GENERAL CONTRACTOR WAIVER AND RELEASE

Upon receipt of the sum of **$_____**, the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now, may have had or may hereafter have pursuant to the Contract, Subcontract, Purchase/Service Agreement ("Contract") with _____ ("Contractor") in connection with the construction of _____ ("Project") for _____ ("Owner"). The term "Contractor" shall be deemed to mean and refer to the Contractor and its agents, representatives, employees, directors, and all those acting on their behalf.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interference's and the like which have occurred, or may be claimed to have occurred, excepting only any claims currently unresolved for which written notice has been provided to the Owner from the Contractor in accordance with the Contract.

Except as specifically described above, the undersigned expressly waives all claims against the Contractor, any surety, the Owner or the Project. The undersigned freely and voluntarily chooses to accept the terms and conditions of this Waiver and Release in return for the payment recited above and agrees that those funds shall be held in trust for the benefit of all suppliers or subcontractors of the undersigned providing labor or material to the Project and shall be used first to pay all such suppliers or subcontractors, although those funds may be commingled with the undersigned's own funds.

The undersigned further represents that all employees, laborers, materialman and subcontractors employed by the undersigned in connection with the Project and all bills currently due for labor, materials, supplies and taxes furnished by others to the undersigned in connections with the construction of improvements upon the Project have been fully paid and that no obligations, legal, equitable or otherwise are owed by the undersigned in connection with its work on the Project. With respect to this representation and warranty, the undersigned does hereby agree to indemnify and hold harmless the Owner, the Contractor, its payment and performance bond surety, if any, and any others claiming by or through them, from any and all claims, damages, losses, expensed and the like incurred by reason of any claim that the undersigned has not fully paid for all labor, materials and expenses incurred in connection with its work on the Project, including reasonable attorney's fees.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Owner.

Application and Certification for Payment # _____: $ _____

IN WINESS WHEROF, on behalf of the undersigned, with full authority, I have executed this waiver and Release under seal effective the ____ day of _____, 20____.

CONTRACTOR:
ADDRESS:

SIGNATURE: _____
BY: _____

TITLE:

STATE OF _____
COUNTY OF _____
Sworn to and subscribed to before me this _____ day of _____.

_____
Notary Public

My Commission Expires:_____