**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 fromthis payapplication) $\_\_\_\_\_\_\_\_\_\_ as full and final settlement under the contract/agreement dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_(includinganyamendmentsormodificationsthereto)(the“**Contract**”)betweentheundersigned and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Contractor/Vendor**”)forthe\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Projectownedby\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Owner**”).Inconsiderationforthisfinalpayment,andothergood andvaluableconsideration,receiptofwhichisacknowledged,theundersigned makesthe followingrepresentationsand warranties:

1. The undersigned and Owner have fullysettled all terms and conditions ofthe Contract (includinganyamend-ments or modifications thereto), as well as any other written or oral commitments, agreements, and/or under-standings 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. Theundersignedhaspaidinfull(oritwillpayinfullviaproceedsfromthispayapplication)allitssubcontrac-tors,vendors,suppliers, materialmen,laborers,andotherpersonorentityprovidingservices,labor,ormaterials totheProject;therearenooutstandingclaims,demands,orrightstoliensagainstthe undersigned,theProject, 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. TheundersignedreleasesanddischargesContractor/VendorandOwnerfromallclaims,demands,orcausesof action(includingalllienclaimsandrights)thattheundersignedhas,ormight have,underanypresentorfuture law,againsteitheroftheminconnectionwiththeContract.Theundersignedherebyspecificallywaivesandre-leases 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 specificallywaives, to the extent allowed bylaw, all liens, claims, orrightsoflieninconnectionwiththeContractbytheundersigned’ssubcontractors,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.

Theundersigned makestheforegoingrepresentationsand warranties withfullknowledgethatContractor/Ven-dor 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 camebefore methisdayandacknowledgedthathe/sheis\_\_\_\_\_\_\_\_\_\_[title]of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[com-pany 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.**

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