

# SUB-SUBCONTRACTOR/SUPPLIER PERIODIC RELEASE AND WAIVER OF CLAIMS

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

Total Payment Received from \_\_\_\_\_ (hereinafter "Subcontractor") for labor or materials supplied up to and through \_\_\_\_\_, 20\_\_ is \$ \_\_\_\_\_. Balance due for this project after receipt of payment is \$ \_\_\_\_\_.

The Undersigned Sub-subcontractor (hereinafter "Sub-subcontractor") and/or Supplier (hereinafter Supplier) acknowledges receipt of the amount set forth above as payments received for the period indicated and waives and releases any claim, mechanic's lien and claim of lien which it may now have upon the land and improvements described above in the Project Description, or against Pillar Homes LLC, Subcontractor or the Project Owner, arising out of or relating to Sub-Subcontractor/Supplier's work pursued and materials supplied up to and through, the period indicated above. The sub-subcontractor/Supplier warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release.

The Sub-subcontractor/Supplier does hereby warrant and certify that it has made full payment of any amounts due or claimed to be due up to and through the period covered by Subcontractor's last payment to Sub-subcontractor/Supplier dated \_\_\_\_\_ for work and materials supplied for the month of \_\_\_\_\_, 20\_\_\_. To any person or entity who has supplied materials or labor to it, pursuant to contract or otherwise, for the purpose of constructing, raising, removing, repairing, or otherwise improving the Project described above. The Sub-subcontractor/Supplier does further warrant that all past due sums for insurance, taxes and Union Funds (where applicable) have been fully paid and that prevailing wages, if applicable, as set by the State of \_\_\_\_\_ Department of Labor, have been paid.

The Sub-subcontractor/Supplier, in addition to the foregoing, does hereby expressly release, waive and relinquish any and all rights or claim the Sub-subcontractor/Supplier may now have against the surety payment bond provided on said Project if any such bond was provided by Pillar Homes LLC as principal, and it's surety, arising out of work pursued and materials supplied up to and through the period indicated above.

The undersigned agrees that Pillar Homes LLC, the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver. The undersigned also acknowledges that Subcontractor relies on this affidavit in making payment to the Undersigned.

WITNESS the signature and seal of the undersigned as of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
COMPANY NAME (Print or type)

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
(Print or type title)

ITS: \_\_\_\_\_  
(Corporate Officer or Owner or Authorized Individual)  
(Print or type title)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_