

Attachment "C" – Final Release and Waiver of Lien

WHEREAS, the undersigned, _____, who is a subcontractor or supplier ("Subcontractor"), has entered into a contract with Triangle Enterprises, Inc. ("Contractor") dated _____ ("Subcontract") to furnish labor, materials, tools, supplies, equipment, and services necessary and incidental to construct _____ ("the Project"), owned by _____ ("the Owner");

WHEREAS, the work under said Subcontract has been fully completed and finally accepted by Subcontractor and the Contractor; .

NOW, therefore, Subcontractor, for and in consideration of FINAL PAYMENT in the sum of

_____ DOLLARS

(\$ _____), which Subcontractor acknowledges represents Final Payment to Subcontractor for all work, materials, tools, equipment, supplies and services it furnished in connection with the Project, does for itself, its successors, heirs and assignees, hereby state, affirm and agree that, with respect to all of such work:

1. All labor employed thereon or in connection with the Project and all payroll taxes and charges (such as withholding taxes, social security taxes and worker's compensation, disability and unemployment taxes and/or insurance premiums) have been paid in full; and
2. All materials, tools, equipment, supplies and services furnished and used upon or in connection with the Project have been paid in full; and all sales, use, excise and similar taxes on or in connection with the same have been fully paid; and
3. Upon receipt by the Subcontractor of a check from Contractor in the above amount, payable to the undersigned, and when the check has been paid, Subcontractor, on behalf of itself and its officers, directors, servants, agents, suppliers, lower tier subcontractors and anyone claiming by, through and under them, does hereby release, discharge, and forever waive any and all claims, rights to assert a mechanics or materialmen's lien, bond rights, suits, accounts, debts, demands, torts, charges or causes of action against the Contractor, its surety, the Owner, and their respective officers, directors, employees, agents, servants, attorneys, parent or subsidiary companies, which now exist, may have existed in the past, or will exist in the future, arising out of work, services, labor, materials or equipment furnished by Subcontractor for the Project, except for the following: (If there are no exceptions, write "None" in the following space):

4. Subcontractor warrants that it has completed all work required under the Subcontract and all changes and amendments thereto, if any, and that it has complied with all the terms and conditions of said Subcontract; and

5. Subcontractor will, at Subcontractor's sole cost and expense, forever defend and hold harmless the Contractor, its surety, and the Owner from any and all claims and demands and will defend against and obtain the discharge of any and all claims, demands, actions, damages, losses, costs, expenses, liens and claims of liens of others arising out of or in connection with said work, including, without limitation, those claimed or asserted by any employee, supplier or subcontractor of Subcontractor (or by any employee or supplier of any subcontractor of the Subcontractor) or by any governmental agency or an insurance carrier; and

6. In the event that any of the work performed by Subcontractor on said Project (including the materials used or incorporated therein and the workmanship thereof) is the subject of any guarantee or warranty by the Subcontractor, neither the giving of this Final Release and Waiver of Lien by the Subcontractor nor its acceptance by Contractor shall operate in any way to reduce or modify such guarantee or warranty or to release the Subcontractor therefrom. Subcontractor further agrees that if it hereafter performs any labor or furnishes any materials, tools, equipment, supplies or services pursuant to such guarantee or warranty, it will fully pay for the same, will pay any and all taxes and charges in connection therewith and will release, discharge, defend and hold harmless the Contractor, the Owner, and the Project from any and all claims, demands, liens and claims of liens arising in connection therewith all in like manner and to the same extent as is herein provided with respect to labor, materials, etc., heretofore furnished. This Final Release and Waiver of Lien shall inure to the benefit of the Contractor, the Owner, and their respective successors and assigns and shall be binding upon the Subcontractor and its or their successors, heirs and assigns.

7. Subcontractor covenants to apply the payment being made pursuant to this Final Release and Waiver of Lien solely to payment for labor, materials, tools, appliances, supplies and equipment furnished or used in connection with its work under the Subcontract until all of the same has been paid in full.

Dated this ____ day of _____, 20__, at _____.

SUBCONTRACTOR: _____

BY: _____ (Name and Title)

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known and known to me to be the same person described in and who executed the within instrument, consisting of 2 pages, of his own free will and duly acknowledged that he executed the same with full authority to do so.

(SEAL)

Notary Public

My commission expires: _____