



**FINAL UNCONDITIONAL RELEASE AND WAIVER OF ALL CLAIMS AND LIENS**

WHEREAS, \_\_\_\_\_ (“Subcontractor”) has performed work or furnished material under a subcontract and/or purchase order agreement (collectively a “Subcontract”) with Dolan Construction Inc. (Contractor”) and \_\_\_\_\_ (hereinafter the “Owner”), for the construction project known as \_\_\_\_\_ (“Project”), Subcontractor hereby certifies and represents that it has received full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used in connection with his work under said Subcontract.

In consideration of the amounts and sums previously received, and the payment of \$ \_\_\_\_\_ as identified on Application For Payment No. \_\_\_\_\_ being the full and Final Payment due, Subcontractor does hereby release and forever discharge the Owner and Contractor, their officers, directors, employees, trustees, affiliates, agents and subsidiaries from any and all claims, delay claims, mechanic’s and materialman’s liens and other liens and rights of liens upon the premises described above, now or in the future, and upon improvements now or hereafter thereon, and upon the monies or other considerations due or to become due from Owner and/or Contractor.

Subcontractor further represents that it has properly, fully and completely performed all work and furnished all materials of the specified quality per plans and specifications and in good and workmanlike manner, that it has paid for the labor, materials, equipment and services that it has used or supplied, that it has no other outstanding or unpaid applications, invoices, retentions, holdbacks, expenses employed in the prosecution of work, chargebacks, or unbilled work or materials against Owner and/or Contractor as of the aforementioned last and final payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from its fully-paid or open stock or were fully paid for and supplied on the last and final payment application or invoice.

Subcontractor further agrees to the fullest extent of the law to indemnify and hold harmless the Owner and/or the Contractor from and against all costs, damages, claims, causes of action, and judgments, including attorney’s fees, arising out of or in connection with the claims and liens against the Owner and/or Contractor which arise out of performance of the work under the Subcontract as asserted by Subcontractor or any of its respective suppliers, materialmen or subcontractors of any tier thereof or any of its representatives, officers, agents or employees, except for claims arising out of the sole negligence or willful misconduct of the party indemnified or held harmless.

The individual signing this release further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on his/her own behalf and on behalf of the company or business for which he/she is signing. The foregoing shall not relieve Subcontractor of its obligations under the provisions of said Subcontract, as amended, which by nature survive completion of the Work including without limitation, warranties, guarantees and indemnities.

\_\_\_\_\_  
AUTHORIZED SIGNER

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

The individual who has before me signed the foregoing *Final Unconditional Release and Waiver of All Claims and Liens* on the date shown, being first duly sworn, deposes and says that they are authorized to execute the foregoing on behalf of Subcontractor and that the statements contained therein are true:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: