

## Waiver & Releases

*for*

### **Subcontractors / Second Tier Subcontractors & Suppliers**

All subcontractor Application for Payments must be accompanied by a Partial or Final Waiver & Release. Partial and Final Waiver & Releases are also required for second tier subcontractors and suppliers who have filed a Notice of Furnishing. Once a Notice of Furnishing is received, a Partial Waiver & Release from the second tier subcontractor or supplier will be required with each Application for Payment until a Final Waiver & Release is received from the second tier subcontractor or supplier.

For your convenience copies of these documents are included on the following pages. If you are a subcontractor directly contracted with The Albert M. Higley Co., these documents were included in the Application for Payment template that you received with your subcontract. It is recommended that you use the provided templates since they will auto-fill from your Application for Payment.

If you should have any questions regarding these documents or any other aspect of the Application for Payment process, please contact the Project Assistant assigned to your project, or our Accounting Department at 216.861.2050 or by email at [AP@AMHigley.com](mailto:AP@AMHigley.com).

**PARTIAL WAIVER & RELEASE  
FOR SUBCONTRACTORS & SUPPLIERS**

To: **THE ALBERT M. HIGLEY CO.** (Contractor) Date: \_\_\_\_\_  
From: \_\_\_\_\_ (Subcontractor)  
Re: Owner: \_\_\_\_\_  
Project: \_\_\_\_\_

The undersigned Subcontractor/Supplier, in consideration of payments previously made and conditional upon payment for the period covered by the current invoice set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and any and all claims and demands against the Contractor and the Owner and the real property on which the project is located, in any manner arising out of any work, labor, services, equipment or materials, performed or furnished by Subcontractor, its subcontractors and suppliers, in connection with the Project and any subcontract or purchase order related to the Project, through the period covered by the current invoice and all previous invoices.

Except as noted below, the Subcontractor/Supplier further acknowledges and represents that all persons and entities which have provided any labor or material, or rented equipment, for or through the Subcontractor/Supplier in connection with the Project and any subcontract or purchase order related to the Project have been paid in full for the periods covered by previous payments, that previous payments to the Subcontractor/Supplier have been properly applied to pay all outstanding invoices relating to the Project, that the Subcontractor/Supplier is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Contractor or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the Project have been paid in full through the last date of work covered by the current invoice.

Note exceptions, if any:

The Subcontractor/Supplier, in consideration of payments previously received and in consideration of payment for work performed through the current date set forth below, agrees to indemnify, hold harmless, reimburse and defend the Owner and/or the Contractor from all direct or indirect loss, cost and expense (including attorney's fees and expenses) which arise out of or relate to any claims, demands and causes of action from all persons and entities which have provided any labor or materials or rented equipment, for or through the Subcontractor/Supplier, in connection with the Project or any subcontract or purchase order related to the Project which allege that the Subcontractor/Supplier has failed or refused to pay any or all payments due or to become due to any such person and entity for such labor or materials through the current date set forth below. The Subcontractor/Supplier agrees to assume the defense of any such claims, demands and causes of action and to pay, on behalf of the Owner and/or the Contractor, the amount of any such judgment or award that may be entered against the Owner and/or the Contractor or any settlement that may be agreed to by the Owner and/or the Contractor in such action or proceeding.

Last date of work period covered by current Invoice: \_\_\_\_\_

Current Payment Due: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**FINAL WAIVER & RELEASE  
FOR SUBCONTRACTORS & SUPPLIERS**

To: **THE ALBERT M. HIGLEY CO. (Contractor)** Date: \_\_\_\_\_  
From: \_\_\_\_\_  
Re: Owner: \_\_\_\_\_  
Project: \_\_\_\_\_

The undersigned Subcontractor/Supplier, in consideration of payments previously received and in consideration of final payment set forth below, hereby waives and releases all mechanics, materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and generally releases any and all claims and demands against the Contractor and the Owner and the real property on which the project is located, in any manner arising out of any and all work, labor, services, equipment or materials, performed or furnished by Subcontractor, its subcontractors and suppliers, in connection with the Project and any subcontract or purchase order related to the Project.

Except as noted below, the Subcontractor/Supplier further acknowledges and represents that all persons and entities which have provided any labor or material, or rented equipment, for or through the Subcontractor/Supplier in connection with the Project and any subcontract or purchase order related to the Project have been paid in full, that previous payments to the Subcontractor/Supplier have been properly applied to pay all outstanding invoices relating to the Project, that the Subcontractor/Supplier is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Contractor or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the Project have been paid in full.

The Subcontractor/Supplier, in consideration of payments previously received and in consideration of final payment set forth below, agrees to indemnify, hold harmless, reimburse and defend the Owner and/or the Contractor from all direct or indirect loss, cost and expense (including attorney's fees and expenses) which arise out of or relate to any claims, demands and causes of action from all persons and entities which have provided any labor or materials or rented equipment, for or through the Company, in connection with the Project or any subcontract or purchase order related to the Project which allege that the Subcontractor/Supplier has failed or refused to pay any or all payments due or to become due to any such person and entity for such labor or materials or rented equipment. The Subcontractor/Supplier agrees to assume the defense of any such claims, demands and causes of action and to pay, on behalf of the Owner and/or the Contractor, the amount of any such judgment or award that may be entered against the Owner and/or the Contractor or any settlement that may be agreed to by the Owner and/or the Contractor in such action or proceeding.

Final Payment Due: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Printed Name and Title)*

Address: \_\_\_\_\_  
\_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**PARTIAL WAIVER & RELEASE  
FOR SECOND TIER SUBCONTRACTORS & SUPPLIERS**

To: **THE ALBERT M. HIGLEY CO. (Contractor)**

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Project: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

The undersigned Company, a subcontractor or supplier to the Subcontractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and conditional upon payment for work performed through the current date set forth below, hereby waives and releases all mechanics, materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and any and all claims and demands against the Owner, the Contractor and the real property on which the Project is located, and any claims arising out of any work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project and any subcontract or purchase order related to the Project, through the period covered by the current invoice.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided any labor or material, or rented equipment, for or through the Company in connection with the Project and any subcontract or purchase order related to the Project have been paid in full for the periods covered by previous payments, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the Project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Contractor or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the Project have been paid in full through the last date of work covered by the current invoice.

Note exceptions, if any:

The Company, in consideration of payments previously received and in consideration of payment for work performed through the current date set forth below, agrees to indemnify, hold harmless, reimburse and defend the Owner and/or the Contractor from all direct or indirect loss, cost and expense (including attorney's fees and expenses) which arise out of or relate to any claims, demands and causes of action from all persons and entities which have provided any labor or materials or rented equipment, for or through the Company, in connection with the Project or any subcontract or purchase order related to the Project which allege that the Company has failed or refused to pay any or all payments due or to become due to any such person and entity for such labor or materials or rented equipment through the current date set forth below. The Company agrees to assume the defense of any such claims, demands and causes of action and to pay, on behalf of the Owner and/or the Contractor, the amount of any such judgment or award that may be entered against the Owner and/or the Contractor or any settlement that may be agreed to by the Owner and/or the Contractor in such action or proceeding.

Last date of work period covered by current Invoice: \_\_\_\_\_

Current Payment Due: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**FINAL WAIVER & RELEASE  
FOR SECOND TIER SUBCONTRACTORS & SUPPLIERS**

To: **THE ALBERT M. HIGLEY CO.** *(Contractor)*

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Project: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

The undersigned Company, a subcontractor or supplier to the Subcontractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of final payment set forth below, hereby waives and releases all mechanics, materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Contractor and the real property on which the Project is located, and any and all claims arising out of any work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project and any subcontract or purchase order related to the Project.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided any labor or material, or rented equipment, for or through the Company in connection with the Project and any subcontract or purchase order related to the Project have been paid in full, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the Project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Contractor or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the Project have been paid in full.

The Company, in consideration of payments previously received and in consideration of final payment set forth below, agrees to indemnify, hold harmless, reimburse and defend the Owner and/or the Contractor from all direct or indirect loss, cost and expense (including attorney's fees and expenses) which arise out of or relate to any claims, demands and causes of action from all persons and entities which have provided any labor or materials or rented equipment, for or through the Company, in connection with the Project or any subcontract or purchase order related to the Project which allege that the Company has failed or refused to pay any or all payments due or to become due to any such person and entity for such labor or materials or rented equipment. The Company agrees to assume the defense of any such claims, demands and causes of action and to pay, on behalf of the Owner and/or the Contractor, the amount of any such judgment or award that may be entered against the Owner and/or the Contractor or any settlement that may be agreed to by the Owner and/or the Contractor in such action or proceeding.

It is further expressly acknowledged and agreed that if the Company should supply any additional labor or material in connection with the Project after the date of this Final Waiver and Release, that a new Notice of Furnishing must be provided to the Contractor to establish any and all lien rights or rights of claim in connection with said additional work.

Final Payment Due: \_\_\_\_\_

Company: \_\_\_\_\_

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

*(Signature)*

Address: \_\_\_\_\_

\_\_\_\_\_

*(Printed Name and Title)*

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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