

SUBCONTRACTOR'S FINAL LIEN WAIVER AND RELEASE OF CLAIMS

Owner:	Original Contract Sum:
Project/Premises:	Total Approved CO's:
Construction Manager:	Contract Sum to Date:
Subcontractor:	Total Completed to Date:
Requisition/Payment #	Total Payments Received to Date:
	Final Payment:

Subcontractor hereby acknowledges that the Final Payment, upon clearance by Subcontractor's bank, together with Total Payments Received To Date, represents payment in full for all work, labor, services, equipment and materials furnished on the Project by Subcontractor and its sub-subcontractors, laborers and materialmen.

In consideration of the sums previously received, and the Final Payment, Subcontractor hereby waives and releases Construction Manager and Owner from any and all claims for payment for the Work and liens and rights of liens in connection with the Project as well as any other claims, rights or causes of action in equity or law whatsoever arising out of, through or under the Subcontract for the Work on the Project or otherwise in connection with the Project.

Subcontractor represents and warrants that it has paid for all labor, materials, equipment and services that it has used or supplied in the amounts set forth on Subcontractor's Applications for Payment or, upon clearance of the Final Payment, will pay for same in accordance with applicable law. Subcontractor further represents and warrants that it has no other outstanding and unpaid applications, invoices, or unbilled work or materials against Construction Manager. Subcontractor agrees to defend, indemnify and hold harmless Construction Manager and Owner for any losses or expenses (including without limitation reasonable attorneys' fees) should any claim, lien or right of lien be asserted against Construction Manager or Owner by Subcontractor or any of its sub-subcontractors, laborers or materialmen in connection with payment for the Work. Subcontractor acknowledges (a) amounts received from Construction Manager are trust funds under applicable law and (b) the making and delivery of this waiver is a substantial inducement to Construction Manager in making payments to Subcontractor.

By: _____

Name:

Title:

Sworn to before me this
____ day of _____, 20__

Notary Public