

LIEN WAIVER

This Lien Waiver (the "Waiver") is made and effective as of [effective date of this waiver].

I. PARTIES AND PROJECT INFORMATION

This Waiver is entered into by the following parties: A. Waiving Party (Lien Claimant):

Full Legal Name: [full legal name of waiving party]

Mailing Address: [mailing address of waiving party]

Role: [role of waiving party, e.g., General Contractor, Subcontractor, Material Supplier]

B. Payer:

Full Legal Name: [full legal name of payer]

Mailing Address: [mailing address of payer]

C. Property Owner:

Full Legal Name: [full legal name of property owner]

Mailing Address: [mailing address of property owner]

D. Project Information:

Project Name: [project name]

Project Street Address: [project street address]

Project City: [project city]

Project State: [project state]

Project Zip Code: [project zip code]

Legal Description of Property (if available): [legal description of property]

II. PAYMENT RECEIVED

The Waiving Party acknowledges receipt of payment in the amount of [payment amount] Dollars (\$[payment amount]) from the Payer. This payment is for labor, services, equipment, or materials furnished to the Project through [date through which payment is made].

III. WAIVER OF LIEN RIGHTS

Upon receipt of the payment specified in Section II, the Waiving Party hereby waives and releases any and all mechanic's lien rights, stop payment notice rights, and bond claims, whether statutory or contractual, that the Waiving Party has or may have against the Property, the Payer, the Property Owner, and the Project, for labor, services, equipment, or materials furnished to the Project through the date specified in Section II. This Waiver covers all claims for payment for work performed or materials supplied up to and including the date through which payment is made, and the Waiving Party confirms that the payment received constitutes full and final payment for all such work and materials for the period covered.

IV. REPRESENTATIONS AND WARRANTIES

The Waiving Party represents and warrants that it has the full legal authority to execute this Waiver and that there are no other outstanding liens, claims, or encumbrances by the Waiving Party or any party claiming through the Waiving Party for the period covered by this Waiver.

V. GOVERNING LAW

This Waiver shall be governed by and construed in accordance with the laws of the State of [state where the project is located].

VI. ENTIRE AGREEMENT

This Waiver constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

VII. SEVERABILITY

If any provision of this Waiver is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

VIII. HEADINGS

The headings in this Waiver are for convenience of reference only and shall not affect the interpretation of this Waiver.

IX. SUCCESSORS AND ASSIGNS

This Waiver shall be binding upon and inure to the benefit of the Waiving Party and its respective heirs, successors, and permitted assigns.

WAIVING PARTY (LIEN CLAIMANT)

Signature: _____

Print Name: [printed name]

Date: _____

Title: [title]