

**THIRD TIER/SUPPLIER/EQUIPMENT RENTAL COMPANY
PARTIAL WAIVER OF LIEN
FOR MATERIALS, SUPPLIES, LABOR AND/OR EQUIPMENT**

State of: _____

County of: _____

Whereas, the undersigned, _____ (hereinafter "Third Tier Subcontractor/Supplier/Equipment Rental Company"), has furnished material, labor, supplies, (including payment of all applicable sales and use taxes), and/or equipment to the premises known as:

_____ (Project Name)

Pursuant to a contract with _____ ("hereinafter Subcontractor").

Now Therefore, for and in all consideration of the sum of \$ _____ (this pay request amount) to be paid by Subcontractor, it is the intention of the undersigned that actual receipt and acceptance of the above amount will constitute a complete discharge, release and waiver of its lien rights and bond rights arising by reason of or on account of materials, supplies, labor and/or equipment furnished through _____ (date of this draw request), **which is a partial payment to the undersigned for the above referenced project.**

1. The undersigned Lien Claimant waives and releases any and all of its lien rights and/or payment bond rights relating to the undersigned's improvements to the property.
2. The undersigned Lien Claimant, for the undersigned and any person or entity with which it has contracted for any portion of the materials supplied or labor provided, hereby releases Subcontractor and Moss-Marlow Building Co., Inc, ("General Contractor") from all claims, actions and matters of whatever kind, whether known or unknown, accrued or unaccrued, relating in any way to the labor, services and/or materials furnished to the Property.
3. The undersigned Lien Claimant warrants and represents that all persons, partnerships, firms, entities or corporations, including without limitation, all subcontractors or supplier, who have furnished labor, materials and/or equipment to the Lien Claimant for use in the improvements to the property have been paid in full: and
4. The undersigned agrees to indemnify and hold harmless Subcontractor and General Contractor from any and all losses, cost or expenses which the Subcontractor And General Contractor may incur on account of the representations contained in paragraphs 2 and 3 above:

This the _____ day of _____.

Name of Company: _____

By: _____

Print Name and Title: _____

Sworn to and subscribed before me this _____ day of _____

_____ (Notary Public)

My Commission Expires: _____