

UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

The undersigned mechanic and/or materialman has been employed by Benning Construction

Company to furnish \_\_\_\_\_ for the construction of  
(describe materials and/or labor)  
improvements known as \_\_\_\_\_ which is located  
(title of the project or building)  
in the City of \_\_\_\_\_, County of \_\_\_\_\_, and is owned by

\_\_\_\_\_ and more particularly described as follows:  
(Name of Owner)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING  
EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT  
NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Upon receipt of the sum of \$\_\_\_\_\_, the undersigned hereby certifies and warrants that it has provided all work required by the Subcontract as a condition of final payment and the undersigned waives and releases any and all liens or claims of liens or any right against any labor and/or material payment bond it has upon the foregoing described property, including any claims for changes to the Work which were not detailed by Subcontractor in a change order request as of the date of this document and which were based on improvements actually provided by the undersigned through the date of this document. BY EXECUTING THIS DOCUMENT, THE UNDERSIGNED AGREES THAT THIS DOCUMENT SHIFTS THE PRESUMPTION OF WAIVER OF LIEN RIGHTS TO THE UNDERSIGNED AND THAT THIS DOCUMENT MAY BE USED TO ESTABLISH THAT THE UNDERSIGNED KNOWINGLY SURRENDERED AND WAIVED ITS LIEN RIGHTS AS SPECIFIED.

Given under hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\*Company Name: \_\_\_\_\_

By: ITS AUTHORIZED REPRESENTATIVE  
\_\_\_\_\_(Seal)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*Benning may rely on the statement of authorization in taking action based on this documents.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**INDEPENDENT WAIVER BASED ON PRIOR PAYMENTS:**

**INDEPENDENT OF ITS EXECUTION OF A LIEN WAIVER, THE UNDERSIGNED FURTHER ACKNOWLEDGES RECEIPT OF PAYMENT(S) TO DATE FOR THE PROJECT IN THE AMOUNT OF**

**(\$\_\_\_\_\_) FROM SUBCONTRACTOR AND/OR CONTRACTOR FOR LABOR EMPLOYED IN AND/OR MATERIALS FURNISHED, AND, THEREFORE, WAIVES AND RELEASES ANY AND ALL CLAIMS OR DAMAGES IT HAS AGAINST CONTRACTOR AND/OR CONTRACTOR'S SURETY, EXCEPT FOR THOSE THAT ARE EXPRESSLY RESERVED AND DETAILED AS FOLLOWS:**

\_\_\_\_\_

**THE UNDERSIGNED FURTHER REPRESENTS THAT ALL EMPLOYEES, LABORERS, MATERIALMEN, AND SUBCONTRACTORS EMPLOYED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT HAVE BEEN FULLY PAID AND THAT NO OBLIGATIONS, LEGAL, EQUITABLE, OR OTHERWISE, ARE OWED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT. WITH RESPECT TO THESE REPRESENTATIONS AND WARRANTIES, THE UNDERSIGNED DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PAYMENT AND PERFORMANCE SURETY, IF ANY, OWNER AND ANY OTHERS WHOM A CLAIM MAY BE ASSERTED FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, AND THE LIKE INCURRED ON THE PROJECT THAT ARE COVERED BY THIS REPRESENTATION. IF CONTRACTOR HAS TO DEFEND ANY CLAIM RESULTING FROM LACK OF PAYMENT BY UNDERSIGNED TO A SUPPLIER, LABORER, MATERIALMEN, AND/OR SUBCONTRACTOR, ANY OR ALL EXPENSES INCURRED BY CONTRACTOR INCLUDING LEGAL FEES, COURT OR ARBITRATION COSTS, WILL BE THE RESPONSIBILITY OF THE UNDERSIGNED .**

**THIS FINAL WAIVER AND RELEASE DOES HEREBY WAIVE, RELEASE, AND RELINQUISH ANY AND ALL CLAIMS, ACTS, EVENTS, CIRCUMSTANCE, CONSTRUCTIVE OR ACTUAL DELAYS, ACCELERATIONS, EXTRA WORK, DISRUPTIONS, INTERFERENCES AND THE LIKE WHICH HAVE OCCURRED, OR MAY BE CLAIMED TO HAVE OCCURRED, PRIOR TO THE EFFECTIVE DATE HEREOF, EXPECTING ONLY ANY CLAIMS CURRENTLY UNRESOLVED FOR WHICH WRITTEN NOTICE HAS BEEN PROVIDED TO CONTRACTOR AS FOLLOWS:**

**GIVEN UNDER HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_**

\_\_\_\_\_  
**(CORPORATE SEAL)**

\_\_\_\_\_  
**(COMPANY NAME)**

\_\_\_\_\_  
**(COMPANY ADDRESS)**

\_\_\_\_\_  
**(WITNESS)**

\_\_\_\_\_  
**(COMPANY TELEPHONE)**

\_\_\_\_\_  
**(ADDRESS)**

\_\_\_\_\_  
**(OFFICER SIGNATURE)**

\_\_\_\_\_  
**(PRINT NAME)**