

UNCONDITIONAL WAIVER AND RELEASE OF LIEN

Project / Job Name: _____

Owner / Lien Claimant: _____

Contractor / Subcontractor / Supplier Name: _____

Address: _____

Lien claimant hereby waives and releases any and all lien, stop notice, payment bond, and/or claim rights that the undersigned has or n

Waived Amount: _____ **USD**

1. Waiver and Release

The undersigned waives and releases any lien, stop notice, or bond rights on the project described above for the above stated amount and for labor, services, equipment, or materials furnished to and including the date stated above. This waiver and release is unconditional and irrevocable.

2. No Pending Claims

The undersigned certifies that all labor, services, equipment, or materials for which the lien, stop notice, or bond rights are waived have been paid in full or will be paid in full from the proceeds covered by this waiver and release.

3. Governing Law

This waiver and release shall be governed by and construed according to the laws of the United States of America and the State in which the project is located, without regard to conflict of law principles.

4. Binding Effect

This waiver and release is binding upon the undersigned and its successors, assigns, and legal representatives.

5. Representations

The undersigned represents that the person executing this waiver and release is authorized to do so on behalf of the lien claimant.

6. Certification

The undersigned certifies under penalty of perjury that the foregoing is true and correct.

7. No Waiver of Future Claims

This waiver and release does not waive or release any right to claim for labor, services, equipment, or materials furnished after the date stated above.

8. Severability

If any provision of this waiver and release is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

9. Entire Agreement

This waiver and release contains the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings.

10. Counterparts

This waiver and release may be executed in counterparts, each of which shall be deemed an original.

11. Notices

All notices shall be in writing and deemed given when delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic means that confirm receipt.

12. No Oral Modifications

No oral modifications of this waiver and release shall be effective; any modifications must be in writing and signed by the undersigned.

Lien Claimant's Signature

Notary Public

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Commission Expires: _____

Date: _____

Date: _____

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