

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____(NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____(TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____(NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(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 THE 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 RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

[SIGNATURES ON FOLLOWING PAGE]

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF

_____, _____.

* _____ Company Name

**By: ITS AUTHORIZED
REPRESENTATIVE**

_____ (SEAL)

NAME: _____

TITLE: _____

Sworn to and subscribed before me

this the _____ day of _____, 2017.

***Benning Construction Company may rely
on the statement of authorization in taking
action based on this document.**

Notary Public for Georgia
My Commission Expires:

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

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 FINAL 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:
