



# Conditional Final Release of Lien and General Release Upon Payment

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

Address of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contractor: Adkins & Kimbrough Mechanical, LLC

Releasing Party: \_\_\_\_\_

Releasing Party is a:  Subcontractor  Sub-subcontractor  Vendor  
 Vendor to the Subcontractor  Vendor to a Sub-subcontractor (Releasing Party Should Mark One)

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

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 by Adkins & Kimbrough Mech., LLC who will make the payment to the Releasing Party here], which sum represents the full, final, last and total amount owed to the Releasing Party under, in connection with, relating to or arising out of the Contract or the Project, Releasing Party does hereby:

1. Certify and represent to Contractor and Owner 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, including any and all applicable taxes, duties, license fees and royalties, except the following (none unless noted):

\_\_\_\_\_  
(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

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 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 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 in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Releasing Party, except the following (none unless noted):

\_\_\_\_\_  
(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

4. Certify and represent that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject to any valid lien by any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Releasing Party for use in connection with the Project, and agrees 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, material, equipment or supplies to, for, or on behalf of the Releasing Party in connection with the Releasing Party's performance or obligations related to the Project; and

5. Certify and represent that the person signing on behalf of Releasing Party has authority to bind and obligate the Releasing Party hereto.

6. Payment of the agreed sum referenced above satisfies all conditions of this release.

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

\_\_\_\_\_  
(Name of Releasing Party)

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

Sign: \_\_\_\_\_

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
(Notaries Seal)