

**FIRST TIER SUBCONTRACTOR'S/LABORER'S/SUPPLIER'S INTERIM PARTIAL WAIVER & RELEASE OF LIEN & BOND CLAIM, AND GENERAL RELEASE**

**KNOW ALL MEN BY THESE PRESENTS, THAT**

**WHEREAS**, the 1<sup>st</sup> Tier Subcontractor/Laborer/Supplier \_\_\_\_\_ (Claimant) residing and/or having its principal office in \_\_\_\_\_ (County, State), and the General Contractor **Bowen & Watson, Inc.** (Contractor) a Georgia corporation authorized to transact business in South Carolina; having heretofore entered into a certain Subcontract or Agreement relating to the furnishing of materials, labor, services and/or equipment for the \_\_\_\_\_ (Project Name) in connection with a contract performed by Contractor for the Owner \_\_\_\_\_ (Owner), located in \_\_\_\_\_ County, \_\_\_\_\_.

**NOW THEREFORE**, in consideration and conditioned upon payment of the sum of \$ \_\_\_\_\_ Dollars to be paid by Contractor to Claimant, to which sum represents the undisputed amount due to Claimant from Contractor through the date listed below (Release Date), less retainage, for its work or materials supplied on the Project, Claimant does hereby:

1. Certify to Contractor and Owner that all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment, or supplies to Claimant with respect to the Subcontract/Agreement with Contractor have been paid in full, except retainage, as of the Release Date, including any and all applicable federal, state, and local sales, use, excise, or similar taxes or import duties, licenses and royalties, and

2. Remove, remise, release, waive, relinquish and forever quitclaim unto Contractor, Contractor's Surety and Owner, and their affiliates, successors, sureties and assigns, any and all manner of liens, or payment bond claims which Claimant or their affiliates, successors or assigns have, or may have arising from the Subcontract/Agreement with Contractor, upon any portion of the lands of Owner or buildings thereon standing, or upon any payment bond, for labor, material or equipment furnished under the Subcontract/Agreement, as of Release Date \_\_\_\_\_, and

3. Further remise, release and forever discharge Contractor, Contractor's payment bond Surety and Owner, their affiliates, successors, sureties, and assigns of and from any and all manner of liens, claims, demands, and causes of action whatsoever against Contractor, Contractor's payment bond Surety, and/or Owner which Claimant or its affiliates, successors or assigns have, or may have for, upon or by reason of any matter, cause or thing whatsoever arising under or out of the Subcontract/Agreement or the Project, as of Release Date \_\_\_\_\_, and

4. Agree to indemnify and save harmless Contractor, Contractor's payment bond Surety, and Owner, their affiliates, successors or assigns, against all loss, cost, damage or expense (including, but not limited to attorney's fees) by reason of any and all manner of liens, claims or demands which anyone may have for labor performed, for material or equipment furnished under the Subcontract/Agreement with Contractor, or for, upon or by reason of any matter, cause or thing whatsoever related to, arising under or out of the Subcontract/Agreement with Contractor, or the Project, as of Release Date \_\_\_\_\_.

**IN WITNESS WHEREOF**, Claimant has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Sworn to me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_