

**SUBCONTRACTOR AND SUPPLIER'S
INTERIM WAIVER AND RELEASE UPON PAYMENT**

OWNER:

SUBCONTRACTOR/SUPPLIER:

PROJECT NAME:

STATE OF GEORGIA

COUNTY OF

C.D. MOODY CONSTRUCTION CO., INC. has employed the undersigned Subcontractor/Supplier to furnish _____ [describe materials and/or labor] of the construction of improvements known as _____ [title of the project or building] which is located in the City of _____ County of _____ and is owned by _____ and more particularly described as follows: _____

_____. [Describe the property upon which the improvements were made by using either a metes and bounds description, the land lot district, block and lot number, or street address of the project, and attach as Exhibit "A"]

Upon the receipt of the sum of \$_____, the Subcontractor/Supplier waives and releases any and all liens or claims of liens it has upon the foregoing described property through the date of _____ and excepting those rights and liens that the Subcontractor/Supplier might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said owner for said building or premises.

ADDITIONAL WARRANTIES AND REPRESENTATIONS

(1) The undersigned warrants and represents that he has full authority to execute this Interim Waiver and Release Upon Payment for the Subcontractor/Supplier.

(2) The undersigned has personal knowledge of the facts sworn to in this Interim Waiver and Release Upon Payment and such facts are true and correct.

(3) The Subcontractor/Supplier has performed all work through _____ pursuant to the terms and conditions of its contract, and in conformance with all plans and specifications for the work.

(4) Any and all subcontractors, suppliers, and material men that have furnished labor or materials to Subcontractor/Supplier for use or incorporation into the construction of the improvements at the Property are listed in Exhibit "B" hereto. All sums due to subcontractors, material men, mechanics, laborers and suppliers of goods and services for labor, material or services used or incorporated into the improvements to the Property have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor/Supplier's activities on, or improvements to, the Property.

(5) There are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor/Supplier's activities or construction work on the Property.

(6) There are no Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Interim Waiver and Release Upon Payment which arise out of, or relate to, Subcontractor/Supplier's work at the Property.

Attachment B

(7) This Interim Waiver and Release Upon Payment is specifically made for the benefit of the Owner and the Owner's lender, any tenant and lender of any tenant, and any other person or entity with a legal or equitable interest in the Property, and this Interim Waiver and Release Upon Payment may be relied upon by any of the aforementioned parties.

(8) The undersigned is executing this Interim Waiver and Release Upon Payment, as provided by law, for and on behalf of the Subcontractor/Supplier for the express purpose of inducing and receiving payment from the Owner (or Tenant or Lender) for work performed through the date of this Interim Waiver and Release Upon Payment.

(9) This Interim Waiver and Release Upon Payment constitutes a representation by the undersigned, for and on behalf of the Subcontractor/Supplier, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property as of the date of this Interim Waiver and Release Upon Payment. The Subcontractor/Supplier hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the General Contractor, the Owner, the Tenant, or any other person or entity with a legal or equitable interest in the Property, as of the date of this Interim Waiver and Release Upon Payment.

(10) The amount of money set forth as due and owing in the immediately preceding Interim Waiver and Release Upon Payment dated _____, has been received, and is deemed paid in full, and execution of this Interim Waiver and Release Upon Payment shall constitute the undersigned Subcontractor/Supplier's Acknowledgment of Payment in Full as to the immediately preceding Interim Waiver and Release Upon Payment, pursuant to O.C.G.A. § 44-14-366.

In Witness Whereof, the undersigned, acting for and on behalf of the Subcontractor/Supplier and all of its contractors, subcontractors, laborers and suppliers, has placed his hand and seal this ____ day of ____.

SUBCONTRACTOR/SUPPLIER
Company Name

OFFICER'S SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20

Notary Public

My Commission Expires: _____