

INTERIM WAIVER AND RELEASE
UPON PAYMENT

STATE OF TENNESSEE
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
_____ and more particularly described as follows:
(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 \$ _____, which includes retainage released consistent with
Tennessee law, the undersigned hereby certifies and warrants that it has provided all work required by the
Subcontract in a satisfactory manner as a condition of final payment through the date of _____ (date)
and the undersigned waives and releases any and all liens or claims of liens or any right against any labor
and/or material payment bond it has upon the foregoing described property through such date, including (i)
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 (ii) any claims that Contractor failed to comply with its prompt payment
obligations specified by Tennessee law and (iii) any claims that Owner failed to comply with its obligations
under Tennessee law regarding holding retainage.

The undersigned further certifies and warrants that it has paid all of its subcontractors, suppliers and
materialmen for any and all labor, materials and services rendered in connection with the construction and
improvement of the above-described project and is in compliance with all local, state and federal laws applicable to
its work on the Project. Additionally, the undersigned agrees to indemnify and hold harmless the Contractor from
and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees arising out
of or resulting from any non-payment by the undersigned to any subcontractor, supplier, laborer or materialman to
the above-described Project.

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)