

INTERIM WAIVER AND RELEASE
UPON PAYMENT

STATE OF ALABAMA
COUNTY OF _____

The undersigned mechanic and/or materialman has been employed by Pattillo Construction
Corporation to furnish _____ for the construction of
_____ (describe materials and/or labor)
improvements known as _____ which is located in
_____ (title of the project or building)
the City of _____, County of _____, and is owned by

_____ and more particularly described as follows:
(Name of Owner)

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING
EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT
NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Upon 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 claims against
any payment bond of contractor through the date of _____ (date), including any claims
for changes to the Work which were not detailed by Subcontractor in a change order request as of the date of
this document and which were based on improvements actually provided by the undersigned through the
date of this document and further 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. BY EXECUTING THIS DOCUMENT,
THE UNDERSIGNED AGREES THAT THIS DOCUMENT SHIFTS THE PRESUMPTION OF WAIVER
OF LIEN RIGHTS TO THE UNDERSIGNED AND THAT THIS DOCUMENT MAY BE USED TO
ESTABLISH THAT THE UNDERSIGNED KNOWINGLY SURRENDERED AND WAIVED ITS LIEN
RIGHTS AS SPECIFIED.

Given under hand and seal this ____ day of _____, _____.

*Company Name: _____

By: ITS AUTHORIZED REPRESENTATIVE
_____ (Seal)

Name: _____

Title: _____

*Pattillo may rely on the statement of
authorization in taking action based on this
document.

Sworn to and subscribed before me
this the ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

INDEPENDENT WAIVER BASED ON PRIOR PAYMENTS:

INDEPENDENT OF ITS EXECUTION OF A LIEN WAIVER, THE UNDERSIGNED FURTHER ACKNOWLEDGES RECEIPT OF PAYMENT(S) TO DATE FOR THE PROJECT IN THE AMOUNT OF _____ (\$ _____) FROM SUBCONTRACTOR AND/OR CONTRACTOR FOR LABOR EMPLOYED IN AND/OR MATERIALS FURNISHED, AND, THEREFORE, WAIVES AND RELEASES ANY AND ALL CLAIMS OR DAMAGES IT HAS AGAINST CONTRACTOR AND/OR CONTRACTOR'S SURETY, EXCEPT FOR THOSE THAT ARE EXPRESSLY RESERVED AND DETAILED AS FOLLOWS:

THE UNDERSIGNED FURTHER REPRESENTS THAT ALL EMPLOYEES, LABORERS, MATERIALMEN, AND SUBCONTRACTORS EMPLOYED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT HAVE BEEN FULLY PAID AND THAT NO OBLIGATIONS, LEGAL, EQUITABLE, OR OTHERWISE, ARE OWED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT. WITH RESPECT TO THESE REPRESENTATIONS AND WARRANTIES, THE UNDERSIGNED DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PAYMENT AND PERFORMANCE SURETY, IF ANY, OWNER AND ANY OTHERS WHOM A CLAIM MAY BE ASSERTED FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, AND THE LIKE INCURRED ON THE PROJECT THAT ARE COVERED BY THIS REPRESENTATION. IF CONTRACTOR HAS TO DEFEND ANY CLAIM RESULTING FROM LACK OF PAYMENT BY UNDERSIGNED TO A SUPPLIER, LABORER, MATERIALMEN, AND/OR SUBCONTRACTOR, ANY OR ALL EXPENSES INCURRED BY CONTRACTOR INCLUDING LEGAL FEES, COURT OR ARBITRATION COSTS, WILL BE THE RESPONSIBILITY OF THE UNDERSIGNED .

THIS INTERIM WAIVER AND RELEASE DOES HEREBY WAIVE, RELEASE, AND RELINQUISH ANY AND ALL CLAIMS, ACTS, EVENTS, CIRCUMSTANCE, CONSTRUCTIVE OR ACTUAL DELAYS, ACCELERATIONS, EXTRA WORK, DISRUPTIONS, INTERFERENCES AND THE LIKE WHICH HAVE OCCURRED, OR MAY BE CLAIMED TO HAVE OCCURRED, PRIOR TO THE EFFECTIVE DATE HEREOF, EXPECTING ONLY ANY CLAIMS CURRENTLY UNRESOLVED FOR WHICH WRITTEN NOTICE HAS BEEN PROVIDED TO CONTRACTOR AS FOLLOWS:

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____ 20_____

(CORPORATE SEAL)

(COMPANY NAME)

SWORN TO AND SUBSCRIBED BEFORE ME
THIS THE _____ DAY OF _____, 2015.

(COMPANY ADDRESS)

NOTARY PUBLIC

(COMPANY TELEPHONE)

MY COMMISSION EXPIRES:

(OFFICER SIGNATURE)

(PRINT NAME)

SWORN STATEMENT FROM SUBCONTRACTOR TO PATTILLO CONSTRUCTION CORPORATION

THE STATE OF ALABAMA)
))
))
 COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day appeared _____ (your name) who being first duly sworn, deposed and said:

1. _____ (Subcontractor Name), hereinafter called "Subcontractor" on or about _____ (Date of Subcontract) entered into a written Subcontract (the "Subcontract") with Pattillo Construction Corporation, hereinafter called "Contractor" for the furnishing of materials and performance of work incident to the construction and completion of a project in _____ County, Alabama known as _____, (the "Work").
2. That he/she, is _____ (your title) Of _____ (Subcontractor Name) and that he/she had full authority to make this affidavit on behalf of said Contractor.
3. That for the purpose of the Contract, the following parties have been contracted with and **have furnished or will furnish materials for, and/or have performed or will perform labor on the Work.**
4. That there is due and to become due them the amount set opposite their names.
5. That the following listing contains the names of **all persons and/or entities for all work to date on the project** who would, be virtue of the laws of the state in which the Work is located, be entitled to mechanic's, materialmen's or similar lien as a result of furnishing materials or labor or both in connection with the Work and whose contract amount is **\$5,000.00 or more.**
6. That this Statement is made to Contractor for the purpose of obtaining payment from Contractor which is due under the Contract for pay period _____, Invoice No. _____.

Company Name	Contract For	Total Amount of Contract, Purchase Order, or Value of Materials &/or Labor	Amount Paid *

- * For Progress Payments, attach copies of the Partial Lien Waivers from each of the persons/sub/vendors listed in the amount listed as "Paid".
- * For Final Payment, attach original Final Lien Waivers from each of the persons/sub/vendors listed for the full amount of the Contract/PO/Aggregate billings.

Signed _____

SUBSCRIBED AND SWORN to by _____

 (Printed Name of Authorized Officer)

before me, the undersigned authority, on this _____ day of _____, 20____, to satisfy which witness my hand and seal of office.

Notary Public in _____ and for the State of _____
 My Commission Expires: _____

UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

STATE OF ALABAMA
COUNTY OF _____

The undersigned mechanic and/or materialman has been employed by Pattillo Construction

Corporation to furnish _____ for the construction of
(describe materials and/or labor)
improvements known as _____ which is located
(title of the project or building)
in the City of _____, County of _____, and is owned by
_____ and more particularly described as follows:
(Name of Owner)

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING
EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT
NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Upon receipt of the sum of \$ _____, the undersigned hereby certifies and warrants
that it has provided all work required by the Subcontract as a condition of final payment and the
undersigned waives and releases any and all liens or claims of liens or any right against any labor and/or
material payment bond it has upon the foregoing described property, including any claims for changes to the
Work which were not detailed by Subcontractor in a change order request as of the date of this document
and which were based on improvements actually provided by the undersigned through the date of this
document. BY EXECUTING THIS DOCUMENT, THE UNDERSIGNED AGREES THAT THIS
DOCUMENT SHIFTS THE PRESUMPTION OF WAIVER OF LIEN RIGHTS TO THE UNDERSIGNED
AND THAT THIS DOCUMENT MAY BE USED TO ESTABLISH THAT THE UNDERSIGNED
KNOWINGLY SURRENDERED AND WAIVED ITS LIEN RIGHTS AS SPECIFIED.

Given under hand and seal this ____ day of _____, _____.

*Company Name: _____

By: ITS AUTHORIZED REPRESENTATIVE
_____ (Seal)

Name: _____

Title: _____

*Pattillo may rely on the statement of
authorization in taking action based on this
document.(Witness)

Sworn to and subscribed before me
this the ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

INDEPENDENT WAIVER BASED ON PRIOR PAYMENTS:

INDEPENDENT OF ITS EXECUTION OF A LIEN WAIVER, THE UNDERSIGNED FURTHER ACKNOWLEDGES RECEIPT OF PAYMENT(S) TO DATE FOR THE PROJECT IN THE AMOUNT OF _____ (\$_____) FROM SUBCONTRACTOR AND/OR CONTRACTOR FOR LABOR EMPLOYED IN AND/OR MATERIALS FURNISHED, AND, THEREFORE, WAIVES AND RELEASES ANY AND ALL CLAIMS OR DAMAGES IT HAS AGAINST CONTRACTOR AND/OR CONTRACTOR'S SURETY, EXCEPT FOR THOSE THAT ARE EXPRESSLY RESERVED AND DETAILED AS FOLLOWS:

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THIS FINAL WAIVER AND RELEASE DOES HEREBY WAIVE, RELEASE, AND RELINQUISH ANY AND ALL CLAIMS, ACTS, EVENTS, CIRCUMSTANCE, CONSTRUCTIVE OR ACTUAL DELAYS, ACCELERATIONS, EXTRA WORK, DISRUPTIONS, INTERFERENCES AND THE LIKE WHICH HAVE OCCURRED, OR MAY BE CLAIMED TO HAVE OCCURRED, PRIOR TO THE EFFECTIVE DATE HEREOF, EXPECTING ONLY ANY CLAIMS CURRENTLY UNRESOLVED FOR WHICH WRITTEN NOTICE HAS BEEN PROVIDED TO CONTRACTOR AS FOLLOWS:

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____ 20_____

(CORPORATE SEAL)

(COMPANY NAME)

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE ____ DAY OF _____, 2015.

(COMPANY ADDRESS)

NOTARY PUBLIC

(COMPANY TELEPHONE)

MY COMMISSION EXPIRES:

(OFFICER SIGNATURE)

(PRINT NAME)