

LIEN WAIVER AND RELEASE

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This Lien Waiver and Release (this "**Waiver**") is executed as of [EFFECTIVE DATE] (the "**Effective Date**") by:

[CLAIMANT LEGAL NAME], a [STATE] [ENTITY TYPE / an individual] with an address at [CLAIMANT ADDRESS] ("**Claimant**"), in favor of [OWNER / GENERAL CONTRACTOR / OTHER PAYING PARTY NAME] ("**Owner**").

Recitals. Claimant furnished [LABOR / MATERIALS / EQUIPMENT / SERVICES] for the improvement of the real property located at [PROJECT ADDRESS], legally described in [EXHIBIT A or the records of COUNTY, STATE] (the "**Property**"), under a contract with [OWNER / GENERAL CONTRACTOR / SUBCONTRACTOR NAME] (the "**Contract**"). In exchange for the payment described below, Claimant agrees to waive and release certain lien and claim rights as set out in this Waiver.

CHOOSE THE CORRECT TYPE. Lien-waiver requirements vary substantially by jurisdiction. Some states prescribe statutory waiver forms and bar waivers of future or unpaid amounts. Select **conditional** (effective only when payment clears) or **unconditional** (effective immediately), and **progress** (through a date) or **final** (all amounts), in Section 2, and confirm the form complies with the law where the Property is located.

1. Payment Acknowledgment

1.1 **Amount.** Claimant has received or, in the case of a conditional waiver, is about to receive payment in the amount of [AMOUNT] (the "**Payment**").

1.2 **Application of Payment.** The Payment is for [LABOR / MATERIALS / SERVICES] furnished to the Property [through DATE — for a progress waiver / in full — for a final waiver].

1.3 **Form of payment.** The Payment was or will be made by [CHECK NO. / WIRE / ACH / OTHER] dated [DATE] drawn on [BANK / PAYOR].

2. Type of Waiver

2.1 **Conditional or unconditional.** This Waiver is [CONDITIONAL — effective only when the Payment is actually received and clears / UNCONDITIONAL — effective on signing regardless of whether the Payment clears].

2.2 **Progress or final.** This Waiver is [a PROGRESS waiver, releasing rights only for work and amounts through the date in Section 1.2 / a FINAL waiver, releasing rights for all work, materials, and amounts on the Property].

2.3 **Caution on unconditional waivers.** An unconditional waiver releases lien and claim rights even if the Payment is never received or a check does not clear. Claimant should sign an unconditional waiver only after

payment has actually cleared.

3. Waiver and Release

3.1 Release of lien rights. Conditioned and limited as stated in Section 2, and in consideration of the Payment, Claimant waives and releases any mechanic's lien, materialman's lien, stop-payment notice, bond claim, or similar right or claim against the Property, the Owner, and any construction or payment bond, to the extent of the **[work and amounts through the date in Section 1.2 — progress / all work and amounts — final]**.

3.2 Scope. This Waiver covers only the rights expressly released in Section 3.1. It applies to amounts arising from the labor, materials, equipment, or services described in the Recitals furnished by Claimant and those acting under it.

3.3 No release of unpaid or future amounts (progress waiver). For a progress waiver, this Waiver does not release any right to amounts (a) for work performed or materials furnished after the date in Section 1.2, (b) for retainage, change orders, or extras not yet paid, or (c) for any disputed or unpaid amounts, all of which are expressly preserved.

3.4 Reserved amounts. Notwithstanding the foregoing, Claimant reserves and does not waive its rights for the following amounts: **[DESCRIBE RESERVED AMOUNTS, e.g. retainage of \$AMOUNT, pending change order no. X, or write "None"]**.

4. Claimant Representations

4.1 Authority. The person signing represents that they are authorized to execute this Waiver on behalf of Claimant.

4.2 Payment of lower tiers. Claimant represents that it has paid, or upon receipt of the Payment will pay, its laborers, subcontractors, and suppliers for the work and materials covered by the Payment, or that any such amounts are accounted for.

4.3 No assignment. Claimant has not assigned or transferred to any other person the lien or claim rights released by this Waiver.

4.4 Accuracy. The amounts and dates stated in this Waiver are true and accurate to the best of Claimant's knowledge.

5. Effect and Limitations

5.1 Conditioned effectiveness. If this Waiver is conditional, it has no effect and confers no release unless and until the Payment is actually received by Claimant and, if made by check, the check clears the bank on which it is drawn.

5.2 No admission. This Waiver is not an admission that the Payment is the full amount owed and does not waive any claim outside the rights released in Section 3, including breach-of-contract claims for amounts not covered by the Payment.

5.3 Statutory compliance. Where applicable law prescribes a specific lien-waiver form or content, that form controls, and this Waiver is to be read to comply with applicable law. Any provision that would waive rights that applicable law makes non-waivable is void only to that extent, and the rest of the Waiver remains effective.

6. Indemnification and Lower-Tier Claims

6.1 Indemnity for paid amounts. To the extent of the Payment, Claimant will indemnify and hold Owner harmless from any lien, stop-payment notice, or bond claim asserted against the Property by Claimant's laborers, subcontractors, or suppliers for work or materials covered by the Payment and for which Claimant has been paid.

6.2 Discharge of liens. If a lien or claim covered by Section 6.1 is recorded or asserted, Claimant will promptly cause it to be released or bonded off, at Claimant's expense, on Owner's written request.

6.3 Survival. Claimant's representations in Section 4 and its obligations in this Section 6 survive delivery of this Waiver and the release of any lien or claim.

6.4 No third-party beneficiaries. Except for Owner and, where applicable, the Lender and any surety identified in the Recitals, this Waiver creates no rights in any third party.

7. General Provisions

7.1 Governing law. This Waiver is governed by the laws of the State where the Property is located, namely **[STATE]**, without regard to conflict-of-laws rules.

7.2 Severability. If any provision is unenforceable, the rest remains in effect.

7.3 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original.

7.4 Notarization. **[OPTIONAL: This Waiver is to be signed before a notary where required by applicable law or by the Owner or lender. See the notary block below.]**

CLAIMANT

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Company: **[CLAIMANT NAME]**

Date: _____

[OPTIONAL — NOTARY ACKNOWLEDGMENT]

State of **[STATE]**) County of **[COUNTY]**)

On **[DATE]**, before me, **[NOTARY NAME]**, personally appeared **[SIGNER NAME]**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that they executed it.

Notary signature: _____

My commission expires: **[DATE]** (Seal)

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