

STATE OF _____

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

COUNTY OF _____

SUBCONTRACTOR/SUPPLIER: _____

SUBCONTRACT/PURCHASE
ORDER REFERENCE: _____

OWNER: _____

CONTRACTOR: **KMW BUILDERS, LLC**

PROJECT AND PROPERTY
DESCRIPTION: _____

EFFECTIVE DATE: _____

For and in consideration of the payment of \$_____, which amount is represented as being currently due as detailed by the Application For Payment or invoice(s), the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now or may have had arising out of the performance of work or the furnishing of labor or materials by the undersigned through the Effective Date of this Waiver And Lien Release, pursuant to the above-referenced Subcontract (or Purchase Order) with Contractor in connection with the Project. Use of the term "Contractor" shall be deemed to mean and refer to the Contractor and its parent, affiliates, agents, representatives, employees, directors, and all those acting on their behalf.

This Release and Lien Waiver applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which occurred, or may be claimed to have occurred, prior to the Effective Date hereof, excepting only any claims currently unresolved for which written notice has been provided to Contractor, as follows:

Except as specifically described above, and excepting retainage, if any, held under the Subcontract (or Purchase Order), the undersigned expressly waives all claims against Contractor. This Waiver and Lien Release is intended to apply to and protect Contractor's payment and performance bond surety, if any, and Owner, as well as anyone claiming by or through Contractor, Owner, or the surety in connection with any claim, demand, lien, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Waiver and Lien Release.

This Release and Lien Waiver is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Release and Lien Waiver, that it is fully informed with respect to the legal effect of this

Release and Lien Waiver and that it has voluntarily chosen to accept the terms and conditions of this Release and Lien Waiver in return for the payment recited above.

The undersigned further represents that all employees, laborers, material suppliers and subcontractors employed by the undersigned in connection with the Project and all bills currently due for labor, materials, supplies, and taxes furnished by others to the undersigned in connection with construction of improvements upon the Project have been fully paid and that no obligations, legal, equitable or otherwise, are owed by the undersigned in connection with its work on the Project.

With respect to the forgoing representations and warranties, the undersigned does hereby agree to indemnify and hold harmless Contractor, its payment and performance bond surety, if any, the Owner and any others against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses, and the like incurred by reason of any claim that the undersigned has not fully paid for all labor, materials and expenses incurred in connection with its work on the Project, including reasonable attorneys' fees, court or arbitration costs, and expert consultant fees expended in connection with the defense of any such claim.

The undersigned further agrees that the making and receipt of payment and execution of this Waiver and Lien Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work and any other obligation of the undersigned to Contractor.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal effective this _____ day of _____, 20_____.

SUBCONTRACTOR/SUPPLIER
Company Name

By: _____(Seal)

Typed: _____

Title: _____

STATE OF:
COUNTY OF:

Sworn to and subscribed before me this
____ day of _____, 20_____.

Notary Public

My Commission expires: