

FINAL RELEASE

FINAL WAIVER OF CLAIMS AND LIENS AND RELEASE OF RIGHTS

Date	_____	Contract Date	_____
Project	_____	Contract Price	_____
Address	_____	Net Extras and Deductions	_____
City	_____	Adjusted Contract Price	_____
County	_____	Amount Previously Paid	_____
State	_____	Balance Due - Final Payment	_____

The undersigned hereby acknowledges that the above Balance Due when paid represents payment in full for all labor, materials, etc., furnished by the below named Contractor or Supplier in connection with its work on the above Project in accordance with the Contract.

In consideration of the amounts and sums previously received, and the payment of \$ _____ being the full and Final Payment amount due, the below named Contractor or Supplier does hereby waive and release the Owner from any and all claims and liens and rights of liens upon the premises described above, and upon improvements now or hereafter thereon, and upon the monies or other considerations due or to become due from the Owner or from any other person, firm or corporation, said claims, liens and rights of liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by the below named Contractor or Supplier to the Project. The premises as to which said claims and liens are hereby released are identified as follows: _____

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on his/her own behalf and on behalf of the company or business for which he/she is signing; that it has properly performed all work and furnished all materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that it has paid for all the labor, materials, equipment and services that it has used or supplied, that it has no other outstanding and unpaid applications, invoices, retentions, holdbacks, expenses employed in the prosecution of work, chargebacks or unbilled work or materials against the Owner as of the date of the aforementioned last and final payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from its fully-paid or open stock or were fully paid for and supplied on the last and final payment application or invoice.

The undersigned further agrees to defend, indemnify and hold harmless the Owner for any losses or expenses (including without limitation reasonable attorneys' fees) should any such claim, lien or right of lien be asserted by the below named Contractor or Supplier or by any of its or their laborers, materialmen or subcontractors.

In addition, for and in consideration of the amounts and sums received, the below named Contractor or Supplier hereby waives, releases and relinquishes any and all claims, rights or causes of action in equity or law whatsoever arising out of through or under the above mentioned Contract and the performance of work pursuant thereto.

The below named Contractor or Supplier further guarantees that all portions of the work furnished and installed are in accordance with the Contract and that the terms of the Contract with respect to this guarantee will remain in effect for the period specified in said Contract.

Sworn to before me this

Corporation or Business Name

_____ Day of _____ 20__

By: _____

Title: _____