

STATE OF _____)
) SS
COUNTY OF _____)

SUBCONTRACTOR'S UNCONDITIONAL FINAL LIEN WAIVER

Name of Subcontractor:

Name of Contractor:

The undersigned, an authorized representative of Subcontractor, hereby represents and states as follows:

(1) Subcontractor has provided labor, equipment and/or materials ("*Work*") to or through Contractor for the improvement of property owned by _____ ("*Owner*") at the following location: _____ (the "*Property*").

(2) Subcontractor hereby acknowledges its receipt of full and final payment, including retainage, for all Work provided by it through Contractor.

(3) *To be completed only by "first-tier" subcontractors:* The following subcontractors and suppliers of Subcontractor have furnished Work for improvement of the Property ("*Second-tier Subcontractors*") in an amount of \$250,000 or greater. Subcontractor has provided Contractor a fully-executed Subcontractor's Unconditional Final Lien Waiver for each listed Second-tier Subcontractor. Subcontractor has paid in full all of its subcontractors and suppliers for all Work provided by them for improvement of the Property, regardless of the subcontract amount:

SECOND-TIER SUBCONTRACTOR'S NAME (A)	LABOR/EQUIPMENT/MATERIAL SUPPLIED	SUBCONTRACT AMOUNT \$(B)

(A) If Subcontractor has no Second-tier Subcontractors with a subcontract amount equal to or greater than \$250,000.00, please state "None" in the table.
(B) For fixed priced contracts, Subcontractor may just state that the subcontract amount is greater than \$250,000.

(4) Subcontractor hereby unconditionally and without reservation permanently waives and releases all right to assert a mechanic's lien or any other right or claim, including claims for payment, it may have against the Property, the Owner, and the Contractor, arising out of or related to the Work. Subcontractor shall defend, indemnify and hold harmless Owner, Contractor, and the Property against any lien or other claim for payment, including all expenses, costs and attorney fees associated therewith, arising out of any Work provided by or through Subcontractor, or by its subcontractors and suppliers of any tier.

Dated:

By: _____
Title: _____

SWORN TO before me and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

My Commission expires: