

**WAIVER AND RELEASE OF LIEN AND/OR CLAIM**

OWNER: \_\_\_\_\_

GENERAL CONTRACTOR: JOHN S. CLARK COMPANY, LLC.

PROJECT: \_\_\_\_\_

FOR AND IN CONSIDERATION of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby WAIVE and RELEASE any and all liens and/or claims including, but not limited to, any lien, bond claim or claim for payment with respect to any labor, services, materials and/or equipment provided to, on or for the Project referenced above on or before the **RELEASE DATE** set out below. **Notwithstanding the foregoing the undersigned does not waive its claim to any retainage withheld by the General Contractor or Owner.**

Further, the undersigned agrees to indemnify the General Contractor and Owner against any claim, including, but not limited to, any lien or bond claim, asserted by or through it with respect to the Project through the RELEASE DATE. The undersigned understands that the General Contractor and Owner are relying on this Waiver and Release in order to make payments to parties entitled to funds for labor, services, materials and/or equipment on the Project.

**RELEASE DATE:** \_\_\_\_\_

(IF BLANK, THE RELEASE DATE SHALL BE DATE OF EXECUTION BELOW)

\_\_\_\_\_  
(SUBCONTRACTOR/SUPPLIER)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(NOTE: IF YOU ARE OWED ANY MONIES AS OF RELEASE DATE, USE WAIVER AND RELEASE OF LIEN AND/OR CLAIM [CONDITIONAL UPON PAYMENT])