

INTERIM WAIVER OF LIEN AND RELEASE OF SUPPLIER

STATE OF _____
COUNTY OF _____

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

TO: (CONTRACTOR)
Myrick, Gurosky & Associates, Inc.
700 Montgomery Highway
Suite 100
Birmingham, AL 35216

Owner: _____
Subcontractor: _____

The undersigned, _____, being first duly sworn, does hereby represent and certify to _____ as Subcontractor, and/or Myrick, Gurosky and Associates, Inc. as General Contractor for the Project, that all bills, charges and expenses for labor, supervision, materials, supplies, equipment, rentals and for all other things furnished or caused to be furnished for the above-described construction project by the undersigned through _____ (Date) have been fully paid except as follows:

Table with 3 columns: DATE OF INVOICE DESCRIPTION, INVOICE NUMBER, INVOICE AMOUNT. Includes four rows of blank lines for data entry.

The undersigned and the undersigned individual signing on behalf of the supplier do hereby agree to defend, indemnify, and hold harmless Subcontractor, the General Contractor, and the Owner of the project, against any loss or damage, including reasonable attorney's fees, which the Subcontractor, the General Contractor, and/or the Owner of the project may sustain by reason of the falsity or inaccuracy of any of the foregoing statements and representations. Except for the bills, charges or expenses set forth above as unpaid (if any) the undersigned hereby completely and fully waives, releases and relinquishes any and all liens, right of lien, right against payment or performance bond and any claim(s), action(s), suit(s) and demand(s) of whatsoever kind or character for any and all work done or labor or materials furnished for or incorporated into the project through the Date set forth above. The undersigned expressly releases the Subcontractor referred to above, the General Contractor and the Owner from any claims or charges with respect to the undersigned's labor, services or materials furnished for the above-stated project.

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 Supplier)
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 _____, as _____ of _____, whose name is signed to the foregoing instrument and who is know 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 same on behalf of said corporation (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