

## FINAL WAIVER AND RELEASE OF LIENS AND CLAIMS

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_("Subcontractor") who has, under an agreement with Merritt Contracting, Inc.  
("Contractor"), furnished certain materials, equipment, services, and/or labor for the project known as  
\_\_\_\_\_("Project"), which is located within the City of \_\_\_\_\_, County of \_\_\_\_\_  
("Property"), and is owned by \_\_\_\_\_ ("Owner"), and more particularly described as follows:

(Site Address)

(Site City, State, Zip Code)

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING  
EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT  
NUMBER, OR THE STREET ADDRESS OF THE PROJECT.)

Upon receipt of payment in full the Subcontractor waives and releases any and all claims, demands, actions, causes of action or other rights against Owner, Contractor and the Property, at law, under a contract, in tort, equity or otherwise, and any and all liens or claims of liens or any right against any labor and/or material payment bond it has, may have had or may have in the future upon the foregoing described Property or in relation to the Subcontractor's performance of work on or the furnishing of equipment, services, and/or labor for the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to the Subcontractor at the time of execution of this Waiver and Release.

The Subcontractor acknowledges that this Waiver and Release is in substantial conformity with the requirements of all applicable laws, and shall be binding and conclusive against Subcontractor for all purposes, subject only to payment in full of the amount set forth above, as provided by all applicable laws.

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

Signed \_\_\_\_\_ (Affix Corporate Seal)

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

Title \_\_\_\_\_ (Office of the Company)