



**CONDITIONAL FINAL WAIVER AND RELEASE OF LIENS AND CLAIMS BY SUBCONTRACTOR OR MATERIALMAN TO GENERAL CONTRACTOR**

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_  
(Subcontractor's County)

WHEREAS, \_\_\_\_\_(hereinafter "Undersigned") has been employed by Corporate Facility Services, Inc. (hereinafter "Contractor") to furnish \_\_\_\_\_ (describe materials and/or labor) under a contract, subcontract, or purchase order dated \_\_\_\_\_, 20\_\_ and numbered \_\_\_\_\_ for or in connection with the construction of improvements known as \_\_\_\_\_ (hereinafter "Project"), which is located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of North Carolina (hereinafter "Property and is owned by \_\_\_\_\_ (hereinafter "Owner") and more particularly described as follows: \_\_\_\_\_ (project address).

NOW, THEREFORE, conditioned only upon the receipt of \$ \_\_\_\_\_ (amount of final payment), the Undersigned, for itself, its employees, its subcontractors, sub-subcontractors, mechanics, material, men, and laborers, does hereby:

- (a) Waiver of Lien Rights. Waive, relinquish, and release any and all liens, rights to file liens, claims of lien or preliminary notices of right to file lien on or against the foregoing described Property, and the improvements thereon.
- (b) Waiver of Bond Rights. Waive, relinquish, and release any rights it has against any labor, material, payment, performance, or lien discharge bond pertaining to the foregoing described Property and the improvements thereon.
- (c) Waiver of Claims. Waive, relinquish, and release any and all claims, causes of action, suits, damages, judgments, claims and demands of any kind, character, and description, whether known or unknown, against the Contractor, the Contractor's bonding company, and the Owner, their directors, officers, principals, general and limited partners, employees, agents, subsidiaries, parent, and related corporations, successors, and assigns, arising from, pertaining to, or arising out of the furnishing of the foregoing described materials and/or labor, the Project or the Property.
- (d) All Parties Paid. Warrant and represent that it has been paid in full all amounts owed for all materials or labor furnished pursuant to the above-referenced contract and that any and all parties who have supplied labor or materials to the Undersigned for or in connection with the making of the improvement to the Property have been paid in full all amounts owed to them as a result of the performance of such labor or the furnishing of such materials.
- (e) Authorization. Warrant and represent that it is the sole owner of the claims released herein, that it has not sold, assigned, or conveyed such claims to any other party, that the individual executing this instrument on its behalf has personal knowledge of the matters herein stated, and is authorized and fully qualified to execute this instrument as or on behalf of the Undersigned.

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PAGE -2-

- (f) Scope of Release. Acknowledge and agree that this Conditional Waiver and Release of Liens and Claims is an independent covenant and shall operate and be effective with respect to all labor or services provided and materials furnished by, through, or on behalf of the Undersigned under any supplemental contract or contracts, whether oral or written, for extra or additional work, and for any further labor or services provided or materials furnished at any time with respect to the Project or the Property.

Given under hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Subcontractor: \_\_\_\_\_

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

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

(NOTARY SEAL)

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_