

**Subcontractor's Lien Waiver and Release of Claims
Progress Payment and/or Percent Complete**

Payment Date:	
Developer:	
General Contractor/ Construction Manager:	
Subcontractor:	
Premises:	

The undersigned Subcontractor has entered into an agreement (the "**Subcontract**") with General Contractor/Construction.

for the supply of materials and performance of labor in connection with the construction of improvements upon the Premises pursuant to a separate agreement between General Contractor/Construction Manager and Developer (the "**Project**").

The undersigned Subcontractor hereby represents, warrants and certifies that it has received partial payment (the "**Partial Payment**") representing

%

of the total amount due to the Subcontractor pursuant to the Subcontract as of the Payment Date. The undersigned Subcontractor hereby further represents, warrants and certifies that the Partial Payment represents the full value of all work, labor, services, equipment and materials furnished in connection with the Project by Subcontractor and its subcontractors, employees, laborers and material suppliers (the "**Work**") through the Payment Date.

In consideration of the Partial Payment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective upon General Contractor/Construction Manager making or having previously made the Partial Payment to Subcontractor, the undersigned Subcontractor **waives and releases** any right it now has or in the future may have to make any and all claims for payment and to claim a mechanic's lien or any other lien rights or rights of liens, and waives and releases all other claims of any kind, against (a) the real property on which the Premises are located; (b) the improvements and other property located thereon; (c) the Developer and its title company, lenders and guarantors, and their respective affiliates, employees, officers, and agents; (d) the surety or sureties of the Developer; (e) the General Contractor/Construction Manager and its affiliates, employees, officers, and agents; and (f) the owner of the Premises its affiliates, employees, officers, and agents, in each case for anything whatsoever related to or in connection with the Work or the Project (whether billed or unbilled) **through the Payment Date**, except for (x) claims relating to retainage in the amount (if any) specified in the Subcontract and (y) pending claims or change orders, notice of which has been timely provided by Subcontractor to General

Contractor/Construction Manager in accordance with the provisions of the Subcontract.

The undersigned hereby represents, warrants and certifies that it has paid, or upon receipt of the Partial Payment will promptly pay, all of its subcontractors, employees, laborers and material suppliers for all Work performed, and all amounts owed for Work covered by or relating to payments received by the Subcontractor for the Project, through the Payment Date.

The Subcontractor further agrees and covenants that, should any claim or lien be filed for Work performed by virtue of Subcontractor's participation in the Project, Subcontractor will immediately furnish a bond for the release of each such lien, obtain settlement of, and indemnify and hold harmless General Contractor/Construction Manager and Developer (and its lenders and guarantors) from any and all costs they may incur by reason of any such claim or lien (including attorneys' fees).

The undersigned, being duly authorized, has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

Subcontractor:

By: _____
Name: _____
Title: _____

Sworn to before me this _____, 20_____

By: _____
Notary Public