

WAIVER AND RELEASE OF LIEN AND/OR CLAIM
(Conditioned Upon Payment)

OWNER: _____

GENERAL CONTRACTOR: JOHN S. CLARK COMPANY, LLC.

PROJECT: _____

FOR AND IN CONSIDERATION of one dollar (\$1.00) and other valuable consideration, the undersigned does hereby WAIVE and RELEASE any and all liens and/or claims including, but not limited to, any lien, bond claim or claim for payment with respect to any labor, services, materials and/or equipment provided to, on or for the Project referenced above on or before the **RELEASE DATE** set out below. **Notwithstanding the foregoing the undersigned does not waive its claim to any retainage withheld by the General Contractor or Owner.**

THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT BY THE UNDERSIGNED OF PAYMENT for labor, materials, services and/or equipment through the RELEASE DATE in the amount of \$ _____.
(IF BLANK, THE AMOUNT SHALL BE DEEMED ZERO)

Further, the undersigned agrees to indemnify the General Contractor and Owner against any claim, including, but not limited to, any lien or bond claim, asserted by or through it with respect to the Project through said RELEASE DATE. The undersigned understands that the General Contractor and Owner are relying on this Waiver and Release in order to make payments to parties entitled to funds for labor, services, materials and/or equipment on the Project.

RELEASE DATE: _____
(IF BLANK, THE RELEASE DATE SHALL BE DATE OF EXECUTION BELOW)

(SUBCONTRACTOR/SUPPLIER)

BY: _____

TITLE: _____

DATE: _____

(NOTE: IF YOU ARE NOT OWED ANY MONIES AS OF RELEASE DATE, USE WAIVER AND RELEASE OF LIEN AND/OR CLAIM)