

**SUB-TIER LIEN RELEASE**

(Interim Lien/Claim Waiver)

FROM: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTACT: \_\_\_\_\_

PROJECT: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**CONDITIONAL RELEASE**

*Current Month Due*

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from \_\_\_\_\_, in the amount of \$\_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above-referenced Project. This release covers a progress payment for labor, services, equipment, materials furnished and/or claims through \_\_\_\_\_ only and does not cover any retainage or items furnished after that date. The undersigned further represents and warrants that full payment has been made, or will be made, out of progress payment made herewith to all suppliers of labor and materials (subcontractors). Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

**I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.**

\_\_\_\_\_  
Signature of Authorized Corporate Officer/Partner/Owner

\_\_\_\_\_  
Title

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

**UNCONDITIONAL RELEASE**

*Cumulative Payments*

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$\_\_\_\_\_ for labor, services, equipment, materials furnished to the above-referenced Project and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above-referenced Project. This release covers all payment for labor, services, equipment, materials furnished and/or claims to the above referenced Project through \_\_\_\_\_ and does not cover any retainage or items furnished after that date. The undersigned further represents and warrants that full payment has been made, or will be made, out of proceeds of progress payment to all suppliers of labor and materials (subcontractors). The undersigned shall and does hereby indemnify, save and hold PDG Construction Services, Inc. and Owner harmless from any and all claims, damages, liens, or losses, expenses, including all costs, professional fees, and attorney's fees, which contractor and owner may suffer or incur by reason of the filing of any claims, notices, liens encumbrances, suits against PDG Construction Services, Inc., the Owner and Property, upon 10 days written notice and the failure of the undersigned to obtain cancellation discharge thereof.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE THE CONDITIONAL RELEASE FORM.**

**I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.**

\_\_\_\_\_  
Signature of Authorized Corporate Officer/Partner/Owner

\_\_\_\_\_  
Title

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