

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF _____
COUNTY OF _____

The undersigned, _____ ("Subcontractor"), has been engaged under contract with Pattillo Construction Corporation ("Contractor") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as _____, together with all improvements and appurtenances attendant thereto ("Project"), which is located at _____ and is owned by _____ ("Owner") and is more particularly described as follows:

(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 \$ _____, (insert amount of covered by this progress payment) Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Contractor, 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. Additionally, Subcontractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Contractor and its successors or assigns from the Start Date through the Effective Date and reserving those rights that Subcontractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Contractor or any other entity for said Project. Exceptions as follows: (if blank, then none)

_____.

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 _____, ____ (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.

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 either Contractor, Owner, the Project, or any property, real and personal, related to the Project.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntary chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. Subcontractor agrees to indemnify, hold harmless and defend Contractor against any and all loss, claims, damages, costs or expense, of any nature whatsoever, including attorneys' fees, costs and expenses arising out of any claims or demands made by it, any of its employees, laborers, materialmen, subcontractors and consultants, of any tier, for materials, services, equipment and labor supplied to the Project through the Current Date.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, including any obligations of the undersigned to Contractor.

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 Subcontractor For The Project

“Attachment 2”

List Of Persons Or Entities Identified
On “Attachment 1” To Whom Subcontractor Owes Money

Party _____ Amount

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF _____
COUNTY OF _____

The undersigned, _____ ("Subcontractor"), has been engaged under contract with Pattillo Construction Corporation ("Contractor") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as _____, together with all improvements and appurtenances attendant thereto ("Project"), which is located at _____ and is owned by _____ ("Owner") and is more particularly described as follows:

(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 \$ _____, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Contractor, 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. Subcontractor further waives, releases, and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Contractor and its successors or assigns.

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 _____, ____ (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.

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.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. Subcontractor agrees to indemnify, hold harmless and defend Contractor against any and all loss, claims, damages, costs or expense, of any nature whatsoever, including attorneys' fees, costs and expenses arising out of any claims or demands made by it, any of its employees, laborers, materialmen, subcontractors and consultants, of any tier, for materials, services, equipment and labor supplied to the Project.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, including any obligations of the undersigned to Contractor.

FOR SUBCONTRACTOR:

Applicable to All Applications for Payment
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: