

SELLER'S PARTIAL LIEN WAIVER AND AFFIDAVIT

(To be completed by Seller for all partial payments)

This Seller's Lien Waiver ("**Lien Waiver**") is made by \_\_\_\_\_ ("**Seller**"), for and on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of \$ \_\_\_\_\_ ("**Payment**"), which shall constitute full payment to Seller for all work, labor and services performed and goods, materials and equipment furnished up through and including \_\_\_\_\_, 20\_\_ (the "**Release Date**") by or on behalf of Seller, its subcontractors, materialmen, suppliers, vendors and laborers of any tier, with respect to the project located at \_\_\_\_\_ (the "**Project**") pursuant to that certain purchase order no. \_\_\_\_\_ issued pursuant to the \_\_\_\_\_ (as it may be amended from time to time and together with said purchase order and any and all applicable revisions thereto being referred to herein as the "**Agreement**") between Seller and Engert, LLC ("**Purchaser**"). Such work, labor and services performed and goods, materials and equipment furnished pursuant to the Agreement on the Project will be referred to herein collectively as "**Goods and Services**" or individually as "**Goods**" or "**Services**".

Seller hereby represents and warrants to Purchaser that payment in full has been made by Seller for the period up through and including the Release Date (a) to all of Seller's subcontractors, materialmen, suppliers, vendors and laborers of any tier with respect to the Project, and (b) for all Goods and Services performed or furnished by or on behalf of Seller, its subcontractors, materialmen, suppliers, vendors and laborers of any tier, or in connection with the Project. Seller further hereby represents and warrants that it owes no monies or other things of value to any subcontractor, materialmen, supplier, vendor or laborer or any other person or entity for the Goods and Services, and that the payments that have been or will be made out of the Payment to such subcontractors, materialmen, suppliers, vendors, labors, persons and entities will fully and completely compensate them for any and all work performed on the Goods and Services performed or furnished for or in connection with the Project. Seller acknowledges and agrees that it is receiving the Payment as a trustee, and the Payment will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers of any tier who supplied Goods or Services for or on behalf of Seller and for which Purchaser, the Project or Purchaser's customer might be liable and that Seller shall have no interest in such funds until all these obligations have been satisfied in full.

Except as otherwise provided herein, effective upon receipt of the Payment, Seller does hereby unconditionally and irrevocably waive and release any and all rights to mechanic's liens, materialmen's liens and all other rights and claims of lien and all stop notices and bond rights and all other claims or rights to payment of any and all kinds whatsoever, that Seller ever had or now has, known or unknown, against Purchaser, the Project or Purchaser's customer for the Goods and Services or in any way related to the Project for all periods up through and including the Release Date. The foregoing waiver and release shall not apply to (a) any retainage held by Purchaser before or after the Release Date or (b) unresolved or disputed claims

regarding changes to Seller's goods or services under the Agreement for which Seller has provided Purchaser written notice prior to the Release Date.

Seller further agrees to defend, indemnify and hold harmless Purchaser, its successors and assigns, from and against any and all liens, stop notices, bonds, claims, costs and expenses (including, without limitation, attorney's fees and expenses) arising out of or in any way related to any claims or demands for payment with respect to the provision of the Goods and Services for or on behalf of Seller or any of its subcontractors, materialmen, suppliers, vendors and laborers of any tier under or in connection with the Agreement or in any way related to the Project up through and including the Release Date.

Seller's waivers, releases and obligations under this Lien Waiver shall be in addition to, and not in limitation of, its other waivers, releases and obligations under the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Insert name of Seller here.]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said county and state, appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, and acknowledged that he did sign the within instrument as his free act and deed and the free act and deed of said entity.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
(Seal)

## SELLER'S FINAL LIEN WAIVER AND AFFIDAVIT

(To be completed by Seller for final payment)

This Seller's Final Lien Waiver ("**Final Lien Waiver**") is made by \_\_\_\_\_ ("**Seller**"), for and on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of \$\_\_\_\_\_ ("**Final Payment**"), which shall constitute full and final payment to Seller for all work, labor and services performed and goods, materials and equipment furnished by or on behalf of Seller, its subcontractors, materialmen, suppliers, vendors and laborers of any tier, with respect to the project located at \_\_\_\_\_ (the "**Project**") pursuant to that certain purchase order no. \_\_\_\_\_ issued pursuant to the \_\_\_\_\_ (as they may be amended from time to time and together with said purchase order and any and all applicable revisions thereto being referred to herein as the "**Agreement**") between Seller and Engert, LLC ("**Purchaser**"). Such work, labor and services performed and goods, materials and equipment furnished pursuant to the Agreement will be referred to herein collectively as "**Goods and Services**" or individually as "**Goods**" or "**Services**".

Seller hereby represents and warrants to Purchaser that payment in full has been made by Seller (a) to all of Seller's subcontractors, materialmen, suppliers, vendors and laborers of any tier with respect to the Project, and (b) for all Goods and Services performed or furnished by or on behalf of Seller, its subcontractors, materialmen, suppliers, vendors and laborers of any tier, for or in connection with the Project. Seller further hereby represents and warrants that it owes no monies or other things of value to any subcontractor, materialmen, supplier, vendor or laborer or any other person or entity for the Goods and Services, and that the payments that have been or will be made out the Final Payment to such subcontractors, materialmen, suppliers, vendors, labors, persons and entities will fully and completely compensate them for all Goods and Services performed or furnished for or in connection with the Project. Seller acknowledges and agrees that it is receiving the Final Payment as a trustee, and the Final Payment will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers of any tier who supplied Goods or Services for or on behalf of Seller and for which Purchaser or the Project or the owner of the Project might be liable and that Seller shall have no interest in such funds until all these obligations have been satisfied in full.

Except as otherwise provided herein, effective upon receipt of the Final Payment, Seller does hereby unconditionally and irrevocably waive and release any and all rights to mechanic's liens, materialmen's liens and all other rights and claims of lien and all stop notices and bond rights and all other claims or rights to payment of any and all kinds whatsoever, that Seller ever had or now has, known or unknown, against the Project for the Goods and Services or in any way related to the Project.

Seller further agrees to defend, indemnify and hold harmless Purchaser, its successors and assigns, from and against any and all liens, stop notices, bonds, claims, costs and expenses (including, without limitation, attorney's fees and expenses) arising out of or in any way related to any claims or demands for payment with respect to the provision of the Goods and Services

for or on behalf of Seller or any of its subcontractors, materialmen, suppliers, vendors and laborers of any tier under or in connection with the Agreement or in any way related to the Project.

Seller's waivers, releases and obligations under this Final Lien Waiver shall be in addition to, and not in limitation of, its other waivers, releases and obligations under the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Insert name of Seller here.]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said county and state, appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, and acknowledged that he did sign the within instrument as his free act and deed and the free act and deed of said entity.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
(Seal)