

**SUBCONTRACTOR'S PROGRESS LIEN WAIVER AND RELEASE OF CLAIMS**

Period Ending ("Payment Date"):

Owner:	Original Contract Sum:
Project/Premises:	Total Approved CO's:
Construction Manager:	Contract Sum to Date:
Subcontractor:	Total Completed to Date:
Requisition/Payment #	Retainage:
	Total Earned Less Retainage:
	Total Payments Received to Date:
	Progress Payment:

Subcontractor hereby acknowledges that the Progress Payment, upon clearance by Subcontractor's bank, together with Total Payments Received To Date, represents payment in full for all work, labor, services, equipment and materials furnished on the Project by Subcontractor and its sub-subcontractors, laborers and materialmen through the Payment Date (the "Work") and for which payment is now due.

In consideration of the sums previously received, and the Progress Payment, Subcontractor hereby waives and releases Construction Manager and Owner from any and all claims for payment for the Work and liens and rights of liens in connection with the Project, other than with respect to the Retainage, the Claims (if any) listed on the attached schedule (the "Listed Claims"), notice of which has been timely provided in accordance with the provisions of the Contract for the Project, and any potential claims for which the time to provide notice in accordance with the provisions of the Contract has not expired. [\_\_\_\_\_ Initial here if schedule is attached.]

Subcontractor represents and warrants that it has paid for all labor, materials, equipment and services that it has used or supplied in the amounts set forth on Subcontractor's Applications for Payment or, upon clearance of the Progress Payment, will pay for same in accordance with applicable law. Subcontractor further represents and warrants that it has no other outstanding and unpaid applications, invoices, or unbilled work or materials against Construction Manager other than the Listed Claims and any potential claims for which the time to provide notice in accordance with the provisions of the Contract has not expired. Subcontractor agrees to defend, indemnify and hold harmless Construction Manager and Owner for any losses or expenses (including without limitation reasonable attorneys' fees) should any claim, lien or right of lien be asserted against Construction Manager or Owner by Subcontractor or any of its sub-subcontractors, laborers or materialmen in connection with payment for the Work. Subcontractor acknowledges that (a) amounts received from Construction Manager are trust funds under applicable law and (b) the making and delivery of this waiver is a substantial inducement to Construction Manager in making payments to Subcontractor.

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

Name:

Title:

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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