

**PARTIAL WAIVER OF LIEN, CONTRACTOR'S  
AFFIDAVIT, AND RELEASE OF CLAIMS**

The undersigned Contractor is the contractor for the performance of certain work and/or the furnishing of certain materials or supplies for a project at (PROJECT ADDRESS) pursuant to a contract between (CONTRACTOR) and (CLIENT), or an affiliate or subsidiary entity of (CLIENT) Upon Contractor's receipt of a check from Owner in the sum of \$(PROJECT COST) payable to the Contractor, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, bond right, claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the Contractor's position that the Contractor has on the Project through and including the Release Date.

This release covers a progress payment for labor, services, equipment, and material furnished to or for the benefit of Owner through (PAYMENT DATE) (the "Release Date") only and does not cover any retentions retained, pending modifications and changes or items furnished after the Release Date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the Release Date are covered by this Release unless specifically reserved by Contractor herein.

The undersigned certifies that he or she is authorized to execute and deliver this document on behalf of Contractor, and that notwithstanding anything herein to the contrary the progress payment referenced herein covers all labor, service, equipment and material charges incurred and owed since the last Release Date.

The undersigned, for the Contractor, warrants and represents that with respect to the amounts received to date: (i) all materials delivered to the Project by or for the Contractor are for use therein only; (ii) title to all work, materials and equipment covered by said payment, whether or not incorporated in the improvement on the Project, has passed to the Owner, free and clear of all liens, claims, security or encumbrances; (iii) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Contract have been fully paid; and (iv) all laborers, mechanics, subcontractors, materialmen and suppliers have been paid in full (or will be paid in full from this progress payment) for all work, materials, equipment and services provided for or to the Project as of the Release Date.

Dated:

(CONTRACTOR)

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

Title:

SUBSCRIBED AND SWORN TO before me this      day of  
My commission expires

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

**PARTIAL WAIVER OF LIEN, SUBCONTRACTOR'S  
AFFIDAVIT AND RELEASE OF CLAIMS  
[Subcontractor]**

The undersigned Subcontractor is the contractor for the performance of certain work and/or the furnishing of certain materials or supplies ("Work") for a project at \_\_\_\_\_ ("Project") pursuant to a contract ("Contract") between \_\_\_\_\_ ("Contractor") and Subcontractor. Upon Subcontractor's receipt of a check from Contractor in the sum of \$\_\_\_\_\_ payable to Subcontractor, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, bond right, claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the Subcontractor's position that the Subcontractor has on the Project through and including the Release Date.

This release covers a progress payment for labor, services, equipment, and material furnished to or for the benefit of the Project through \_\_\_\_\_, 200\_\_ (the "Release Date") only and does not cover any retentions retained, pending modifications and changes or items furnished after the Release Date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the Release Date are covered by this Release unless specifically reserved by Subcontractor herein.

The undersigned certifies that he or she is authorized to execute and deliver this document on behalf of Subcontractor, and that notwithstanding anything herein to the contrary the progress payment referenced herein covers all labor, service, equipment and material charges incurred and owed since the last Release Date.

The undersigned, for the Subcontractor, warrants and represents that with respect to the amounts received to date: (i) title to all work, materials and equipment covered by said payment, whether or not incorporated in the improvement on the Project, has passed to the Owner of the Project, free and clear of all liens, claims, security or encumbrances; (ii) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Contract have been fully paid; and (iii) all laborers, mechanics, subcontractors, materialmen and suppliers have been paid in full (or will be paid in full from this progress payment) for all work, materials, equipment and services provided for or to the Project as of the Release Date.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Vendor Name

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

My commission expires \_\_\_\_\_.

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

**FINAL WAIVER AND RELEASE  
[Contractor]**

The undersigned Contractor is the contractor for the performance of certain work and/or the furnishing of certain materials or supplies ("Work") for a project at \_\_\_\_\_ ("Project") pursuant to a contract ("Contract") between Contractor and ProLogis, or an affiliate or subsidiary entity of ProLogis ("Owner"). Upon Contractor's receipt of a check from Owner in the sum of \$\_\_\_\_\_ payable to Contractor, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, (i) this document shall become effective to release any mechanic's lien, stop notice, bond right, claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the Contractor's position that the Contractor has on the Project whatsoever, and (ii) Contractor unconditionally waives and releases any and all liens, claims, and rights to lien for any and all work, labor and materials performed and furnished in or about the Project.

The undersigned certifies that he or she is authorized to execute and deliver this document on behalf of Contractor, and that notwithstanding anything herein to the contrary the final payment referenced herein covers all labor, service, equipment and material charges incurred and owed for the Work.

The undersigned, for the Contractor, warrants and represents that (i) title to all work, materials and equipment passed to the Owner, free and clear of all liens, claims, security or encumbrances; (ii) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Contract have been fully paid; and (iii) all laborers, mechanics, subcontractors, materialmen and suppliers have been paid in full (or will be paid in full from this final payment) for all work, materials, equipment and services provided for or to the Project whatsoever.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Vendor Name

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

My commission expires \_\_\_\_\_.

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

**FINAL WAIVER AND RELEASE  
[Subcontractor]**

The undersigned Subcontractor is the contractor for the performance of certain work and/or the furnishing of certain materials or supplies ("Work") for a project at \_\_\_\_\_ ("Project") pursuant to a contract ("Contract") between Subcontractor and \_\_\_\_\_ ("Contractor"). Upon Subcontractor's receipt of a check from Contractor in the sum of \$ \_\_\_\_\_ payable to Subcontractor, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, (i) this document shall become effective to release any mechanic's lien, stop notice, bond right, claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the Subcontractor's position that the Subcontractor has on the Project whatsoever, and (ii) Subcontractor unconditionally waives and releases any and all liens, claims, and rights to lien for any and all work, labor and materials performed and furnished in or about the Project.

The undersigned certifies that he or she is authorized to execute and deliver this document on behalf of Subcontractor, and that notwithstanding anything herein to the contrary the final payment referenced herein covers all labor, service, equipment and material charges incurred and owed for the Work.

The undersigned, for the Subcontractor, warrants and represents that (i) title to all work, materials and equipment passed to the Owner of the Project, free and clear of all liens, claims, security or encumbrances; (ii) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Contract have been fully paid; and (iii) all laborers, mechanics, subcontractors, materialmen and suppliers have been paid in full (or will be paid in full from this final payment) for all work, materials, equipment and services provided for or to the Project whatsoever.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Vendor Name

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

My commission expires \_\_\_\_\_.

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