

**WAIVER OF MECHANICS'/MATERIALMEN'S LIENS**

**KNOW ALL MEN BY THESE PRESENTS, that:**

**WHEREAS**, the undersigned has been employed by \_\_\_\_\_  
\_\_\_\_\_ for the furnishing of materials and/or labor necessary to the  
completion of a certain housing project known as \_\_\_\_\_  
\_\_\_\_\_, situated in \_\_\_\_\_, West Virginia.

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of One Dollar (\$1.00) cash-in-hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the \_\_\_\_\_ to make a further construction advance and/or permanent loan on the Project, the undersigned hereby:

1. acknowledges that he has been paid in full for all work and labor performed and/or materials furnished in, upon, or about the Project to and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;
2. waives and releases any and all claims and liens, and the right to assert any and all such claims or liens, which he may have under the mechanics' lien laws of the State of West Virginia, or otherwise, for or on account of work and labor performed and/or materials furnished in, upon, or about the project, to and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;
3. represents and warrants that he has paid in full all laborers, materialmen, subcontractors, and suppliers for any and all labor, material, or services purchased, rented, or otherwise acquired by (him) (it) in connection with the aforesaid Project to and including \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and
4. agrees to indemnify and to save (Contractor), \_\_\_\_\_ (Owner), and the \_\_\_\_\_ and each of them harmless from and against any and all claims, causes of action, costs, expenses, damages, and liability arising from or in connection with any liens or claims asserted by any third party supplying labor, material, or services to the undersigned as referred to in subparagraph 3 hereof.

**WITNESS** the following signature this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

**ACKNOWLEDGEMENT BY INDIVIDUAL**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing writing bearing date \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, has this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT BY CORPORATION**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing writing bearing date \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, has this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public