



**UNCONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS UPON PARTIAL PAYMENT**

**OWNER:** \_\_\_\_\_

**GENERAL CONTRACTOR:** **C4 BUILDERS, LLC**

**SUBCONTRACTOR:** \_\_\_\_\_

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

The undersigned, to support its entitlement to the requested payment, and for and in consideration of payment made by the GC to the undersigned or to a subcontractor, materialman, or supplier of the undersigned, and contingent upon the receipt of such payment, for the Work performed in the construction of the above-referenced Project pursuant to a Subcontract Agreement or Purchase Order between C4 Builders LLC and \_\_\_\_\_, hereby affirms, certifies and warrants as follows:

In consideration of the sum of \$ \_\_\_\_\_ paid by the GC contemporaneously with this Affidavit, and in accord with the Subcontract Agreement or the Purchase Order, as applicable, the undersigned does hereby forever waive and release in favor of the GC and its sureties, the Owner of the Project and its lenders and guarantors, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through \_\_\_\_\_] (the "Waiver and Release Date"), (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demand for payment for the Work performed, rendered, supplied or furnished by the undersigned for or with respect to the Project including any claims for extended or additional job costs, and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work.

The undersigned hereby acknowledges payment in full of previous amounts previously being due and payable to the undersigned for the Work.

As of the Waiver and Release Date, the undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against the GC and/or its sureties, the Owner of the Project and/or its lenders and guarantors, or the Project.

As of the Waiver and Release Date, the undersigned has paid in full all laborers, and, subject to retainage, all subcontractors, suppliers, materialmen, trade unions and others with respect to all work performed in the construction of the Project. No such party has filed or can properly file any claim, demand, lien, encumbrance or action against the GC and/or its sureties, the Owner of the Project and/or its lenders and guarantors, or the Project.

As of the Waiver and Release Date, the undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title to the same to the GC or the Owner.

As of the Waiver and Release Date, the undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.

As of the Waiver and Release, The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor — Full Corporate Name)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_  
(Corporate Title)

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_ 20\_\_.

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

My Commission Expires:  
\_\_\_\_\_