

**PARTIAL WAIVER AND RELEASE OF LIEN CONDITIONED UPON PAYMENT**

NORTH CAROLINA        )  
                                  )  
\_\_\_\_\_ COUNTY        )

TO: All parties having an interest in the following Project:

PROJECT: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

FOR GOOD AND VALUABLE CONSIDERATION , the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above to the following extent. The undersigned represents that it has been paid for all work performed and labor, equipment and/or materials supplied, at the above noted premises, less retainage, through \_\_\_\_\_ (Release Date).

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or sub-tier subcontractors for any and all labor, materials, and services due and owing on the project through the Release Date.

**Anything herein contained to the contrary notwithstanding, it is understood that the effect and enforceability of this Waiver and Release of Lien shall be conditioned upon receipt by the undersigned of payment in the amount of \$\_\_\_\_\_and this Waiver and Release of Lien is given by the undersigned and is accepted and relied upon by all parties subject to such understanding.**

This \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Name:

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Sworn to and subscribed before me  
this\_\_day of\_\_\_\_\_,2\_\_\_\_.

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