

# LIEN WAIVER AND RELEASE

The undersigned ("Affiant"), being first duly sworn, deposes and says:

Affiant is a contractor, subcontractor, materialman or an officer, agent or representative of same, who or which has furnished services, labor or materials ("Contractor") in the construction, repair, and/or replacement (the "Work") of improvements upon real property owned by:

Borrowers Name: \_\_\_\_\_ Loan No. \_\_\_\_\_

Property Address: \_\_\_\_\_

Contractor Has Furnished:

\_\_\_\_\_

(Describe nature of Labor/Materials on the above project)

Total Completed:	\$ _____
Retainage (Holdback):	\$ _____
Total Earned Less Retention (Subtotal):	\$ _____
Net Draw Amount (Amount of Check):	\$ _____

The total of all changes for, and in connection with, all such services, labor and/or materials performed or furnished by Contractor will be paid in full to Contractor upon receipt of completed lien waiver and any other required documentation. Affiant, as Contractor or as an officer, agent, or representative of Contractor, hereby acknowledges complete satisfaction of and forever waives and releases all claims of every kind against Borrower or the property referred to above or any other property of Borrower, including, but not limited to all liens and claims of liens, that Contractor may have as a result of or in connection with the performance or furnishing of such services, labor and/or materials upon receipt of payment.

Affiant, as Contractor or as an officer, agent or representative of Contractor, further represent and warrants that (a) Contractor has not assigned and will not assign any claim for payment or any right to perfect a lien against said property, (b) all persons or entities who furnished services, labor or materials to Contractor in connection with the Work have been paid all amounts to which they have or may become entitled therefore, and (c) Contractor's portion of the Work is fully completed in accordance with the final plans and specifications therefore.

Affiant, as Contractor or as an officer, agent or representative of Contractor, hereby agrees unconditionally to indemnify Borrower and hold Borrower harmless from and against all liability, loss, cost, or expense (including, but not limited to, attorneys' fees) now or hereafter incurred, paid, or suffered by or asserted against Borrower or any of Borrower's property because of any claim or action by Contractor with respect to the claims, liens, and rights herein waived and released or arising out of any breach or untruth of any warranty or representation herein made.

Affiant represents that Affiant is duly authorized to execute this document on behalf of Contractor.

All of the provisions of this document shall bind Affiant, Contractor, and their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Borrower and Borrower's heirs, legal representatives, successors, assigns and sureties.

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ (Print Name Of Company)

\_\_\_\_\_ (Title of Signer)

\_\_\_\_\_ (Signature)