

**SUBCONTRACTOR'S  
RECEIPT OF FINAL PAYMENT,  
FINAL WAIVER OF LIEN AND CLAIM**

**TO:** ("Contractor")

,

And

Federal Insurance Company ("Surety")

**FROM:**

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**PROJECT:**

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(the "project")

The undersigned Subcontractor (hereinafter "Subcontractor"), for good and valuable consideration, as fully set forth in the Agreement between the parties dated , constituting full payment for all labor, material or equipment supplied to Contractor and other obligations of Contractor or the Owner with respect to the project, under all contracts, orders and instructions, including extras, written and verbal, and for other good and valuable consideration paid by , the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Subcontractor has paid in full and in accordance with all applicable contract provisions, labor union agreements, federal and state laws and regulations, for all work performed, services rendered and materials, tools and equipment furnished on or for said project by the undersigned and by any sub-subcontractor, materialman, supplier or employee working for or under the undersigned, for all wages, payroll taxes, fringe benefits, sales, use and other taxes applicable thereto, and for all other charges and expenses required for the providing of labor and materials for this job, and that there are no outstanding claims on the part of any person, firm, corporation or federal and state authorities and agencies, against the undersigned by reason of said work performed, services rendered and materials furnished on or for said project.

2. Subcontractor warrants that it has not been delayed in the performance of its work to date and that it has incurred no extra costs in connection therewith. Subcontractor accepts the aforesaid sum of money as full payment and consideration for all of the work, labor and materials and equipment furnished to Contractor and all obligations of Contractor or Surety for work, labor and materials furnished for the project, and agrees to make no claim whatsoever against Contractor, Surety, the Owner, or their agents, or the project.

3. Subcontractor further covenants and warrants that no sub-subcontractor, materialman, supplier or employee working for or under the undersigned on or for said job has any claim or right to lien against said job.

4. Subcontractor hereby waives, releases and relinquishes any and all claims, demands and rights it may have to make any claim, commence any lawsuit, and/or to file a lien against the project or any contract monies for the project, for any and all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the project.

5. Subcontractor hereby agrees to indemnify and defend Contractor, Surety, and the Owner and to hold them free and harmless from any and all losses, claims, damages, and expenses, including attorneys' fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure of the Subcontractor to pay in full all sums due its laborers, sub-subcontractors, materialmen and suppliers on the project, or from any liens against the project or the project monies filed by any such laborers, sub-subcontractors, materialmen or suppliers.

6. If the Subcontractor is a corporation or a limited liability company, the person signing below on behalf of Subcontractor hereby agrees to be personally liable and responsible for any and all costs, expenses and damages (including attorney fees) which are caused by or result from any untrue information or statements contained herein.

7. The exchange of copies of this Agreement and of signature pages by electronic means intended to preserve the original graphic and pictorial appearance of a document shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Subcontractor transmitted by electronic means shall be deemed to be their original signatures for all purposes.

Contractor agrees that the legal effect of this final waiver of lien is conditioned upon subcontractor's receipt of final payment.

**Subcontractor**

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

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

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