

WAIVER OF LIEN OF LIEN FOR FINAL PAYMENT

To Whom it May Concern:

The undersigned, being duly sworn, deposes and says that _____ is the contractor for the _____ work on the project located at _____, owned by _____ (“the Owner”). The total amount of the contract including extras is _____ Dollars (\$_____) and the undersigned acknowledges that upon receipt of this final payment, the Contractor has been paid in full the total Agreement Price.

That the undersigned, for and in consideration of the sum of _____ Dollars (\$_____) when paid by _____, does hereby acknowledge all sums will have been paid which were due Contractor for Work performed or material furnished in connection with the Project, and the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics’, materialmen’s or otherwise, against said above property for or by reason of any Work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for Work performed or material to be hereafter furnished if such Work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any payment claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid in full or will be paid such sums from the referenced amount, and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to payment claims threatened or initiated by such suppliers, including attorneys’ fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20 _____.

(Company Name)

Signature: _____

Date: _____

Printed Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20____.
by _____ as _____ of _____.

Witness my hand and official seal.

My Commission expires: _____.

(SEAL) _____
Notary Public

END