

SUBCONTRACTOR/SUBVENDOR FINAL RELEASE AND LIEN WAIVER

The undersigned represents and warrants that it has been paid and has received (or that it will be paid and will receive via proceeds from this pay application) \$_____ as full and final settlement under the contract/agreement dated _____ (including any amendments or modifications thereto) (the "**Contract**") between the undersigned and _____ ("**Contractor/Vendor**") for the _____ Project owned by _____ ("**Owner**"). In consideration for this final payment, and other good and valuable consideration, receipt of which is acknowledged, the undersigned makes the following representations and warranties:

1. The undersigned and Owner have fully settled all terms and conditions of the Contract (including any amendments or modifications thereto), as well as any other written or oral commitments, agreements, and/or understandings in connection with the Project.
2. The undersigned has been paid in full (or it will be paid in full via proceeds from this pay application) for the labor, services, and materials in connection with the Contract, including all work performed or any materials provided by its subcontractors, vendors, suppliers, materialmen, laborers, or other persons or entities.
3. The undersigned has paid in full (or it will pay in full via proceeds from this pay application) all its subcontractors, vendors, suppliers, materialmen, laborers, and other person or entity providing services, labor, or materials to the Project; there are no outstanding claims, demands, or rights to liens against the undersigned, the Project, or the Owner in connection with the Contract on the part of any person or entity; and no claims, demands, or liens have been filed against the undersigned, the Project, or the Owner relating to the Contract.
4. The undersigned releases and discharges Contractor/Vendor and Owner from all claims, demands, or causes of action (including all lien claims and rights) that the undersigned has, or might have, under any present or future law, against either of them in connection with the Contract. The undersigned hereby specifically waives and releases any lien or claim or right to lien in connection with the Contract against Contractor/Vendor, Owner, Owner's property, and the Project, and also specifically waives, to the extent allowed by law, all liens, claims, or rights of lien in connection with the Contract by the undersigned's subcontractors, materialmen, laborers, and all other persons or entities furnishing services, labor, or materials in connection with the Contract.
5. The undersigned shall indemnify, defend, and hold harmless Contractor/Vendor and Owner from any action, proceeding, arbitration, claim, demand, lien, or right to lien relating to the Contract, and shall pay any costs, expenses, and/or attorneys' fees incurred by Contractor/Vendor and/or Owner in connection therewith.

The undersigned makes the foregoing representations and warranties with full knowledge that Contractor/Vendor and Owner shall be entitled to rely upon the truth and accuracy thereof.

DATED: _____

(Subcontractor/Subvendor company name)

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, a Notary Public for the above County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ [title] of _____ [company name], and that he/she, as _____ [title], being authorized to do so, executed the foregoing on behalf of _____ [company name]. Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.