

STATE OF \_\_\_\_\_

**SUBCONTRACTOR/SUPPLIER  
FINAL RELEASE AND LIEN WAIVER**

COUNTY OF \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

CONTRACTOR: **KMW BUILDERS, LLC**

OWNER: \_\_\_\_\_

PROJECT AND PROPERTY  
DESCRIPTION: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

The undersigned Subcontractor/Supplier, to induce Contractor to pay the sum of \$\_\_\_\_\_, which amount is agreed by each of said parties to constitute the full amount due and owing to undersigned for all labor, materials and/or services provided by undersigned or for the benefit of undersigned on the Project,

HEREBY WAIVES AND RELEASES all claims, demands, debts and causes of action at law, in equity, under contract, in tort or otherwise, that undersigned has or may have against Contractor, Contractor's payment bond surety, if any, and Owner for labor, materials or services provided by undersigned or on behalf of undersigned on the Project prior to the effective date of this Final Release and Lien Waiver.

FURTHERMORE, the undersigned, for itself and any person or entity with which it has contracted for any portion of the labor or materials supplied pursuant to the undersigned's Subcontract (Purchase Order) referenced above or claiming under or through the undersigned, WAIVES, RELEASES AND DISCHARGES all liens, statutory or otherwise, whether on funds owed to any person or against the property where the Project is located, all security interests, and all guarantees or bonds securing payment for labor, materials, supplies, equipment, services or other work provided by undersigned or anyone claiming under or through undersigned on the Project prior to the date of this Final Release and Lien Waiver.

This Final Release and Lien Waiver is given in consideration for and is conditional upon actual payment of the above-referenced amount, which shall be a full and complete satisfaction of any and all claims by undersigned for its work on the Project.

This Final Release and Lien Waiver protects and inures to the benefit of Contractor and Owner, and their respective partners, parents, affiliates, officers, directors, employees, guarantors, sureties, title insurers, lenders, successors and assigns.

This Final Release and Lien Waiver is binding on undersigned's successors, assigns, delegees, and those in privity with the undersigned. The undersigned certifies and testifies that all employees, laborers, suppliers and subcontractors employed by undersigned and its sub-subcontractors and suppliers in connection with the Project have been fully paid and that all bills and debts, including taxes, due on the above-referenced effective date for labor, services, materials, supplies, equipment or utilities furnished in connection with the Project have been

fully paid, and that no obligations, legal, equitable or otherwise, are owed by undersigned or its sub-subcontractors and suppliers for work on the Project prior to the above-referenced effective date.

The undersigned agrees to indemnify against and hold harmless Contractor and Owner from any and all liens, losses, damages or expenses, including attorneys' fees, incurred by Contractor or Owner after the effective date arising by reason of any claim by any person that undersigned and its sub-subcontractors or suppliers have not paid debts incurred in connection with the Project.

The undersigned has fully reviewed the terms and conditions of this Final Release and Lien Waiver, is fully informed with respect to its legal effect, and has voluntarily chosen to accept and execute it.

IN WITNESS WHEREOF, the undersigned, by its duly authorized agent, hereby executes this Final Release and Lien Waiver as of the date above written.

SUBCONTRACTOR/SUPPLIER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

Sworn to and subscribed before  
me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_