

INTERIM WAIVER AND RELEASE OF LIENS

STATE OF GEORGIA

COUNTY OF _____

The undersigned is a subcontractor or materialman or other person employed by Trivest Construction Incorporated (General Contractor) and furnishing services or labor or material in the construction or repair of improvements upon real estate owned by and described as follows:

Upon receipt of the sum of \$_____, as good and valuable consideration, relinquish, release and quit claim in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the aforesaid property, all right that the undersigned may have to a lien upon the aforesaid property for all work performed, and costs or expense incurred, less 10% retainage, on or related to the aforesaid property to the date of this Interim Waiver and Release.

This Interim Waiver and Release is specifically made for the benefit of owner and may be relied upon unconditionally by Owner. This Interim Waiver and Release constitutes a representation by the undersigned that the payment referenced above together with all previous payments constitutes full and complete payment for all work performed, and costs or expense incurred less 10% retainage on or related to the aforesaid property to the date of this Interim Waiver and Release.

All bills received and/or liabilities by the subcontractor relating to the above labor, material, and/or services have been paid in full by the subcontractor. The supplier releases all claims subcontractor and/or contractor, and all claims, suits, liens, and/or rights to claims liens against the project, the owner of the project, and/or any material furnished to or for the project, which exists or may exist on account for the above labor, material or services. Supplier will indemnify, hold harmless, defend, and/or pay for the defense of subcontractor and/or contractor and the owner of the project from and against any claims, suits, liens, and/or claims of liens relating to the above labor, material and/or services.

WITNESS the following signature and seal this ____ day of _____, 20 ____.

Name of Company: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this
____ day of _____, 20 ____.

(Type of services, labor or material furnished):

Notary Public

My Commission Expires:_____