

SUBCONTRACTOR’S/SUPPLIER’S PARTIAL RELEASE, WAIVER OF LIEN AND AFFIDAVIT

TO: PLANO COUDON, L.L.C.
2101 Washington Blvd.
Baltimore, MD. 21230
410-837-2571 Fax

RE: CONTRACT DATED:
OWNER:
PROJECT:
CURRENT INVOICE NO.:
FOR THE PERIOD ENDING:

FROM:

The undersigned Subcontractor/Supplier, in consideration of the payments previously made and payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic’s or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Plano-Coudon, Owner, their sureties and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Subcontractor/Supplier, its employees, subcontractors, and suppliers, in connection with the aforesaid Project and contract, through the period covered by the current invoice and all previous invoices. The release does not apply to retention, nor to extra work with which Subcontractor/Supplier has been authorized to proceed by Plano-Coudon, but for which payment has not yet been approved.

Except as noted below, Subcontractor/Supplier acknowledges and represents that for the period and work covered by all previous invoices for which Subcontractor/Supplier has received payment:

1. Subcontractor/Supplier has paid in full all amounts for subcontracts, labor, materials and equipment.
2. Subcontractor/Supplier has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Subcontractor/Supplier is aware of no claims nor any circumstances that could give rise to any future claims against Plano-Coudon, Owner, Architect, other Subcontractors, or their respective sureties on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions, if any: _____

Subcontractor/Supplier represents that the amounts stated below are correct and that the current payment due will be applied promptly to full payment of all outstanding amounts due from Subcontractor/Supplier to others in connection with the Project.

Contract Sum to Date	\$
Total Completed and Stored to Date	\$
Total Retention to Date	\$
Total Earned Less Retention	\$
Less Previous Payments	\$
Current Payment Due	\$

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

BY: _____(SEAL)
(Printed Name of Subcontractor/Supplier)

BY: _____ Date: _____
(Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor/Supplier

STATE OF _____)
(CITY) (COUNTY) OF _____)

On this _____ day of _____, 2011 appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Subcontractor’s/Supplier’s Partial Release, Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

_____(SEAL)
(Notary Public)

My commission expires: _____