

SUBCONTRACTOR'S PARTIAL
PAYMENT AND LIEN WAIVER

In consideration of the payment of the sum of _____ dollars (_____) being the amount presently requested, the undersigned hereby certifies that the work performed and the materials supplied to date, as shown on the Subcontractor's Application for Payment, represent the actual value of accomplishment to date.

The undersigned further certifies that all payments prior to this period, less applicable retainage, have been made by the Contractor. The undersigned further certifies that prompt payments have been made to all (1) subcontractors, (2) suppliers, (3) vendors, and (4) materials and labor used in or in connection with the performance of the Agreement for prior periods covered by previous payments received from the Contractor.

The undersigned further certifies that they have complied with all federal, state, and local laws, including Equal Employment Opportunity laws, Social Security laws, Unemployment compensation laws, and Workmen's Compensation laws insofar as applicable to the performance of the Agreement.

In consideration of said payment, Subcontractor hereby agrees to use money received under this Application for payment to pay all obligations incurred during this application period and waives and releases all lien rights upon the improvements situated on said premises to the date below written and further agrees to save and defend and hold the Contractor and Owner harmless from any and all actions arising out of the operations of the Subcontractor.

SUBCONTRACTOR: _____
If Corporation affix seal:

Signed

Name and Title

Date

ACKNOWLEDGEMENT

State of: _____
County of: _____
The foregoing instrument was subscribed and sworn before me this _____ day of _____, 20____ by _____ as _____ of _____.

Seal:

My commission expires _____ Notary Public _____
Name