

**WAIVER AND RELEASE OF LIEN  
LABOR AND MATERIALS**

PROPERTY: (name and address)

OWNER: (name and address)

Contract or Reference No.:

Whereas the undersigned  Contractor,  Subcontractor,  Supplier,  Architect or Engineer, or  \_\_\_\_\_ has provided labor, services, materials or equipment, for the above project, under an agreement with: \_\_\_\_\_, In its capacity as  Owner or Owner's agent,  Contractor,  Subcontractor,  Architect or Engineer

**THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE** all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property at the address given above, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated and as limited below:

**IF CONTRACTOR, CHECK AND INITIAL ONE OF THE FOLLOWING:**

✓ INITIAL

**CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT** and final bank clearance of said remittance for the following amount of

\$ \_\_\_\_\_ (\_\_\_\_\_)  
 Partial  Final

**OR**

✓ INITIAL

**UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT** for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally for the following amount of

\$ \_\_\_\_\_ (\_\_\_\_\_)  
 Partial  Final

**IF SUBCONTRACTOR OR SUPPLIER**

Subcontractor  Supplier

✓ INITIAL

THE UNDERSIGNED, Subcontractor or Supplier has been paid in full for all services and work performed and materials furnished or, if not paid, has agreed to look solely to Contractor for payment, and to release \_\_\_\_\_ (the Owner) from any obligation to protect Subcontractor and to waive any lien or right of lien which Subcontractor may have on said premises to secure payment.

NOW, THEREFORE, in order to induce the Owner to make payment to Contractor, Subcontractor hereby waives and releases any and all liens, rights of lien and claims on or against the premises at the address above given and on any and all structures and buildings located thereon arising under any law of the State wherein said premises are situated, and hereby released and discharges the Owner from any obligation to protect Subcontractor for and on account of work performed and materials furnished by Subcontractor at said premises. Subcontractor represents that all sales and use taxes, if any, applicable to any materials furnished by or for Subcontractor have been paid in full.

The person signing below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

**STATE OF:** \_\_\_\_\_  
**COUNTY OF:** \_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME THIS  
**Day** \_\_\_\_\_ **of Year** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_  
**My Commission Expires:** \_\_\_\_\_

