

**SUBCONTRACTOR'S FINAL PAYMENT
WAIVER AND RELEASE**

PROJECT NAME AND ADDRESS:

**SUBCONTRACT AGREEMENT FOR:
(SCOPE OF WORK DESCRIPTION)**

SUBCONTRACTOR:

In consideration for payment in the amount of _____ and /100 (\$ _____) Dollars (hereinafter referred to as the "Final Payment") to be paid by _____ to _____ (hereinafter "Subcontractor"), the Subcontractor for itself, its successors, and assigns hereby remises, waives, releases, and forever discharges _____ of and from all manner of debts, demands, actions, causes of action, liens, suits, accounts, covenants, contracts, agreements and any and all claims and liabilities whatsoever in law and in equity, arising under, in connection with, or in any way related to Subcontractor's agreement with _____, dated _____, and any and all deletions, additions and modifications thereto (hereinafter called the "Agreement"), for the construction of and improvements to _____, (hereinafter the "Work").

Subcontractor hereby accepts the Final Payment as full compensation for all labor, services, equipment, and materials furnished to _____ for the Work. Subcontractor further warrants and represents that all bills, claims, demands, liabilities, and obligations for services, material, equipment and labor, including union dues and benefits, and any other items furnished to the date hereof under or in connection with the Agreement or the Work have been paid and satisfied.

The undersigned also certifies that he has complied with Federal, State and local tax laws including Social Security Laws, Unemployment Compensation Laws, Worker's Compensation Laws, and payment of all Sales Taxes insofar as applicable to their work.

Subcontractor unconditionally certifies that Contract has been paid in full for all work, labor, material, equipment or services of any kind furnished by or through Subcontractor relating to or concerning the Work or the Agreement, and Subcontractor hereby unconditionally waives, releases, and relinquishes any and all liens or claims or rights upon the Work or property of _____ its lending institutions and _____ and all improvements thereon, on account of services, material, equipment, labor or other items furnished by or on behalf of Subcontractor to date, under or in connection with the Agreement or the Work. Subcontractor further agrees hereby to indemnify and hold _____ harmless from any and all expenses, including costs and reasonable attorney's fees, from any and all claims, liens or financial obligations arising under, in connection with or by virtue of the Agreement or Work. The foregoing certification, release, and indemnification are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce _____ to make the Final Payment.

Signature as it appears on pg 2 of this document

This execution of waiver and release is voluntary, with full knowledge of any rights applicable under the laws of the State of New Jersey,

Executed as a sealed instrument this _____ day of _____, 201____
by the undersigned (if a Corporation, by a duly authorized officer).

State of: _____

County of: _____

(Print Name of Company)

Sworn to and subscribed before me this _____
Day of _____, 201____

Notary Public

Signed: _____

My commission expires: _____

Name: _____
(Please Print)

Title: _____
(Please Print)