

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN, _____
HAS BEEN EMPLOYED BY _____ TO FURNISH _____
_____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS
_____ WHICH IS LOCATED IN THE CITY OF _____,
COUNTY OF _____, AND IS OWNED BY _____ AND
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBIT A ATTACHED HERETO.

UPON RECEIPT OF THE SUM OF \$_____, THE MECHANIC OR MATERIALMAN WAIVES
AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING
DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND
THROUGH THE DATE OF _____, 20__ AND EXCEPTING THOSE RIGHTS AND LIENS
THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS,
ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO
OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ___ DAY OF _____, 20__.

(SIGNATURE)

ON THIS _____ DAY OF _____, 20____, BEFORE ME APPEARED THE ABOVE-
SIGNED, KNOWN OR IDENTIFIED TO ME PERSONALLY, WHO, BEING FIRST DULY SWORN,
DID SAY THAT S/HE IS THE AUTHORIZED REPRESENTATIVE OF CONTRACTOR AND THAT
THIS DOCUMENT WAS SIGNED UNDER OATH PERSONALLY AND ON BEHALF OF
CONTRACTOR.

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE
CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE,
EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE
STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM
OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE
THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM
UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-
14-366.

**AFFIDAVIT IDENTIFYING SUBCONTRACTOR'S
SUBCONTRACTORS AND SUPPLIERS**

STATE OF _____
COUNTY OF _____

The undersigned, _____ ("Subcontractor"), has been engaged under contract with _____ ("Contractor") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as _____, ("Project")

Subcontractor affirms, warrants, and represents that the list attached hereto as "Attachment 1" and made a part hereof contains the names of all of the laborers, materialmen, mechanics, manufacturers, suppliers, and subcontractors who have furnished services, labor, equipment, or materials, or any one of these items to Subcontractor, and Subcontractor further affirms, warrants, and represents (a) that all persons or entities listed on "Attachment 1" have been paid in full for all work performed and all materials, equipment, labor or services supplied to Subcontractor for use at the Project through and including _____, 20__ (date of Subcontractor's last prior Application for Payment), and (b) that Subcontractor is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of such Project in any amount whatsoever through and including the date hereof, except as noted on "Attachment 2" attached hereto and made a part hereof.

Upon the receipt of the sum of \$ _____, the Subcontractor for itself, its successors and assigns hereby waives, releases, and forever discharges Owner and the Project of and from all liens in connection with or in any way related to the construction of, and improvements to the Project through _____ (*insert date payment is requested through*) (the "Effective Date"), exclusive of rights to retainage. Furthermore, Subcontractor waives and releases any and all claims of any nature, including Claims as defined in the Subcontract through the Effective Date and excepting only (1) those rights, liens, and claims, if any, that the subcontractor, mechanic and/or materialman might have in any retained amounts on account of labor or materials or equipment or services furnished by the undersigned to or on account of said contractor for said building or premises, (2) those concerning lien rights which are separately waived pursuant to applicable law by the execution of the accompanying Interim Waiver and Release Upon Payment form (Exhibit F), and (3) such claims, if any, as are specifically enumerated below (if blank, then none):

Subcontractor further affirms, warrants, and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of Subcontractor's work through and including the date hereof which might be the basis of any claim, suit, lien, or demand that could be asserted against Contractor, Owner, the Project, or any property, real and personal, related to the Project.

FOR SUBCONTRACTOR:

Applicable to Application for Payment No(s). _____
Signed: _____
By: _____
Title: _____
Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Subcontractor and that this document was signed under oath personally and on behalf of Subcontractor.

Notary Public
My Commission Expires:

“Attachment 1”

List Of All Subcontractors, Sub-subcontractors, Suppliers,
Materialmen, Laborers, Mechanics, And
Manufacturers Providing Goods Or
Services To Contractor For The Project

“Attachment 2”

List Of Persons Or Entities Identified

On “Attachment 1” To Whom Contractor Owes Money

Party

Amount

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN, _____ HAS BEEN EMPLOYED BY _____ TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS DAY OF _____, 2_____.

(SIGNATURE)

ON THIS _____ DAY OF _____, 20_____, BEFORE ME APPEARED THE ABOVE-SIGNED, KNOWN OR IDENTIFIED TO ME PERSONALLY, WHO, BEING FIRST DULY SWORN, DID SAY THAT S/HE IS THE AUTHORIZED REPRESENTATIVE OF CONTRACTOR AND THAT THIS DOCUMENT WAS SIGNED UNDER OATH PERSONALLY AND ON BEHALF OF CONTRACTOR.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

**AFFIDAVIT IDENTIFYING SUBCONTRACTOR'S
SUBCONTRACTORS AND SUPPLIERS**

STATE OF _____
COUNTY OF _____

The undersigned, _____ ("Subcontractor"), has been engaged under contract with _____ ("Contractor") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as _____ ("Project")

Subcontractor affirms, warrants, and represents that the list attached hereto as "Attachment 1" and made a part hereof contains the names of all of the laborers, materialmen, mechanics, manufacturers, suppliers, and subcontractors who have furnished services, labor, equipment, or materials, or any one of these items to Subcontractor, and Subcontractor further affirms, warrants, and represents (a) that all persons or entities listed on "Attachment 1" have been paid in full for all work performed and all materials, equipment, labor or services supplied to Subcontractor for use at the Project through and including _____, 20__ (date of Subcontractor's last prior Application for Payment), and (b) that Subcontractor is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of such Project in any amount whatsoever through and including the date hereof, except as noted on "Attachment 2" attached hereto and made a part hereof.

Upon the receipt of the sum of \$ _____, the Subcontractor for itself, its successors and assigns hereby waives, releases, and forever discharges Owner and the Project of and from all liens in connection with or in any way related to the construction of, and improvements to the Project through _____ (*insert date payment is requested through*) (the "Effective Date"), exclusive of rights to retainage. Furthermore, Subcontractor waives and releases any and all claims of any nature, including Claims as defined in the Subcontract through the Effective Date and excepting only (1) those rights, liens, and claims, if any, that the subcontractor, mechanic and/or materialman might have in any retained amounts on account of labor or materials or equipment or services furnished by the undersigned to or on account of said contractor for said building or premises, (2) those concerning lien rights which are separately waived pursuant to applicable law by the execution of the accompanying Interim Waiver and Release Upon Payment form (Exhibit F), and (3) such claims, if any, as are specifically enumerated below (if blank, then none):

Subcontractor further affirms, warrants, and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of Subcontractor's work through and including the date hereof which might be the basis of any claim, suit, lien, or demand that could be asserted against Contractor, Owner, the Project, or any property, real and personal, related to the Project.

FOR SUBCONTRACTOR:

Applicable to Application for Payment No(s). _____
Signed: _____
By: _____
Title: _____
Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Subcontractor and that this document was signed under oath personally and on behalf of Subcontractor.

Notary Public
My Commission Expires:

“Attachment 1”

List Of All Subcontractors, Sub-subcontractors, Suppliers,
Materialmen, Laborers, Mechanics, And
Manufacturers Providing Goods Or
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“Attachment 2”

List Of Persons Or Entities Identified

On “Attachment 1” To Whom Contractor Owes Money

Party

Amount
