**KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS**, \_\_\_\_\_\_\_\_\_\_ ("Contractor"), having its principal offices at \_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_ (hereafter referred to as "Company") have heretofore entered into a certain contract, ("Contract") dated \_\_\_\_\_\_\_\_ relating to the furnishing of materials, labor and/or equipment for construction or services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (description of Contractor's Work) in connection with a certain contract performed by Company for \_\_\_\_\_\_\_ ("Owner") for Owner's \_\_\_\_\_\_\_\_\_\_ ("Project") located at \_\_\_\_\_\_\_\_\_\_\_.

**NOW, THEREFORE** upon actual receipt by Contractor of payment from Company in the sum of \_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_) to Contractor, which sum represents the full amount due Contractor as of Release Date, less and except that retention in the amount of \_\_\_\_\_\_\_Dollars ($\_\_\_\_) still being withheld by Company all under and pursuant to the Contract, this document shall become effective to release pro tanto any mechanic's lien, stop notice or bond right that Contractor has on the Project as of the Release Date. Contractor does hereby and thereby:

1. Certify to Company and Owner that all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment, supplies or services to Contractor or Owner with respect to the Contract have been paid in full as of Release Date, including any and all applicable federal, state and local sales, use, excise or similar taxes or import duties, licenses and royalties, except the following (none, unless noted):

(Attach additional page, if necessary, and so note), and

2. Release and waive any and all manner of liens, whatsoever which Contractor, its successors or assigns may have upon any portion of the lands of Owner or the buildings thereon standing, or any personal or intangible property of Owner, for labor, material, equipment or services furnished under the Contract, as of Release Date, and

3. Further remise, release and forever discharge Company and/or Owner, their affiliates, successors and assigns of and from any and all manner of liens, claims, demands, and causes of action whatsoever against Company and/or Owner which Contractor, its successors or assigns may have for, upon or by reason of any matter, cause or thing whatsoever arising under or out of the Contract, as of Release Date, except the following (none, unless noted):

(Attach additional page, if necessary, and so note), and

4. Agree to indemnify and hold harmless Company and/or Owner, their successors or assigns, against all loss, cost, damage or expense (including, but not limited to attorneys’ fees) by reason of any and all manner of liens, claims or demands which anyone may have for labor performed, or for materials, equipment or services furnished under the Contract, as of Release Date, except the following (none, unless noted).

This waiver and release does not cover any retentions retained before or after the Release Date; extras furnished before the Release Date for which payment has not been received; extras or items furnished after the Release Date. Rights based upon work performed or items furnished under a written contract modification which has fully executed by the parties prior to the Release Date are v=covered by this release unless specially reserved by t he claimant in this release. This release of any mechanic’s lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the Contract based upon a recession, abandonment, or breach of Contract, or the right of the undersigned to recover compensation for labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it said party should verify payment to Contractor.

**IN WITNESS WHEREOF**, Contractor has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer (and if a corporation, its corporate seal to be hereunto affixed) on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20XX (“Release Date”).

|  |  |  |
| --- | --- | --- |
| **CONTRACTOR** | | **NOTARY PUBLIC** |
| By |  | On the\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained. |
| Title |  |
|  |  | In witness hereof, I hereunto set my hand and official seal. |
|  |  | Notary Public |