

**CONDITIONAL PARTIAL WAIVER OF LIEN RIGHTS**

TO ALL WHOM IT MAY CONCERN:

The undersigned ("Contractor") is a subcontractor, materialman or other person furnishing services or labor or material in the construction or repair of improvements upon real estate owned by \_\_\_\_\_ ("Owner") and described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon receipt by (Contractor) \_\_\_\_\_ of a check from \_\_\_\_\_ in the sum of \$\_\_\_\_\_ and when the check has been paid by the bank upon which it is drawn, the undersigned does:

(i) hereby waive, release and quitclaim in favor of the owner or owners of said real estate and in favor of each and every party making a loan on said real estate, as improved and his or its successors and assigns, all right that the undersigned may have to a lien upon the land and improvements above described; and

(ii) hereby release \_\_\_\_\_, its officers, shareholders, directors, members, employees, agents, assigns, predecessor-, successor-, affiliated-, subsidiary-, and parent corporations (and the officers, directors and employees of such corporations) from any and all claims, counterclaims, demands, causes of action, obligations, damages and liabilities of every kind arising out of or relating to the transactions, goods, or services provided to or for the benefit of or pursuant to agreement with \_\_\_\_\_ prior to the date of hereof.

IT IS UNDERSTOOD AND AGREED THAT WAIVER AND RELEASE IS FOR ALL SERVICES RENDERED, WORK DONE AND MATERIAL FURNISHED PRIOR TO THE DATE HEREOF and is for all such services rendered, work done and material furnished for the particular project indicated above.

Nothing in the Partial Waiver of Lien Rights shall waive or otherwise affect lien rights for retainage now being held by \_\_\_\_\_ for labor or work performed and/or material furnished prior to \_\_\_\_\_.

Additionally, the undersigned agrees to serve a new Notice of Furnishing if the undersigned furnishes additional material or performs additional labor or work on or to the aforementioned project after the date hereof, and for which the undersigned wishes to reserve lien rights against said project.

Total Amount Received to Date on Contract: \$ \_\_\_\_\_  
Thru Pay Application # \_\_\_\_\_ Dated \_\_\_\_\_

