

**CONDITIONAL WAIVER AND RELEASE OF ALL CLAIMS**  
**UPON PROGRESS PAYMENT**

(Release by Subcontractor)

Project/Property Name:  
Project Number:  
General Contractor:  
Subcontractor/Vendor:  
Owner:

TO: \_\_\_\_\_ (Owner, General Contractor).

In consideration of, and conditioned upon, payment in the amount of \$\_\_\_\_\_, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Subcontractor/Vendor hereby waives, releases and discharges all actions, debts, contract claims, bond claims, liens, rights to liens, and all other claims, liabilities and demands of any kind and nature whatsoever against the Project/Property, Owner, General Contractor and their sureties which Subcontractor/Vendor now has or may hereafter acquire, whether known or unknown, on account of any work, labor, services, equipment and/or materials performed or furnished by the Subcontractor/Vendor with respect to the construction project commonly referred to as the \_\_\_\_\_, located at \_\_\_\_\_ (Referred to herein as the "Project" and/or the "Property") through and including the following date: \_\_\_\_\_. References herein to Owner, General Contractor, and their sureties include, without limitation, their respective owners, officers, directors, members, managers, employees, representatives and agents.

Subcontractor/Vendor and the undersigned represent and warrant to Owner, General Contractor and their sureties on the Project, that Subcontractor/Vendor has made full payment of all costs, charges, expenses and obligations incurred by Subcontractor/Vendor or on its behalf for work, labor, materials and equipment supplied to the Property/Project and/or used in connection with Subcontractor/Vendor's work with respect to the Property/Project through the period covered by the above payment for which this Waiver and Release is given. Subcontractor/Vendor and the undersigned also represent and warrant to Owner, General Contractor and their sureties that each of Subcontractor/Vendor's subcontractors, materialmen and vendors, and their respective subcontractors, materialmen and vendors at all tiers have made full payment of all costs, charges and expenses incurred by them or on their behalf for all work, labor, services, materials and equipment supplied to the Property/Project and/or used by them in connection with the Subcontractor/Vendor's work with respect to the Property/Project through the period covered by the above payment for which this Waiver and Release is given.

Subcontractor/Vendor expressly agrees to indemnify, defend and save harmless Owner, General Contractor and their sureties from any liability of any nature to Subcontractor/Vendor and to any of Subcontractor/Vendor's subcontractors, materialmen or vendors or their respective subcontractors, materialmen or vendors at all tiers with respect to the Property and Project.

Subcontractor/Vendor represents and warrants that all work, labor, materials and/or equipment required of Subcontractor/Vendor and performed and furnished through the period for which the above payment is made has been fully and properly performed and that Subcontractor/Vendor has complied with all applicable federal, state and local tax laws, including social security and unemployment compensation laws with respect to the same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

SUBCONTRACTOR/VENDOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_