment by such lower-tier subcontractors, suppliers or employees.

Executed this ____ day of _____, 20____.

Signed: _____

By: _____

Subcontractor

Title: _____

STATE OF _____

COUNTY OF _____ SS: _____

_____, being duly sworn, on his oath deposes and says that he executed the foregoing release on behalf of Subcontractor, therein named pursuant to due authority. That all work required to be performed as of this date under said Subcontract has been performed. That all materialmen and laborers who have furnished materials or performed labor in connection with said Subcontract have been paid for in full in actual cash. Deponent makes this affidavit from facts within his own knowledge and to induce the payment of \$_____ to Subcontractor which represents the _____ payment in accordance with said Subcontract, including extras to date, knowing that Construction Manager relies upon the truth of the statements herein contained.

President, Owner, Etc.

Sworn and subscribed to before me this ____ day of _____, 20____.

Notary Public

SEAL