



**SUBCONTRACTOR'S INTERIM WAIVER
AND RELEASE UPON PAYMENT**

STATE OF NORTH CAROLINA

COUNTY OF _____
(Subcontractor County)

OWNER: _____

CONTRACTOR: CORPORATE FACILITY SERVICES, INC.

SUBCONTRACTOR: _____

PROJECT: _____

The undersigned Subcontractor/Supplier (hereinafter the "Undersigned") has been employed by Corporate Facility Services, Inc. ("Contractor") to furnish construction services or materials for the construction of improvements known as the _____ project ("Project"), which is located in the City of _____, County of _____ ("Property"), is owned by _____ ("Owner"), and has a street address or legal description of: _____.

Upon the receipt of the sum of \$ _____, the Undersigned waives and releases (i) any and all liens or claims of liens it has upon the foregoing described Project and Property; and (ii) any and all rights it has against any labor, material, payment, performance or lien discharge bond pertaining to the foregoing described Project and Property and the improvements thereon, through the date of _____, 200__ (the "Waiver Date"), and excepting those rights, liens and bond claims that the Undersigned might have in any retained amounts, on account of labor or materials, or both, furnished by the Undersigned to or on account of said Contractor for said improvements.

In addition, the Undersigned warrants, represents and agrees as follows:

- (1) The individual executing this instrument on behalf of the Undersigned has personal knowledge of the matters herein stated and that such facts are true and correct, and has full authority to execute this Interim Waiver and Release Upon Payment for the Undersigned.
- (2) The Undersigned has performed all work through the Waiver Date pursuant to the terms and conditions of its contract and in conformance with all plans and specifications for the work, and/or all materials and equipment supplied are of good quality and new unless otherwise required or permitted by the plans and specifications or purchase order documents.
- (3) Any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Undersigned for use or incorporation into the construction of the improvements to the Property are listed above. All sums due to contractors, subcontractors, materialmen, mechanics, laborers and suppliers for labor, materials or services used or incorporated into the improvements to the Property have been paid and satisfied in full, or will be paid and satisfied in full upon receipt of the above referenced funds, and there are no outstanding claims of any character arising out of, or related to, the Undersigned's activities on, or improvements to, the Property.
- (4) This Interim Waiver and Release Upon Payment is specifically made for the benefit of the Contractor, the Owner and the Owner's lender, and any other person or entity with a legal or equitable interest in the Property, and this Interim Waiver and Release Upon Payment may be relied upon by any of the aforementioned parties.
- (5) The Undersigned is executing this Interim Waiver and Release Upon Payment, as provided by law, for the express purpose of inducing and receiving payment from the Contractor for work performed through the date of this Interim Waiver and Release Upon Payment.

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WITNESS the hand of the Undersigned, as of the Waiver Date.

Signed, sealed, sworn to and subscribed before the SUBCONTRACTOR/SUPPLIER
Undersigned witness.

Witness: _____

Name: _____

Title: _____