

STANDARD - PARTIAL CONDITIONAL WAIVER OF LIEN

OWNER: _____
GENERAL CONTRACTOR: _____
PROJECT NAME: _____
STATE OF: _____
COUNTY OF: _____

We have a contract with **Carmel Contractors, Inc.**, to provide _____ **(Material or Scope of Work Provided)** for the improvements and construction to the property described as the _____ **(Name and Address of Project)** and upon receipt of \$ _____ hereby waive my/our construction lien rights for labor/materials provided through _____, **20** _____. **(Date)** This waiver, together with all previous waivers, if any, covers all amounts due to us for contract improvements provided through the date shown above, excepting retainage.

ADDITIONAL WARRANTIES AND REPRESENTATIONS

- (1) The undersigned signatory warrants and represents that he has full authority to execute this Partial Conditional Waiver of Lien for the firm or company listed below.
- (2) The undersigned signatory has personal knowledge of the facts sworn to in this Partial Conditional Waiver of Lien and such facts are true and correct.
- (3) The undersigned has performed all work through _____, **20** ____, pursuant to the terms and conditions of its contract, and in conformance with all plans and specifications for the work.
- (4) Any and all contractors, subcontractors, laborers, suppliers and material men that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, the undersigned's activities on, or improvements to, the Property.
- (5) There are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of the undersigned's activities or construction work on the Property.
- (6) The undersigned is not aware of any Claims of Lien, Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien or encumbrance upon the Property as of the date of this Partial Conditional Waiver of Lien.
- (7) This Partial Conditional Waiver of Lien is specifically made for the benefit of the Owner and the Owner's lender (if any) or Landlord (if any), and any other person or entity with a legal or equitable interest in the Property, and this Partial Conditional Waiver of Lien may be relied upon by any of the aforementioned parties.
- (8) The undersigned is executing this Partial Conditional Waiver of Lien, as provided by law, for and on behalf of the firm or company listed below for the express purpose of inducing and receiving payment from the Owner (or lender or Landlord) for work performed through the date of this Partial Conditional Waiver of Lien.
- (9) This Partial Conditional Waiver of Lien constitutes a representation by the undersigned signatory, for and on behalf of the firm or company listed below, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property as of the date of this Partial Conditional Waiver of Lien except for the payment of retainage. The undersigned hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner, the Owner's lender (if any) or Landlord (if any), the General Contractor (if this Waiver is signed by a subcontractor or supplier), or any other person or entity with a legal or equitable interest in the Property, as of the date of this Partial Conditional Waiver of Lien, except as follows: _____.
- (10) The amount of money set forth as due and owing in the immediately preceding Partial Conditional Waiver of Lien dated _____, **20** ____, has been received, and is deemed paid in full.

In Witness Whereof, the person signing this document, acting for and on behalf of the Undersigned and all of its employees, subcontractors, laborers, suppliers and material men, has placed his hand and seal this _____ day of _____, **20** ____.

Sworn to and subscribed
before me this _____ **day of** _____, **20** ____.

APPEAR
HERE

Notary Public
My Commission Expires: _____

FIRM OR COMPANY: _____

By: _____

Print Name: _____

Title: _____