



SUBCONTRACTOR/SUPPLIER CONDITIONAL LIEN WAIVER

Receipt and Waiver of Mechanic's Lien Rights

Date: _____

The undersigned hereby acknowledges upon receipt of the sum of:

Project No.: _____

\$ _____

Project Name: _____

Check Only One:

Subcontract No.: _____

[X] As payment for labor, skill, material and equipment furnished through the following date: _____ (except the sum of retainage or holdback)

Purchase Order No.: _____

_____ As full and final payment for all labor, skill, material and equipment furnished or to be furnished (except the sum of retainage or holdback)

Project Address: _____

_____ As full and final payment for all labor, skill, material and equipment furnished or to be furnished including retainage

and for value received hereby waives all rights acquired by the under signed to assert, file or record mechanic's liens, stop notices or bond rights and hereby releases any such mechanic's lien, stop notice or bond rights against said real property, the owner therefore, or any surety for labor, skill, material and equipment furnished to said real property (except for retainage, if any, shown in Number 1 or 2). The undersigned hereby agrees to indemnify, defend and hold harmless Contractor and owner for, from and against all costs, claims, loss or damage which Contractor or Owner may sustain as a result of any mechanic's liens, stop notice, bond rights, claims or obligations arising out of the undersigned's furnished said labor, skill, material and equipment. Furthermore, the undersigned being duly sworn deposes and say:

I am an officer or partner of the subcontractor/supplier named below, am authorized to make this affidavit and bind the subcontractor, am familiar with the facts and make this affidavit for and on behalf of the claimant knowing that it is being relied on by the Contractor in order to induce the Contractor to make the payment requested and Subcontractor's attached application for payment.

All subcontractor/subcontractors and suppliers have been paid all amounts due them through the Requisition date except such amounts which are subject of this requisition and which amounts the claimant agrees shall be paid promptly upon the receipt of within Requested Funds.

The subcontractor/supplier is current as to payment of and does not owe any amount for wages, fringe benefits, union dues, welfare pension and similar deductions; and any federal, state or other payroll taxes or deductions.

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Dated: _____

Company Name: _____

Officer Signature: _____

Title: _____

Address: _____

State of: _____

County of: _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identity, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s) as _____ (officer title) for _____ (company name) the/a _____ (business type).

Signature of Notary _____

My commission expires: _____