**PARTIAL WAIVER OF LIENS AND RELEASE OF CLAIMS (“WAIVER”)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Claimant”) is a supplier or subcontractor or furnisher of labor, materials, services, supplies, tools and/or equipment to Merit Construction, Inc. (“Merit”), in connection with the construction project known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Project”).

Before me, the undersigned authority, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_ of Claimant who having been duly sworn, deposes and upon oath states:

1. That he/she has power and authority to execute this document and knows of his/her own personal knowledge that the statements contained herein are voluntarily made and true.

2. Upon receipt of, as partial payment, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_), the Claimant makes an oath as follows:

 a. The partial payment constitutes adequate consideration for this Waiver relating to Claimant’s obligations relating to the Project that have been performed through \_\_\_\_\_\_\_\_\_ (date). Claimant, individually and on behalf of its shareholders, officers, employees, agents, successors and assigns, does hereby waive, release, and discharge any and all liens, claims and/or causes of action for labor, materials, equipment or services, including, but not limited to, claims for the performance of extra work, extended or additional job costs or overhead, lost profits, impact costs, delay costs, disruptions, changes, and/or changed conditions, retainage, known or unknown, direct, indirect or consequential, legal fees and expenses, arising out of or relating to the Project, including but not limited to, claims and/or causes of action against the Owner, Merit, and Merit’s surety, including their successors, assigns, and representative relating to this Project with the exception of lien claims for amounts being held as contract retainage and any claims expressly described in writing herein.

 b. That all labor, materials, services, supplies, tools and/or equipment furnished or leased in connection with the Project to date have been provided and the work completed as required by the applicable subcontract, purchase order, and/or invoice, including all change orders, and in compliance with the applicable contract documents including, but not limited to, all plans, specifications, and addenda.

 c. That the Claimant has been paid in full for the value of work performed and the labor, materials, services, supplies, tools, and/or equipment furnished by the Claimant on account of all Claimant’s requisitions, invoices, and claims in connection with the Project submitted to date except as provided in Section 2(a).

 d. That the Claimant has made payment to its own subcontractors, suppliers, furnishers, lessors, and/or vendors of the materials, services, supplies, tools and/or equipment in connection with the Project to date based upon all prior payment made to Claimant and that there are no unsatisfied rights, claims, liens, demands, or debts against the Owner, Merit, or Claimant addressed to the Owner, Merit, and/or Claimant, directly or indirectly, in connection with the Project as of the date of this Waiver. Additionally, Claimant represents that this payment shall be used only for payment of labor, material, and services relating to this Project which are the subject of this Waiver. The Claimant, individually and on behalf of its successors and assigns, agrees to defend, indemnify, and hold harmless Merit, its successors and assigns, and the Owner, its successors and assigns, from all liability, loss, cost, damage, liens, suits, claims, reasonable attorney fees and expenses, court costs and all other expenses incurred in connection with or arising out of or relating to any claim for payment by any party who provided labor, material, equipment or services to Claimant or at Claimant's request relating to the Project, and the Claimant shall, upon written demand from the Owner or Merit, assume and defend at the Claimant’s sole cost and expense all such suits, arbitrations, and/or defense of claims relating to the Project.

 e. That there are no rights, claims, liens, demands, debts, or notices of the same in connection with the Project as against Merit, Merit’s surety, the Owner, the Project Architect, or the property on which the Project is located, either independently of or claiming through the Claimant or based upon any mechanic’s lien law, surety law (including Miller Act), or any other act, statute, ordinance or provision of law or equity, or based upon any surety bond given by Merit as principal in connection with the Project.

3. The Claimant acknowledges that were it not for the execution and delivery of this Waiver to Merit, then the Owner or Merit would withhold payment otherwise due the Claimant in connection with the Project.

4. The term “Claimant” includes the singular and plural of individuals, partnerships, associations, joint ventures, and corporations.

I DO SOLEMNLY declare and affirm under penalties of perjury that I am authorized and competent to execute this Waiver and that the matters and facts set forth herein are true and accurate.

 CLAIMANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

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