

PARTIAL WAIVER OF LIEN TO DATE

STATE OF _____)

)ss.

JOB/PO #: _____

JOB NAME: _____

COUNTY OF _____)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Howard Immel, Inc. to furnish _____ for the premises known as _____ of which _____, is the owner.

The undersigned, for and in consideration of _____ (\$ _____) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of _____, relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

OFFICER SIGNATURE AND TITLE _____

*EXTRAS ARE LIMITED TO APPROVED WRITTEN CHANGE ORDERS TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF _____)

)ss

COUNTY OF _____)

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, _____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE/SHE IS _____ OF _____ WHO IS THE CONTRACTOR FURNISHING _____ WORK ON THE PROJECT LOCATED AT _____ OWNED BY _____.

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES & ADDRESSES	WHAT FOR	CONTRACT	APPROVED CHANGE ORDERS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR & MATERIAL INCL.	<u>EXTRAS TO COMPLETE</u>					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____

OFFICER SIGNATURE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____

*EXTRAS ARE LIMITED TO APPROVED WRITTEN
CHANGE ORDERS, TO THE CONTRACT.

NOTARY SIGNATURE _____

My Commission Expires: _____

+++Notary Stamp or Seal+++

NOTARY PUBLIC