

PARTIAL WAIVER OF LIEN AND RELEASE OF SUBCONTRACTOR

STATE OF _____
COUNTY OF _____

SUBJECT PROJECT: _____
JOB NO: _____
ADDRESS/LEGAL DESCRIPTION OF PROJECT: _____

TO: (CONTRACTOR)
Myrick, Gurosky & Associates, Inc.
700 Montgomery Highway
Suite 156
Birmingham, AL 35216

Owner: _____
Subcontractor: _____
Pay Application #: _____

In consideration for an interim payment in the amount due the undersigned subcontractor through _____ (hereinafter referred to herein as "DATE") for labor, materials and services furnished by the undersigned for the above-described project, pursuant to subcontract dated _____ with Contractor, the undersigned, being first duly sworn does hereby represent and certify to Contractor as an inducement to Contractor to make an interim payment, and as representations upon which Contractor may rely in making said payment, as follows: there are no additional costs or claims for any extras or additions for labor or material with respect to the above-described subcontract and project to DATE ; all work performed or materials installed to DATE are in accordance with the approved plans and specifications for the above-described project; all bills, charges and expenses for labor, supervision, materials, supplies, equipment, utilities, overhead, rentals and for all other things furnished or caused to be furnished for the above-described project by the undersigned through the date of the undersigned's previous pay request have been paid in full; there are no unpaid claims or demands of subcontractors, sub-subcontractors, material suppliers, equipment suppliers, mechanics, laborers, lessors or others resulting from or arising out of any work done or materials or equipment supplied pursuant to said subcontract by the undersigned or by any other subcontractor, sub-subcontractor, material supplier, equipment supplier, mechanic, laborer, lessor or other person or entity, through the date of the undersigned's previous pay request; all federal and state payroll taxes and contributions for unemployment insurance, old age pensions, annuities, retirement benefits and union dues, imposed or assessed under any provision of any law (state or federal) or contract (and measured by wages, salaries or other remunerations paid by the undersigned to its employees or to its subcontractors engaged in said work or in any other operation incidental thereto) have been paid in full to DATE; and all payments received by the undersigned for this project will be used exclusively for the benefit of this project.

In consideration of the interim payment, the undersigned does hereby release Contractor and the Owner of the project from all claim(s), demand(s), action(s), suit(s) of any kind arising under or by virtue of said subcontract and work done and/or materials and/or equipment supplied by the undersigned for the above-described project to DATE, and does hereby waive and release all present and/or future liens, rights of lien and lien and/or payment or performance bond claims of any kind whatsoever for any work done or labor or materials furnished for the project to DATE.

The undersigned subcontractor and the undersigned individual signing on behalf of subcontractor do hereby jointly and severally agree to indemnify, defend and hold harmless Contractor and the Owner of the project, against any loss or damage, including reasonable attorney's fees, which Contractor, and or the Owner of the project may sustain by reason of the untruth or inaccuracy of any of the foregoing statements and representations, or by reason of the filing of any claim(s), lien(s) or other action(s) by any subcontractors, sub-subcontractors, material suppliers, mechanics, laborers, lessors or others resulting from, or arising out of, any work done or materials or equipment supplied pursuant to, or in connection with, the work required by said subcontract.

The references to Contractor and Owner shall include their respective parents, subsidiaries, affiliates, sureties, officers, directors, employees, agents and assigns.

WITNESS the hand and seal of the undersigned this _____ day of _____, 20_____.

Witness/Attest: _____
(Name of Subcontractor)

By: _____ Its: _____
(Signature of Person Signing) (Office of Person Signing)

STATE OF _____) * * * COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, being first duly sworn, acknowledged before me on this day that the statements and representations made therein are true, and being informed of the contents of the foregoing instrument, and being duly authorized to execute the same, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 20 _____.

My Commission Expires: _____, NOTARY PUBLIC