

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

KNOW ALL MEN BY THESE PRESENTS, THAT

NOW THEREFORE, in consideration and conditioned upon payment of the sum of \$ _____ Dollars to be paid by Subcontractor to Claimant, this represents the undisputed amount due to Claimant from Subcontractor through the date listed below (Release Date), less retainage, for its work or materials supplied to _____ (Name of entity Subcontractor/Supplier contracted with) for the Project located at _____, and owned by _____ (Owner).

This payment represents the undisputed full amount due Subcontractor/Supplier for the Project as of the date listed below (Release Date)_____.

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 Subcontractor/Supplier for the Project have been paid in full 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, release, and waive, any and all manner of liens, or payment bond claims which Subcontractor/Supplier or its affiliates, successors or assigns have, or may have, for labor, material or equipment furnished to the Project, as of Release Date _____, and

3. Further waive, release and forever discharge Bowen & Watson, Inc., its 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 Bowen & Watson, Inc., its payment bond Surety and/or Owner which Subcontractor/Supplier or its affiliates, successors or assigns have, or may have concerning, relating to, and/or arising under or out of the Project, as of Release Date _____, and

4. Agree to indemnify and save harmless Bowen & Watson, Inc., its 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, and/or for material or equipment furnished to Subcontractor/Supplier on the Project, or for any other matter, cause or thing whatsoever concerning, relating to, and/or arising under or out of the Project, as of Release Date _____.

IN WITNESS WHEREOF, Subcontractor/Supplier has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer on this _____ day of _____, 20____.

(Name of Subcontractor/Supplier)

By: _____

Its: _____

Sworn to me on this the _____ day of _____, 20____.

Notary Public for the State of _____
My Commission expires: _____