

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF SUBCONTRACTOR

STATE OF _____
COUNTY OF _____

SUBJECT PROJECT: _____
JOB NO: _____
ADDRESS/LEGAL DESCRIPTION OF PROJECT: _____

TO: (CONTRACTOR)

Owner: _____
Subcontractor: _____
Pay Application #: _____

In consideration for the final payment of _____ Dollars (\$ _____), the amount due the undersigned subcontractor for the **final payment** for labor, materials and services furnished by the undersigned for the above-described project, pursuant to subcontract dated _____ with Contractor, the undersigned, being first duly sworn, does hereby represent and certify to Contractor, as an inducement to Contractor to make final payment, and as representations upon which Contractor may rely in making said payment, as follows: there are no additional costs or claims for any extras or additions for labor or material with respect to the above-described subcontract and project; all work performed or materials installed are in accordance with the approved plans and specifications for the above-described project; all bills, charges and expenses for labor, supervision, materials, supplies, equipment, utilities, overhead, rentals and for all other things furnished or caused to be furnished for the above-described project by the undersigned have been paid in full; there are no unpaid claims or demands of subcontractors, sub-subcontractors, material suppliers, equipment suppliers, mechanics, laborers, lessors or others resulting from or arising out of any work done or materials or equipment supplied pursuant to said subcontract by the undersigned or by any other subcontractor, sub-subcontractor, material supplier, equipment supplier, mechanic, laborer, lessor or other person or entity; all federal and state payroll taxes and contributions for unemployment insurance, old age pensions, annuities, retirement benefits and union dues, imposed or assessed under any provision of any law (state or federal) or contract (and measured by wages, salaries or other remunerations paid by the undersigned to its employees or to its subcontractors engaged in said work or in any other operation incidental thereto) have been paid in full; and all payments received by the undersigned for this project will be used exclusively for the benefit of this project.

In consideration of the final payment, the undersigned does hereby release Contractor and the Owner from all claim(s), demand(s), action(s), and suit(s) of any kind arising under or by virtue of said subcontract and work done and/or materials and/or equipment supplied by the undersigned for the above-described project, and does hereby waive and release all present and/or future liens, rights of lien and lien and/or payment or performance bond claims of any kind whatsoever for any work done or labor or materials furnished for the project. **This release of claims and waiver of lien is contingent upon receipt of said final payment, and is further contingent upon the check representing payment of such sum being paid on presentment.**

The undersigned subcontractor and the undersigned individual signing on behalf of subcontractor do hereby jointly and severally agree to indemnify, defend and hold harmless Contractor and the Owner of the project, against any loss or damage, including reasonable attorney's fees, which the Contractor and/or the Owner of the project may sustain by reason of the untruth or inaccuracy of any of the foregoing statements and representations, or by reason of the filing of any claim(s), lien(s) demand(s), suit(s), charge(s) or other action(s) by any subcontractors, sub-subcontractors, material suppliers, mechanics, laborers, lessors or others resulting from, or arising out of, any work done or materials or equipment supplied pursuant to, or in connection with, the work required by said subcontract.

The references to Contractor and Owner shall include their respective parents, subsidiaries, affiliates, sureties, officers, directors, employees, agents and assigns.

WITNESS the hand and seal of the undersigned this _____ day of _____, 20_____

Witness/Attest: _____
(Name of Subcontractor)

By: _____ Its: _____
(Signature of Person Signing) (Office of Person Signing)

STATE OF _____) *** COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of _____, whose name is signed to the foregoing instrument and who is know to me, being first duly sworn, acknowledged before me on this day that the statements and representations made therein are true, and being informed of the contents of the foregoing instrument, and being duly authorized to execute same on behalf of said corporation (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 20_____.

My Commission Expires: _____, NOTARY PUBLIC