**KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_ ("Contractor"), having its principal offices at \_\_\_\_\_\_\_, and \_\_\_\_\_\_ (hereafter referred to as "Company") have heretofore entered into a certain contract, ("Contract") dated \_\_\_\_\_\_\_ relating to the furnishing of materials, labor and/or equipment for construction or services of \_\_\_\_\_\_\_\_\_ (description of Contractor's Work) in connection with a certain contract performed by Company for \_\_\_\_\_\_ ("Owner") for Owner's \_\_\_\_\_ ("Project") located at \_\_\_\_\_\_\_\_\_\_\_\_\_.

**NOW, THEREFORE** upon actual receipt by Contractor of payment from Company in the sum of \_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_), which sum shall represent payment in full and final payment due to Contractor under and pursuant to the above-referenced Contract resulting in a total Contract price of \_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_), Contractor does hereby:

1.Certify to Company and/or Owner that all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment, supplies or services to Contractor or Owner with respect to the Contract have been paid in full as of Release Date, including any and all applicable federal, state and local sales, use, excise or similar taxes or import duties, licenses and royalties, except the following (none, unless noted):

(Attach additional page, if necessary, and so note), and

2.Remise, release, waive, relinquish and forever quitclaim unto Company and/or Owner, their affiliates, successors and assigns, any and all manner of liens, claims or demands whatsoever which against Company and/or Owner, Contractor ever had, now has, or which it or its successors or assigns hereafter can, shall or may have upon any portion of the lands of Owner or the buildings thereon standing, for labor, material, equipment or services furnished under the Contract, and

3.Further remise, release and forever discharge Company and/or Owner, their affiliates, successors and assigns of and from any and all manner of liens, claims, demands, and causes of action whatsoever against Company and/or Owner which Contractor ever had, now has, or which it or its successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising under or out of the Contract, and

4.Agree to indemnify and hold harmless Company and/or Owner, their successors or assigns, against all loss, cost, damage or expense (including, but not limited to attorneys' fees) by reason of any and all manner of liens, claims or demands which anyone may have for labor performed, for material, equipment or services furnished, or by reason of any matter, cause or thing whatsoever arising under or out of the Contract.

**IN WITNESS WHEREOF**, Contractor has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer (and if a corporation, its corporate seal to be hereunto affixed) on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20XX (“Release Date”).

|  |  |  |
| --- | --- | --- |
| **CONTRACTOR** | | **NOTARY PUBLIC** |
| By |  | On the\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained. |
| Title |  |
|  |  |
|  |  | In witness hereof, I hereunto set my hand and official seal. |
|  |  | Notary Public |