# PARTIAL WAIYER OF LIEN AND RELEASE

Subconh·actor / Supplier:

Contractor:

# Owner:

Project:

Original Subcontract/ Material Contract Amount: Change Order Amounts:

Adjusted Subcontract/ Material Contract Amount: Total Payments Received to Date:

Invoice No.:

Date of this Invoice:

Amount ofthis Invoice:

STATE OF COUNTY OF

)

) ss.:

("Subcontractor"), for and in consideration of the payments made to it, for labor employed in and materials furnished for the constrnction of the above-referenced Project, the receipt and sufficiency of which is hereby acknowledged, hereby certifies as follows:

1. The Subcontractor acknowledges receipt of payment equal to the Total Payments Received to Date set forth above, and certifies that, through the date of the above-referenced Invoice, and conditional upon receipt of$ ,the amount of said Invoice, (a) the aggregate of said amounts represents payment in full, less retainage and claims previously asserted in writing and in accordance with the Subcontract (copies of such claims, if any, are annexed hereto), for all amounts due for labor and materials provided by the Subcontractor and all of its personnel, subcontractors and material and equipment suppliers in connection with the Project; and (b) the amounts set fmth above are true and correct.
2. The Subcontractor, for itself, its successors and assigns and anyone else acting or claiming by or through it, hereby releases and waives entirely, from the beginning of the world to the date of the above-referenced Invoice: (a) any mechanic's lien, construction lien or other lien, stop notice, or any right against any labor or material payment or performance bond, or claim to any mechanic's lien, construction lien or other lien which the Subcontractor may have for all labor, materials, equipment, services and supplies furnished for use with respect to the Project; (b) any and all claims, except claims regarding retainage and claims previously asserted in writing and in accordance with the Subcontract (copies of such claims, if any, are annexed hereto), against Owner and Contractor, and/or their respective related, affiliated and parent persons and entities including, without limitation, the agents, attorneys, employees, heirs, executors, administrators, members, managers, officers, stockholders, partners (both general and limited), sureties, successors, and assigns of the foregoing (collectively referred to as "Released Parties") on account of any action or cause of action arising out of or relating to the Project, contracts, labor, materials, equipment, services and supplies referenced above; and (c) all actions or causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which Subcontractor may have against the Released Parties upon or by reason of any matter, cause, or thing, whatsoever.
3. The Subcontractor further warrants that: (a) all workmen employed by it or its subcontractors upon this Project and all materialmen from whom the Subcontractor or its subcontractors have purchased materials used in the Project have been fully paid through the date of the above­ referenced Invoice; and (b) none of such workmen and materialmen has any claim or demand or right of lien against the land and improvements described above.
4. **[Insert name of person executing this document]** is a duly authorized agent of the Subcontractor, which has authorized him/her to make this affidavit and agrees the Released Parties and any surety and title insurer may rely upon this instrument. With respect to the foregoing representations and warranties, the Subcontractor does hereby agree to indemnify and hold harmless the Released Parties and any others against whom a claim is asserted by virtue of involvement or relationship with them, from any and alJ claims, damages, losses, expenses, and the like incurred by reason of any claim that the Subcontractor has not fully paid for all labor, materials and expenses incurred in connection with its work on the Project, including reasonable attorneys' fees, court or arbitration costs, and expe1t witness and consultant fees expended in connection with the defense of any such claim.
5. The Subcontractor agrees to pay and/or cause to be discharged within fifteen (15) days from the date of filing of any and all mechanic's liens, construction liens and other liens filed by others against the Project when such liens are claimed to have been filed as a result of the Subcontractor's failure to make payments for or in connection with any labor, materials, appliances, machinery, equipment, fixtures, or furnishings placed upon or installed in the Project. After such discharge by bonding, the Subcontractor shall take all steps necessary to effect cancellation, release or satisfaction of the lien. Any or all of the Released Parties may, at their option, (a) post a bond and discharge such lien,

(b) defend any action related to the Iien, or (c) pay and satisfy any judgment or award in connection with such lien, and the Subcontractor shall be responsible for and pay all of such Released Parties' direct and indirect costs, including without limitation attorneys' fees within thirty (30) days from demand therefor.

1. This Partial Waiver of Lien and Release does not include any pending claims against the Released Parties asse1ted by Subcontractor as a result of third-party claims for death or personal injury or property damage arising from or related to Subcontractor's work.
2. Any signature delivered via facsimile or other electronic means (e.g., .pdf sent by electronic mail) shall be deemed an original signature hereto.

IN WITNESS WHEREOF, this Unconditional Lien Waiver and Release has been executed this

day of 2022.

**Corporate Seal**

Subscribed and sworn to me this

day of 20

Notary Public

By: \_ Print Name:

Title: