

INTERIM WAIVER AND RELEASE-PROGRESS PAYMENTS

#1

| CONDITIONAL RELEASE | UNCONDITIONAL RELEASE |
|---|--|
| <p>In Consideration of payment of the OUTSTANDING BALANCE due totaling \$ _____ (enter '\$0' if no outstanding balance) at _____, 20____ by _____ (the "Payor") to _____ (the Payee), Payee hereby waives, releases any and all claims or rights of lien or bond claim which the undersigned may now have by reason of any labor, material, supplies, equipment, or work furnished to the construction project commonly known as Project Name (the "Project") and located at Project Address. Total payments received to date for the project are \$ _____.</p> <p>Further, Payee, in consideration of the payment of said sum does hereby release and forever discharge Owner Name (the "Owner"), the Payor, and T.W. Clark Construction, LLC (the "General Contractor" if different from Payor) and their respective successors, affiliates, agents, and assigns and all their respective subsidiaries, general partners, lenders, and employees from any and all claims, demands, suits, or causes of action of whatever kind or nature, whether based on contract, tort or otherwise, which now exists or which may arise out of or which are in any way connected to the construction of the Project, except for those claims specifically reserved below:</p> <p>This waiver WAS given immediately prior to receipt of payment of the balance due noted above at the request of and for the convenience of Owner and is therefore contingent upon receipt in due course of payment in full of the amount set forth above, which payment (together with any and all prior payments) represents final payment in full for all labor, materials, supplies, equipment, and Work furnished by Payee through _____, 20____.</p> <p>I certify under penalty of perjury the above is a true and correct statement.</p> <p>Subcontractor, Lower-Tier Subcontractor or Materialman</p> <p>Company: _____</p> <p>Sub/Supplier to: _____</p> <p>By: _____</p> <p>Title: _____ <i>A duly authorized & constituted representative (must be owner or corp. officer)</i></p> <p>Dated: _____</p> | <p>_____ (the Payee), hereby waives, releases any and all claims or rights of lien or bond claim which the undersigned may now have by reason of any labor, material, supplies, equipment, or work furnished to the construction project commonly known as Project Name (the "Project") and located at Project Address through _____, 20____. Total payments received to date for the project are \$ _____.</p> <p>Further, Payee, does hereby release and forever discharge Owner Name (the "Owner"), the Payor, and T.W. Clark Construction, LLC (the "General Contractor" if different from Payor) and their respective successors, affiliates, agents, and assigns and all their respective subsidiaries, general partners, lenders, and employees from any and all claims, demands, suits, or causes of action of whatever kind or nature, whether based on contract, tort or otherwise, which now exists or which may arise out of or which are in any way connected to the construction of the Project, except for those claims specifically reserved below:</p> <p>This waiver was given <u>after</u> receipt of payment of the balance due at the request of and for the convenience of Owner and is therefore NOT contingent upon receipt of payment, which payment (together with any and all prior payments) represents final payment in full for all labor, materials, supplies, equipment, and Work furnished by Payee through _____, 20____.</p> <p>I certify under penalty of perjury the above is a true and correct statement.</p> <p>Subcontractor, Lower-Tier Subcontractor or Materialman</p> <p>Company: _____</p> <p>Sub/Supplier to: _____</p> <p>By: _____</p> <p>Title: _____ <i>A duly authorized & constituted representative (must be owner or corp. officer)</i></p> <p>Dated: _____</p> |
| <p>State of _____ County of _____</p> <p>Subscribed and sworn before me on this day _____ of _____, 20____.</p> <p>Notary Public _____</p> <p>My Commission expires _____</p> | |
| <p>Place seal here</p> | |

PLEASE MAIL ORIGINAL DIRECTLY TO T.W. CLARK: 1117 N Evergreen Rd #1, Spokane, WA 99216