

FINAL WAIVER OF LIEN
SAMPLE

TO: HENDRICK CONSTRUCTION, INC.
5601 77 Center Drive, Suite 250
Charlotte, NC 28217

WHEREAS, the undersigned, (your company name), has furnished material, supplies, labor (including payment of all applicable sales and use taxes), and/or equipment to the premises known generally as (project name), pursuant to a contract with Hendrick Construction, Inc. in the amount of \$(line 3 from pay application) through the date of this draw request.

NOW THEREFORE, for and in all consideration of the sum of \$(line 11 from pay application) to be paid by Hendrick Construction, Inc., it is the intention of the undersigned that actual receipt and acceptance of the above amount will constitute a complete discharge, release and waiver of its lien rights arising by reason or on account of labor and/or materials furnished through (date of final pay application).

- Within seven (7) days of the date of execution of this Lien Waiver and Release, Lien Claimant agrees to mark satisfied and/or cancel and withdraw any Claim of Lien and Notice of Claim of Lien filed relating to the Lien Claimant's furnishing of labor, materials and/or equipment to the Property;
- Lien Claimant waives, withdraws, cancels, releases and terminates the undersigned Lien Claimant's right to file a lien against the Property or the right to serve a lien against funds in accordance with Article 2 of Chapter 44A of the General Statutes of North Carolina. Further, relating to improvements to the Property, the undersigned Lien Claimant releases and terminates its rights pursuant to Article 3 of Chapter 44A of the General Statutes of North Carolina. It is the specific intent of this paragraph that the undersigned Lien Claimant is waiving and releasing any and all of its lien rights and/or payment bond rights relating to the undersigned's improvements to the Property;
- The undersigned Lien Claimant, for the undersigned and any person or entity with which it has contracted for any portion of the materials supplied or labor provided, hereby releases Hendrick Construction, Inc. ("General Contractor") from all claims, actions and matters of whatever kind, whether known or unknown, accrued or unaccrued, relating in any way to the labor, services and/or materials furnished to the Property;
- The undersigned Lien Claimant warrants and represents that all persons, partnerships, firms, entities or corporations, including, without limitation, all subcontractors or suppliers, who have furnished labor, materials and/or equipment to the Lien Claimant for use in the improvements to the Property have been paid in full; and
- The undersigned agrees to indemnify and hold harmless General Contractor from any and all losses, costs or expenses which General Contractor may incur on account of the representations contained in Paragraphs 3 and 4 above.

THE UNDERSIGNED hereby certifies that all labor and/or materials rendered to the above described premises have been paid in full or otherwise provided for through the date of the prior draw request.

Subcontractor

Subscribed and sworn before me this ____ day of ____, 20____.

By: _____
Signature

Notary Public _____

Printed Name

My Commission Expires: _____

NOTARY SEAL