

UNCONDITIONAL INTERIM WAIVER AND RELEASE

TO _____ **AND/OR OWNER**
(Contractor)

From: _____
(Person or firm referred to in this document as "Subcontractor")

Project Name/Address: _____

Address: _____

Payment Application #: _____

Period From: _____ To: _____

Phone: _____

Cost Codes #'s: _____

Use of the term _____ means and refers to _____
(contractor) (contractor)

and its agents, representatives, employees, directors, and all those acting on their behalf, and specifically includes the Project Owner or Landowner where the Project is located.

SUBCONTRACT SUMMARY

- 1. Total Adjusted Contract Amount To Date \$ _____
- 2. Total (gross) complete & stored to date \$ _____
- 3. LESS: Retention amount to date (___%) \$ _____
- 4. Total (gross) complete & stored to date less retention deduction \$ _____
- 5. LESS: Total previously certified AND received by Subcontractor \$ _____
- 6. TOTAL AMOUNT OF THIS PAYMENT (The total of Line 5 and Line 4 represents the amount released by this Release) \$ _____

THE SUBCONTRACTOR SWEARS UNDER OATH TO THE FOLLOWING STATEMENT:

The Subcontractor has been paid and has received a progress payment in the sum of \$ _____ for labor, services, equipment and/or material furnished to _____
(contractor)

on the Project. In consideration of the payment, and to the extent of this payment and any previous payments, by signing this Release, the Subcontractor releases: any type or kind of lien, including, but not limited to, a mechanic's or laborer's lien; stop notice; or bond right that the Subcontractor has on the Project. This Release covers the progress payment for labor, services, equipment and/or material furnished to _____ through
(contractor)

_____, 2____ only and does not cover any retention or items furnished after that date.
(date)

The Subcontractor further represents and warrants that Subcontractor has provided an interim Release and Waiver of Lien from any and all laborers, materialmen or subcontractors employed or utilized by the Subcontractor on the Project. With respect to this representation and warranty, by signing this Release, the Subcontractor agrees to indemnify and hold harmless _____, its payment and performance bond surety, if any, the
(contractor)

Owner, the Landowner, and any others claiming by or through them, from any and all claims, damages, losses, expenses and the like incurred because the Subcontractor failed to disclose, or provide an interim Release and Waiver of Lien from, any laborers, materialmen or subcontractors on the Project.

By signing this Release, the Subcontractor acknowledges that: 1) the Subcontractor fully reviewed the terms and conditions of this Release; 2) the Subcontractor understands the legal effects of the Release; and 3) the Subcontractor signed this Release freely and voluntarily in exchange for the payment described above.

Subcontractor

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2____, before me a Notary Public in and for said county and state personally appeared _____, known to me to be the _____ of _____, the _____
(title) (company name) (company/corporation)
named in the above instrument, and acknowledged to me that he/she executed the same on behalf of such _____.
(company/corporation)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

Residing at _____

My Commission Expires _____