



PARTIAL RELEASE OF LIEN AND GENERAL RELEASE (Conditional Upon Payment)

Project and Address: _____

Owner: _____

Contractor: Sossamon Construction Co., Inc.

Releasing Party: _____

Releasing party is a: Subcontractor Vendor Vendor to the Subcontractor
 Sub-subcontractor to the Subcontractor (Releasing Party must mark one)

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Releasing Party, who is identified above, has furnished material, stored material, equipment, supplies or labor or some or all of them in connection with the reference Project and the work required by the prime contract between the Owner and the Contractor for the Project.

NOW THEREFORE, having first been duly sworn and upon receipt of and in consideration of payment of the sum of _____ Dollars (\$ _____), to be paid to the Releasing Party, which some represents the full amount owed to the Releasing Party as of _____, 20__ (Release Date). Releasing Party does hereby:

1. Certify and represent to the Contractor and Owner of that all persons, firms, associations, corporations or other entities who have furnished labor, materials, stored materials, equipment or supplies to, for, or on behalf of Releasing Party in connection with the Releasing Party's performance or obligations related to the Project have been paid in full as of Release Date including any and all applicable taxes, duties, license fees and royalties, except the following (none unless noted):
2. Release and waive any and all liens which Releasing Party, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of of Releasing Party.
3. Release and forever discharge Contractor and Owner and their affiliates, successors and assigns, from any and all claims, demands and causes of action of any kind, including demands to or against any surety bond, which Releasing Party or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur as of Release Date in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Releasing Party, except the following (none unless noted):
4. Agree to indemnify and hold harmless Contractor and Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including without limitation attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, stored materials, equipment of supplies to, for, or on behalf of of the Releasing and Party in connection with the Releasing Party's performance or obligations related to the Project, as of release date.

IN WITNESS WHEREOF, Releasing Party has caused this Partial Release of Lien and General Release to be executed by its duly authorized owner, partner, agent or officer on the ___ day of ___, 20__.

(Name of Releasing Party)
Signature: _____
Name & Title: _____

STATE OF _____, COUNTY OF _____
Sworn to before me this ___ day of ___, ___ who produced ___ as identification or is personally know to me->
My Commission Expires: _____

Notary Public
(Notarial Seal)