

**PARTIAL AND CONDITIONAL RELEASE, WAIVER OF LIEN, AND AFFIDAVIT**

Project: _____

Owner: _____

Contractor: Broughton Construction Company

Subcontractor/Supplier: _____

For period ending: _____

Invoice No.: _____

The undersigned, for good and valuable consideration, the receipt and adequacy of which is acknowledged, including payments previously made in the amount of (\$0.00) Zero Dollars and No Cents and **upon receipt** of the payment of (\$_____) Cents for the period covered by the current invoice set forth above, agrees and certifies as follows:

1. Subject to the terms of Paragraph 5 below, the undersigned hereby forever waives and releases any and all causes of action, suits, debts, damages, claims, and demands of any nature whatsoever which the undersigned or its successors or assigns now has or may hereafter have against the owner, the General Contractor (if Broughton Construction Co. is not the General Contractor), the General Contractor's payment bond surety, if any, Broughton Construction Company and Broughton Construction Company's payment bond surety, if any, by reason of labor and/or materials and/or equipment furnished to the Project as of the date noted above, including material and/or equipment stored off site, provided, however that this waiver and release shall not apply to any sum which the Broughton Construction Company designates as being withheld as retainage and does not apply to any pending change order proposals for which written authorizations to proceed has been given by Broughton Construction Co. to the undersigned.
2. The undersigned hereby forever waives and releases all mechanic's materialmen's or other liens and to the fullest extent permitted by law, all rights to file any such liens in the future of any nature whatsoever which the undersigned or its successors or assigns now has or may hereafter have against the Project (including the land and any improvements) by reason of labor and/or materials and/or equipment furnished to the Project as the date noted above, including materials and/or equipment being stored off site.
3. The undersigned certifies that all persons, firms or corporations who have furnished labor and/or materials and/or equipment to the undersigned, or at the direction of the undersigned, respecting the Project as of the date noted above, have been paid in full. The undersigned further certifies that he/she has complied with all laws, regulations and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to the employment of persons by him/her, and has paid all federal, state or local taxes and fees incurred by him/her in the course of his/her business. The undersigned further certifies that no security interest has been given or entered into respecting any material or equipment furnished to Project.
4. The undersigned shall indemnify and hold Broughton Construction Company harmless from all causes of action, suits, debts, liens, damages, claims, costs, attorney's fees, and demands of any nature whatsoever relating to persons, firms, or corporations who have furnished labor and/or materials and/or equipment to the undersigned, or at the direction of the undersigned, respecting the Project.
5. This release is solely for the benefit of Broughton Construction Company and its sureties. Broughton Construction Company may determine, in its sole discretion, that the Owner and/or General Contractor, if other than Broughton Construction Company is/are responsible for all or portions of any of the undersigned's demands or claims, and to the extent Broughton Construction Company collects and recovers from the Owner and/or the General Contractor said sums on behalf of the undersigned, payment of said demands or claims by the Owner and/or General Contractor to Broughton Construction Company being a condition precedent to recovery by the undersigned, then Broughton Construction Company shall not enforce the terms of this Partial Release, and upon the fulfillment of the condition precedent, shall pay to the undersigned the said sum actually recovered on behalf of the undersigned, less fees, costs and expenses, including attorney's fees, incurred in pursuing said demands or claims. This paragraph does not affect the release and waiver of lien rights in paragraph 2 above.

SUBCONTRACTOR/SUPPLIER: _____

BY: _____

Name/Title: _____ City/State: _____

_____, appeared before me and he/she made oath in due form of law that the facts, information and representations set forth in the forgoing Partial Release, Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

Subscribed and sworn to me this _____ day of _____, 20____, Notary Public: _____

My Commission Expires: _____