

CONDITIONAL LIEN WAIVER AND RELEASE ON PROGRESS PAYMENT

Date: _____

For Work & Materials through: _____

Owner:
General Contractor: Wonder Works Construction Corp.
Contractor/Sub/Supplier:
Project:
Date of Requisition:
Requisition No.:

Original Contract Sum: \$ _____
Total Approved CO's: \$ _____
Contract Sum to Date: \$ _____
Total Completed to Date: \$ _____
Retainage: \$ _____
Total Earned Less Retainage: \$ _____
Total Payments Received to Date: \$ _____
Current Progress Payment: \$ _____

The undersigned [Contractor, Subcontractor, Supplier] which provided work, services, materials or equipment for the above Project, conditioned upon its receipt of \$ _____ which shall represent full payment for work, services, materials and/or equipment furnished in connection with the above Project through the date indicated above, waives and releases all liens or rights with respect to said payment. *The total paid to date (not including amount on this lien waiver) is \$ _____.*

The undersigned further:

1. Acknowledges that the aforesaid payment will represent in full for all labor, materials, etc., furnished by it, in connection with its work on the above Project in accordance with the subcontract with Wonder Works Construction Corp to the date of Requisition except for retainage, if any.
2. Affirms that (1) all sales and other taxes due and (2) all payments of fringe and Union Benefits related to the Project have been paid in full to the date of requisition.
3. Agrees that if after the date hereof, there shall be evidence of any lien filed (i) by the undersigned or (ii) any subcontractor or supplier of the undersigned for which, if established, Owner might become liable or which might encumber title to the Property or Project, the undersigned shall promptly discharge same and indemnify, hold harmless and defend Wonder Works Construction Corp and the Owner against any loss, damages, costs or expenses, including attorney's fees, associated therewith.
4. That for itself, its successors or assigns, releases and forever discharges Wonder Works Construction Corp and Owner (and each of their partners, shareholders, directors, employees and agents and each of their successors and assigns), from all claims, demands or causes of action which it has had, currently has, arising from or in any way relating to the Subcontract, the Property, or the Project occurring prior to the date of Requisition..
5. Guarantees that all portions of the work furnished and installed by it are in accordance with the Subcontract and that all Guarantees are in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal this ____ day of _____ 20__

Company: _____

By: _____
(Authorized Signature)

(Printed Name)

Title: _____

STATE OF _____) ss:
 COUNTY OF _____)

On this ____ day of _____ 20__ before me personally appeared _____, Who under oath acknowledged that he/she read the foregoing Release, Guarantee and Waiver of Liens and knows the contents thereof; that he/she is authorized to execute said Release, Guarantee and Waiver of Liens on behalf of the above named entity; that the statements therein are true and correct; and that he/she executed the same in order to accomplish the purposes therein set forth.

(NOTARY PUBLIC)