

Partial Release and Waiver by Contractor/Supplier of

Mechanic's liens, Claims and Causes of Action

To: **McDowell Construction Corp. of Myrtle Beach** **196 Stonebridge Dr. MB, SC 29577**

From: _____

Project:

In consideration of a payment in the amount of \$ _____ made by McDowell Construction to the undersigned Contractor/Supplier for remaining funds rendered by the Contractor/Supplier including work completed through improvement of the Project and real property described above, the Contractor/Supplier does hereby release and waive all liens, claims and causes of action in an amount equal to the foregoing progress payment and all previous progress payments, which the Contractor/Supplier now has, or may hereafter have, whether known or unknown for furnishing of such labor, material, equipment or supplies. Such released and waived liens, claims and causes of action with respect to the foregoing progress payment shall include, but not be limited to, (1) any mechanic's or materialman's liens against the leasehold or fee simple title in and to such real property or the improvements thereon, (2) any rights to assert or claim and such mechanic's or materialman's liens, (3) any equitable liens, (4) any rights to assert a claim under any labor or material payment bond issued for the benefit of the Owner, Contractor/Supplier or any construction lender in connection with the project, (5) any right to assert a claim to any loan proceeds held by any construction lender, (6) and any causes of action which might otherwise be asserted as part of a civil lawsuit or proceeding for damages or other relief, legal and/or equitable, in any court or tribunal or before and arbitrator or arbitration panel that might otherwise have jurisdiction. This release and waiver are for the benefit of, and may be relied upon by McDowell Construction, the owner, any construction lender, the surety under any labor and material payment bond, any title insurance company issuing any title insurance report or commitment relating to the Project, and their respective successors and assigns.

For the foregoing consideration the Contractor/Supplier further warrants and represents that the Contractor/Supplier has fully and duly paid for all labor, materials, equipment and supplies used or furnished by the Contractor/Supplier in connection with the Project, and hereby covenants and agrees to indemnify, hold harmless and defend McDowell Construction, the Owner, any construction lender or surety, and title insurance company, and each of them, and their successors and assigns, from and against any and all claims losses, damages, liabilities or expenses including reasonable attorney's fees which may be sustained or incurred by any of them for any failure of the Contractor/Supplier to make such payments.

Executed this _____ day of _____, 2025

By: _____ Title: _____
(Signature)

Of _____
(Company Name)

State of _____)

County of _____)

Before me, a Notary Public in and for said County and State, personally appeared _____,
who acknowledged the execution of the foregoing document. Witness my hand and Notarial Seal this ____ day of _____, ____.

My Commission Expires: _____ SEAL:

NOTARY PUBLIC