

STATE OF _____)
) SS
 COUNTY OF _____)

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

Name of Subcontractor:

Name of Contractor:

For work performed through:

The undersigned, an authorized representative of Subcontractor, hereby represents and states as follows:

- (1) Subcontractor has provided labor, equipment and/or materials ("*Work*") to or through Contractor for the improvement of property owned by _____ ("*Owner*") at the following location: _____ (the "*Property*").
- (2) Subcontractor has been paid for all such Work through _____, except for any: (i) Submitted Claims (as defined below) and (ii) contract retainage withheld.
- (3) Subcontractor has submitted the following claims for additional compensation to Contractor for Work performed through _____, which claims remained unpaid as of such date ("*Submitted Claims*");

DATE SUBMITTED TO CONTRACTOR	DESCRIPTION	AMOUNT (\$)

- (4) *To be completed by "first-tier" subcontractors only:* Subcontractor has engaged the following subcontractors and suppliers to perform Work on or for the Property ("*Second-tier Subcontractors*") for a contract amount of \$250,000.00 or greater. The information set forth below with respect to each such Second-tier Subcontractor is complete and accurate:

SECOND-TIER SUBCONTRACTOR(A)	DESCRIPTION OF LABOR/MATERIAL/EQUIPMENT SUPPLIED	SUBCONTRACT AMOUNT (B) (\$)	AMOUNT PAID PRIOR TO (\$)	AMOUNT DUE THROUGH (B)(C) (\$)

- (A) If Subcontractor has no Second-tier Subcontractors with a contract amount of \$250,000 or greater, state "None".
- (B) For fixed priced subcontracts, Subcontractor may just state that the subcontract amount is at least \$250,000 and whether the "Amount Due Through _____" is \$100,000 or greater.
- (C) Subcontractor shall submit a Subcontractor's Partial Lien Waiver to Contractor with its next invoice if the amount shown in this column is \$100,000 or greater, unless such Second-Tier Subcontractor has completed its Work, in which case Subcontractor shall provide a Subcontractor Unconditional Final Lien Waiver executed by such Second-tier Subcontractor.

- (5) Except for retainage funds and Submitted Claims, if any, Subcontractor hereby unconditionally and permanently waives and releases, without reservation, all claims for payment from Owner and all rights to mechanic's liens and other claims against the Property for Work performed through _____

(6) Subcontractor shall defend and indemnify Owner, Contractor, and the Property against any liens or other payment claims made by any subcontractor or supplier of Subcontractor, including all expenses, costs and attorney fees associated therewith, for Work performed through

Dated:

By: _____

Title: _____

Subscribed and sworn to before me, this ____ day of _____, 20 ____.

Notary Public

My Commission expires: