



FORM OF LIEN WAIVERS

The Funding Recipient shall collect and submit with each Reimbursement Request, lien waivers from each contractor, subcontractor or supplier being reimbursed, in the form as follows:

- Exhibit A-1
A partial lien waiver and release from each contractor (*e.g.* Construction Manager or General Contractor) with each Reimbursement Request for progress payments;
- Exhibit A-2
A final release from each contractor (*e.g.* Construction Manager or General Contractor) with the Reimbursement Request for final payment;
- Exhibit A-3
A partial lien waiver and release from each subcontractor, sub subcontractor and supplier with each Reimbursement Request for progress payments; and
- Exhibit A-4
A final release from each subcontractor, sub subcontractor and supplier with the Reimbursement Request for final payment for that subcontractor, subcontractor and supplier.



EXHIBIT A-1

PARTIAL LIEN WAIVER AND RELEASE
FOR CONTRACTORS AND AFFIDAVIT OF PAYMENT

Project Name :
Project Premises (Address) :
Owner/ Funding Recipient :
Contractor :
Contract Date :
Contract Amount :
Invoice Amount :
Invoice Date :
Amount Paid to Date :

The undersigned contractor has furnished certain work, labor, materials, equipment and/or other goods or services in connection with a project at the Project Premises noted above (the "Project").

In consideration of \$_____, representing the sum total of payments due and paid to date covering all work, labor, materials, equipment and/or other goods or services in connection with the Project, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for itself and its successors and assigns, hereby forever releases, waives, discharges and quitclaims in favor of Owner/Funding Recipient, New York City Economic Development Corporation and the City of New York (collectively, the "Released Parties"), any and all claims, demands and rights to mechanic's liens or any other liens, interests or causes of action whatsoever, in law or in equity, which it now has or may have relating to the Project or any work performed or labor, materials, equipment or other goods or services provided in connection with the Project, through the date hereof, except those items listed as follows:

- Retainage in the amount of _____
-
-

(Only claims listed above are reserved; any claims or potential claims not listed are waived and released).

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid any and all of its subcontractors, suppliers and employees for all items connected with the Project.

The undersigned hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all damages, costs, judgments, liabilities, demands, suits and expenses (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filed by any person or entity with respect to (i) any work performed in connection with the Project through the date hereof, (ii) any rights waived or released herein, and (iii) any misrepresentation or breach of any certification, affirmation, covenant or warranty made by the undersigned. Upon the request of a Released Party, the undersigned will undertake to defend such causes of action, claims or liens with counsel reasonably acceptable to such Released Party at the sole cost and expense of the undersigned. None of the representations, warranties or covenants in this affidavit are intended to limit any representations, warranties or covenants given prior to the date hereof. This affidavit shall be binding upon the undersigned and its successors and assigns and shall inure to the benefit of each of the Released Parties, and their respective successors and assigns.

I make this statement as _____ (*title*) of the undersigned to represent and warrant to the Released Parties that the Project Premises is free from any other claims or potential claims, including but not limited to construction liens, or the possibility of construction liens except as provided herein.

IN WITNESS WHEREEOF, the undersigned has hereto set its hand this ____ day of _____, 201_ by its duly authorized officer.

Name of Contractor:

Name of Signatory:

Title of Signatory:

STATE OF NEW YORK)
) SS:
COUNTY OF)

On ____ day of _____, 201__, before me, a Notary Public in and for said State, personally came _____, to me known, who, by me duly sworn, did depose and say that he or she resides at _____; that he or she is the _____ (*title*) of _____, the corporation described in and which executed the foregoing Partial Lien Waiver and Release and that he or she signed his or her name thereto by like order.

NOTARY PUBLIC

FINAL RELEASE FOR CONTRACTORS

Project Name :
Project Premises (Address) :
Owner/ Funding Recipient :
Contractor :
Contract Date :
Contract Amount :
Invoice Amount :
Invoice Date :
Amount Paid to Date :

The undersigned contractor has furnished certain work, labor, materials, equipment and/or other goods or services in connection with a project at the Project Premises noted above (the "Project").

In consideration of \$ _____¹, representing all monies due to the undersigned in connection with the Project, pursuant to the contract for the Project or otherwise, the undersigned hereby forever releases, waives and quitclaims in favor of Owner/Funding Recipient, New York City Economic Development Corporation and the City of New York (the "Released Parties"), any and all claims, demands and rights to mechanic's liens or any other liens, interests or causes of action whatsoever, in law or in equity, which it now has or may have relating to the Project or any work performed or labor, materials, equipment or other goods or services provided in connection with the Project.

The undersigned certifies that it has paid any and all of its subcontractors, suppliers and employees for all items connected with the Project and that the Project Premises is free from any claims or potential claims, including but not limited to construction liens.

The undersigned hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all damages, costs, judgments, liabilities, demands, suits and expenses (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filed by any person or entity with respect to (i) any work performed in connection with the Project, (ii) any rights waived or released herein, and (iii) any misrepresentation or breach of any certification, affirmation, covenant or warranty made by the undersigned. Upon the request of a Released Party, the undersigned will undertake to defend such causes of action, claims or liens with counsel reasonably acceptable to such Released Party at the sole cost and expense of the undersigned. None of the representations, warranties or covenants in this affidavit are intended to limit any representations, warranties or covenants given prior to the date hereof. This affidavit shall be binding upon the undersigned and its successors and assigns and shall inure to the benefit of each of the Released Parties, and their respective successors and assigns.

¹ Full amount paid, should match full contract amount

IN WITNESS WHEREEOF, the undersigned has caused this FINAL RELEASE to be executed but its duly authorized officer on this ____ day of _____, 201__.

Name of Contractor:

Name of Signatory:

Title of Signatory:

STATE OF NEW YORK)
) SS:
COUNTY OF)

On ____ day of _____, 201__, before me, a Notary Public in and for said State, personally came _____, to me known, who, by me duly sworn, did depose and say that he or she resides at _____; that he or she is the _____ (title) of _____, the corporation described in and which executed the foregoing FINAL RELEASE and that he or she signed his or her name thereto by like order.

NOTARY PUBLIC

FINAL RELEASE FOR CONTRACTORS

Project Name :
Project Premises (Address) :
Owner/ Funding Recipient :
Contractor :
Contract Date :
Contract Amount :
Invoice Amount :
Invoice Date :
Amount Paid to Date :

The undersigned contractor has furnished certain work, labor, materials, equipment and/or other goods or services in connection with a project at the Project Premises noted above (the "Project").

In consideration of \$ _____², representing all monies due to the undersigned in connection with the Project, pursuant to the contract for the Project or otherwise, the undersigned hereby forever releases, waives and quitclaims in favor of Owner/Funding Recipient, New York City Economic Development Corporation and the City of New York (the "Released Parties"), any and all claims, demands and rights to mechanic's liens or any other liens, interests or causes of action whatsoever, in law or in equity, which it now has or may have relating to the Project or any work performed or labor, materials, equipment or other goods or services provided in connection with the Project.

The undersigned certifies that it has paid any and all of its subcontractors, suppliers and employees for all items connected with the Project and that the Project Premises is free from any claims or potential claims, including but not limited to construction liens.

The undersigned hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all damages, costs, judgments, liabilities, demands, suits and expenses (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filed by any person or entity with respect to (i) any work performed in connection with the Project, (ii) any rights waived or released herein, and (iii) any misrepresentation or breach of any certification, affirmation, covenant or warranty made by the undersigned. Upon the request of a Released Party, the undersigned will undertake to defend such causes of action, claims or liens with counsel reasonably acceptable to such Released Party at the sole cost and expense of the undersigned. None of the representations, warranties or covenants in this affidavit are intended to limit any representations, warranties or covenants given prior to the date hereof. This affidavit shall be binding upon the undersigned and its successors and assigns and shall inure to the benefit of each of the Released Parties, and their respective successors and assigns.

² Full amount paid, should match full contract amount

IN WITNESS WHEREEOF, the undersigned has caused this FINAL RELEASE to be executed but its duly authorized officer on this ____ day of _____, 201__.

Name of Contractor:

Name of Signatory:

Title of Signatory:

STATE OF NEW YORK)
) SS:
COUNTY OF)

On ____ day of _____, 201__, before me, a Notary Public in and for said State, personally came _____, to me known, who, by me duly sworn, did depose and say that he or she resides at _____; that he or she is the _____ (title) of _____, the corporation described in and which executed the foregoing FINAL RELEASE and that he or she signed his or her name thereto by like order.

NOTARY PUBLIC

PARTIAL LIEN WAIVER AND RELEASE **FOR SUBCONTRACTORS AND SUPPLIERS AND AFFIDAVIT OF PAYMENT**

Project Name :
Project Premises (Address) :
Owner/ Funding Recipient :
Contractor :
Subcontractor/Supplier :
Contract Date :
Contract Amount :
Invoice Amount :
Invoice Date :
Amount Paid to Date :

The undersigned subcontractor/sub subcontractor/supplier (*select*) has furnished certain work, labor, materials, equipment and/or other goods or services in connection with a project at the Project Premises noted above (the "Project").

In consideration of \$_____, representing the sum total of payments due and paid to date covering all work, labor, materials, equipment and/or other goods or services in connection with the Project, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for itself and its successors and assigns, hereby forever releases, waives, discharges and quitclaims in favor of Contractor, Owner/Funding Recipient, New York City Economic Development Corporation and the City of New York (collectively, the "Released Parties"), any and all claims, demands and rights to mechanic's liens or any other liens, interests or causes of action whatsoever, in law or in equity, which it now has or may have relating to the Project or any work performed or labor, materials, equipment or other goods or services provided in connection with the Project, through the date hereof, except those items listed as follows:

- Retainage in the amount of _____
-
-

(Only claims listed above are reserved; any claims or potential claims not listed are waived and released).

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid any and all of its subcontractors, suppliers and employees for all items connected with the Project.

The undersigned hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all damages, costs, judgments, liabilities, demands, suits and expenses (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filed by any person or entity with respect to (i) any work performed in connection with the Project through the date hereof, (ii) any rights waived or released herein, and (iii) any misrepresentation or breach of any certification, affirmation, covenant or warranty made by the undersigned. Upon the request of a Released Party, the undersigned will undertake to defend such causes of action, claims or liens with counsel reasonably acceptable to such Released Party at the sole cost and expense of the undersigned. None of

the representations, warranties or covenants in this affidavit are intended to limit any representations, warranties or covenants given prior to the date hereof. This affidavit shall be binding upon the undersigned and its successors and assigns and shall inure to the benefit of each of the Released Parties, and their respective successors and assigns.

I make this statement as _____ (*title*) of the undersigned to represent and warrant to the Released Parties that the Project Premises is free from any other claims or potential claims, including but not limited to construction liens, or the possibility of construction liens except as provided herein.

IN WITNESS WHEREEOF, the undersigned has hereto set its hand this ____ day of _____, 201_ by its duly authorized officer.

Name of Subcontractor/Supplier:

Name of Signatory:

Title of Signatory:

STATE OF NEW YORK)
) SS:
COUNTY OF)

On ____ day of _____, 201__, before me, a Notary Public in and for said State, personally came _____, to me known, who, by me duly sworn, did depose and say that he or she resides at _____; that he or she is the _____ (*title*) of _____, the corporation described in and which executed the foregoing Partial Lien Waiver and Release and that he or she signed his or her name thereto by like order.

NOTARY PUBLIC

FINAL RELEASE FOR SUBCONTRACTORS AND SUPPLIERS

Project Name :
Project Premises (Address) :
Owner/ Funding Recipient :
Contractor :
Subcontractor/Supplier :
Contract Date :
Contract Amount :
Invoice Amount :
Invoice Date :
Amount Paid to Date :

The undersigned subcontractor/sub subcontractor/supplier (*select*) has furnished certain work, labor, materials, equipment and/or other goods or services in connection with a project at the Project Premises noted above (the "Project").

In consideration of \$ _____³, representing all monies due to the undersigned in connection with the Project, pursuant to the contract for the Project or otherwise, the undersigned hereby forever releases, waives and quitclaims in favor of Contractor, Owner/Funding Recipient, New York City Economic Development Corporation and the City of New York (the "Released Parties"), any and all claims, demands and rights to mechanic's liens or any other liens, interests or causes of action whatsoever, in law or in equity, which it now has or may have relating to the Project or any work performed or labor, materials, equipment or other goods or services provided in connection with the Project.

The undersigned certifies that it has paid any and all of its subcontractors, suppliers and employees for all items connected with the Project and that the Project Premises is free from any claims or potential claims, including but not limited to construction liens.

The undersigned hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all damages, costs, judgments, liabilities, demands, suits and expenses (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filed by any person or entity with respect to (i) any work performed in connection with the Project through the date hereof, (ii) any rights waived or released herein, and (iii) any misrepresentation or breach of any certification, affirmation, covenant or warranty made by the undersigned. Upon the request of a Released Party, the undersigned will undertake to defend such causes of action, claims or liens with counsel reasonably acceptable to such Released Party at the sole cost and expense of the undersigned. None of the representations, warranties or covenants in this affidavit are intended to limit any representations, warranties or covenants given prior to the date hereof. This affidavit shall be binding upon the undersigned and its successors and assigns and shall inure to the benefit of each of the Released Parties, and their respective successors and assigns.

³ Full amount paid, should match full contract amount

IN WITNESS WHEREEOF, the undersigned has caused this FINAL RELEASE to be executed but its duly authorized officer on this ____ day of _____, 201__.

Name of Subcontractor/Supplier:

Name of Signatory:

Title of Signatory:

STATE OF NEW YORK)
) SS:
COUNTY OF)

On ____ day of _____, 201__, before me, a Notary Public in and for said State, personally came _____, to me known, who, by me duly sworn, did depose and say that he or she resides at _____; that he or she is the _____ (title) of _____, the corporation described in and which executed the foregoing FINAL RELEASE and that he or she signed his or her name thereto by like order.

NOTARY PUBLIC