



## CONDITIONAL WAIVER & RELEASE OF LIEN

Owner: \_\_\_\_\_ Project: \_\_\_\_\_

General Contractor: Bremik Construction Inc.

The undersigned subcontractor \_\_\_\_\_ has provided labor, services, materials or equipment for the above-mentioned project under an agreement with Bremik Construction Inc.. The undersigned does hereby waive and release all claims of every kind including but not limited to all bond claims, liens, or claims of right of lien, statutory or otherwise against the property, project, owner and any sureties, for labor, services, material or equipment provided by the undersigned through \_\_\_\_\_, but only to the extent of payment received, as indicated and limited below:

**(X) Conditional Release:** This waiver and release is contingent upon receipt of net payment and final bank clearance of said remittance in the amount of \$ \_\_\_\_\_, excluding retainage for work.

The remittance identified as payment and endorsed by the undersigned marked "paid" or otherwise cancelled by the bank against which a remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the undersigned, and thereupon this waiver and release shall become effective automatically without the requirement of any further act, acknowledgment or receipt on the part of the undersigned.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

**The person signing above hereby certifies that he or she is fully authorized and empowered to execute this instrument and to bind the person or entity named hereto and does in fact so execute this instrument.**

The parties agree that the electronic signature of a party to this lien release shall be as valid as an original signature of such party and shall be effective to bind such party to this lien release. The parties agree not to deny the legal effect or enforceability of this lien release solely because it contains an electronic signature. The parties agree not to object to the admissibility of this lien release in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form, is not an original, or does not contain an original signature.

**Waiver must be signed & notarized before payment is released.**

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary public





## UNCONDITIONAL WAIVER & RELEASE OF LIEN

Owner: \_\_\_\_\_ Project: \_\_\_\_\_

General Contractor: Bremik Construction Inc.

The undersigned subcontractor \_\_\_\_\_ has provided labor, services, materials or equipment for the above-mentioned project under an agreement with Bremik Construction Inc.. The undersigned does hereby waive and release all claims of every kind including but not limited to all bond claims, liens, or claims of right of lien, statutory or otherwise against the property, project, owner and any sureties, for labor, services, material or equipment provided by the undersigned through \_\_\_\_\_, but only to the extent of payment received, as indicated and limited below:

**(X) Unconditional Release:** The undersigned acknowledges receipt of total net payment in the amount of \$\_\_\_\_\_ for all labor, services, materials or equipment provided and does hereby grant this release unconditionally, the undersigned does hereby waive and release all claims of every kind including but not limited to all bond claims, liens or claims or right of lien, statutory or otherwise against the property, project, owner, and any sureties, for labor, services, material, or equipment, as provided by the undersigned.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

**The person signing above hereby certifies that he or she is fully authorized and empowered to execute this instrument and to bind the person or entity named hereto and does in fact so execute this instrument.**

The parties agree that the electronic signature of a party to this lien release shall be as valid as an original signature of such party and shall be effective to bind such party to this lien release. The parties agree not to deny the legal effect or enforceability of this lien release solely because it contains an electronic signature. The parties agree not to object to the admissibility of this lien release in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form, is not an original, or does not contain an original signature.

**Waiver must be signed & notarized before payment is released.**

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary public





# EXHIBIT 'A' - SUBCONTRACTOR'S PROGRESS PAYMENT FORM

Subcontractor to fill out all items below.

## PROGRESS PAYMENT REQUEST

Job Name \_\_\_\_\_

Job Number \_\_\_\_\_ Contract Date \_\_\_\_\_

Invoice # \_\_\_\_\_ Invoice Date \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Approved Change Orders #

Description	Amount
1	_____
2	_____
3	_____
4	_____
5	_____
Subtotal	=====

Revised Contract Amount: \_\_\_\_\_

Amount Completed to Date: \_\_\_\_\_

Amount Previously Invoiced: \_\_\_\_\_

Gross Billing: \_\_\_\_\_

Less Retention: \_\_\_\_\_ %

Total Amount this Request:

