

INTERIM WAIVER AND RELEASE
UPON PAYMENT

STATE OF ALABAMA
COUNTY OF _____

The undersigned mechanic and/or materialman has been employed by Benning Construction
Company to furnish _____ for the construction of
(describe materials and/or labor)
improvements known as _____ which is located in
(title of the project or building)
the City of _____, County of _____, and is owned by

(Name of Owner)

(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 STREET ADDRESS OF THE PROJECT.)

Upon receipt of the sum of \$ _____, the mechanic and/or materialman waives and
releases any and all liens or claims of liens it has upon the foregoing described property or any claims against
any payment bond of contractor through the date of _____ (date), including any claims
for changes to the Work which were not detailed by Subcontractor in a change order request as of the date of
this document and which were based on improvements actually provided by the undersigned through the
date of this document and further excepting those rights and liens that the mechanic and/or materialman
might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned
to or on account of said contractor for said building or premises. BY EXECUTING THIS DOCUMENT,
THE UNDERSIGNED AGREES THAT THIS DOCUMENT SHIFTS THE PRESUMPTION OF WAIVER
OF LIEN RIGHTS TO THE UNDERSIGNED AND THAT THIS DOCUMENT MAY BE USED TO
ESTABLISH THAT THE UNDERSIGNED KNOWINGLY SURRENDERED AND WAIVED ITS LIEN
RIGHTS AS SPECIFIED.

Given under hand and seal this ____ day of _____, _____.

*Company Name: _____

By: ITS AUTHORIZED REPRESENTATIVE

(Seal)

Name: _____

Title: _____

*Benning may rely on the statement of
authorization in taking action based on this
document.(Witness)

Sworn to and subscribed before me this
the ____ day of _____, 2017.

Notary Public
My Commission Expires: _____

INDEPENDENT WAIVER BASED ON PRIOR PAYMENTS:

INDEPENDENT OF ITS EXECUTION OF A LIEN WAIVER, THE UNDERSIGNED FURTHER ACKNOWLEDGES RECEIPT OF PAYMENT(S) TO DATE FOR THE PROJECT IN THE AMOUNT OF _____ (\$_____) FROM SUBCONTRACTOR AND/OR CONTRACTOR FOR LABOR EMPLOYED IN AND/OR MATERIALS FURNISHED, AND, THEREFORE, WAIVES AND RELEASES ANY AND ALL CLAIMS OR DAMAGES IT HAS AGAINST CONTRACTOR AND/OR CONTRACTOR'S SURETY, EXCEPT FOR THOSE THAT ARE EXPRESSLY RESERVED AND DETAILED AS FOLLOWS:

THE UNDERSIGNED FURTHER REPRESENTS THAT ALL EMPLOYEES, LABORERS, MATERIALMEN, AND SUBCONTRACTORS EMPLOYED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT HAVE BEEN FULLY PAID AND THAT NO OBLIGATIONS, LEGAL, EQUITABLE, OR OTHERWISE, ARE OWED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT. WITH RESPECT TO THESE REPRESENTATIONS AND WARRANTIES, THE UNDERSIGNED DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PAYMENT AND PERFORMANCE SURETY, IF ANY, OWNER AND ANY OTHERS WHOM A CLAIM MAY BE ASSERTED FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, AND THE LIKE INCURRED ON THE PROJECT THAT ARE COVERED BY THIS REPRESENTATION. IF CONTRACTOR HAS TO DEFEND ANY CLAIM RESULTING FROM LACK OF PAYMENT BY UNDERSIGNED TO A SUPPLIER, LABORER, MATERIALMEN, AND/OR SUBCONTRACTOR, ANY OR ALL EXPENSES INCURRED BY CONTRACTOR INCLUDING LEGAL FEES, COURT OR ARBITRATION COSTS, WILL BE THE RESPONSIBILITY OF THE UNDERSIGNED.

THIS INTERIM WAIVER AND RELEASE DOES HEREBY WAIVE, RELEASE, AND RELINQUISH ANY AND ALL CLAIMS, ACTS, EVENTS, CIRCUMSTANCE, 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 EFFECTIVE DATE HEREOF, EXPECTING ONLY ANY CLAIMS CURRENTLY UNRESOLVED FOR WHICH WRITTEN NOTICE HAS BEEN PROVIDED TO CONTRACTOR AS FOLLOWS:

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____ 20____

(CORPORATE SEAL)

(COMPANY NAME)

SWORN TO AND SUBSCRIBED BEFORE ME
THIS THE ____ DAY OF _____, 2017.

(COMPANY ADDRESS)

NOTARY PUBLIC

(COMPANY TELEPHONE)

MY COMMISSION EXPIRES:

(OFFICER SIGNATURE)

(PRINT NAME)