



UNCONDITIONAL WAIVER AND RELEASE ON PARTIAL PAYMENT

The undersigned Subcontractor/Supplier has been hired by Adhan Piping Co Inc, to furnish labor, services, equipment and/or material for the construction of improvements known as:

(Project) which is owned by:

_____.

The undersigned acknowledges and agrees that upon receipt of the partial payment due in the amount of \$_____ to the undersigned at the Project to date and hereby affirms, warrants and states:

This waiver is effective only upon actual receipt and clearance of the stated payment amount.

1. The undersigned does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project. This release covers the partial payment for labor, services, equipment and/or material furnished to the job site or to Adhan Piping Co Inc for the above referenced Project through payment application no. _____ dated _____.
2. That all laborers, material-man, mechanics, manufacturers, suppliers, and subcontractors who have furnished labor, services, equipment and/or material, or any one of these items to the undersigned, have been paid in full for all work performed and all services, equipment and/or materials supplied to the Project through payment application no., **and the undersigned is not indebted to any person or entity for labor, services, equipment and/or material used in connection with or as a part of such construction job in any amount whatsoever through payment application no.** dated _____.
Subcontractor shall provide, upon request, proof of payments to sub-tiers (e.g., canceled checks).
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the undersigned's performance of work at the Project, which might be the basis of any claim, suit, lien, or demand that could be asserted against either Adhan Piping Co Inc, Owner or the Project.
4. The undersigned does hereby release and discharge Adhan Piping Co Inc, Owner and its agents, employees, successors and assigns, from any and all construction-related claims and causes of action which the undersigned has or may have against Adhan Piping Co Inc or Owner relating in any manner to the Project or the undersigned's work at the Project through payment application no. _____ dated _____.

The undersigned, acting for and on behalf of the Subcontractor/Supplier and all its laborers, subcontractors, and suppliers, has placed his hand and seal this _____ day of _____ 20__. Subcontractors shall obtain identical waivers from all sub-tiers.

This document is governed by New York law. Electronic signatures are permitted in accordance with the New York Electronic Signatures and Records Act.

Date _____

Company Name

Signature

Company Address

Print Name

RETURN WAIVER TO:

Jennie Manning

1865 Rt 13

Cortland, NY 13045

Phone: 607.753.8623

jmanning@adhanpiping.com

Return this waiver within ten (10) days post-payment.