

SUBCONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN AND BOND

CONTRACTOR: HENDRICK CONSTRUCTION, INC.
5601 77 Center Drive, Suite 250
Charlotte, NC 28217

OWNER: _____

PROJECT: _____

JOB NUMBER: _____

DATE: _____ (Effective Date)

WHEREAS, the undersigned, _____ ("Subcontractor"), has furnished material, supplies, labor, and/or equipment (including payment of all applicable sales and use taxes) to the Project;

NOW THEREFORE, upon Subcontractor's receipt of the amount of \$ _____ (the amount of the final pay request which includes any and all retainage) to be paid by _____ or Contractor, this document shall constitute a complete discharge, release and waiver of its lien rights, rights under any payment bond, or any other claim for payment whatsoever Subcontractor may have in connection with the Project. By signing below, Subcontractor hereby certifies:

- Subcontractor represents and warrants that it has not previously filed a lien or bond claim in connection with the Project, and that if it has Subcontractor shall, within seven (7) days of the date of execution of this Final Release and Waiver of Lien or Bond, mark satisfied and/or cancel and withdraw any bond claim or Claim of Lien or Notice of Claim of Lien on Funds served or filed relating to the Project;
- Subcontractor waives, withdraws, cancels, releases and terminates its right to serve or file a claim against the Owner or lien against the Project or the right to serve a lien against funds in accordance with Article 2 of Chapter 44A of the General Statutes of North Carolina.
- With respect to improvements to the Project, the undersigned Subcontractor releases and terminates its rights pursuant to Article 3 of Chapter 44A of the General Statutes of North Carolina. It is the specific intent of this paragraph that the undersigned Lien Claimant is waiving and releasing any and all of its lien rights and/or payment bond rights relating to the undersigned's improvements to the Property;
- Subcontractor, for the undersigned and any person or entity with which it has contracted for any portion of the materials or equipment supplied or labor provided, hereby releases Owner and Contractor from all claims, actions and matters of whatever kind, whether known or unknown, accrued or unaccrued, relating in any way to the labor, equipment, services and/or materials furnished to the Project;
- Subcontractor warrants and represents that all persons, partnerships, firms, entities or corporations, including, without limitation, all subcontractors or suppliers, who have furnished labor, materials and/or equipment to the Lien Claimant for use in the improvements to the Property have been paid in full or will be paid in full with the funds received pursuant to this Final Release and Waiver of Lien; and
- Subcontractor agrees to indemnify, defend and hold harmless Owner and Contractor from any and all losses, costs or expenses which Owner or Contractor may incur on account of the representations contained in Paragraphs 3 and 4 above.
- Subcontractor does hereby waive, release, and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now or may have had arising out of the performance of work or the furnishing of labor or materials by the undersigned.

SUBCONTRACTOR

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

By: _____
Signature

Notary Public _____

Printed Name/TITLE

My Commission Expires: _____

NOTARY SEAL