

WAIVER OF MECHANICS LIEN AND CERTIFICATION OF PAYMENT

The undersigned, being a contractor, subcontractor, material supplier, laborer or other party entitled to file a Mechanic's Lien pursuant to Article 2 of the Lien Law of the State of New York in connection with _____ ("Owner") which real property is commonly known as _____ and in consideration of having previously been paid the total sum of \$ _____ of the total contract amount of \$ _____, by and on behalf of Owner, and upon receipt of \$ _____ representing the total sum due and owed brings the amount paid under the contract to \$ _____ as of the date hereto from Owner, covenants and agrees:

1. The undersigned shall not claim or file any mechanic's or other lien against said real property, or any part thereof, for any and all materials furnished and/or labor performed in connection with said property and improvements prior to and as of the date hereto; and
2. The undersigned hereby irrevocably waives and releases any and every lien, charge or claim of any nature whatsoever which the undersigned now has or may hereafter have, or be entitled to claim or assert for any and all materials furnished and/or labor performed in connection with said real property and improvements prior to and as of the date hereto.
3. The undersigned warrants and covenants that he has paid in full for all work performed (including employee benefits), services rendered and materials furnished on or for said real property by the undersigned and by any subcontractor, material-man or employee working for or under the undersigned and that there are no outstanding claims on the part of any person, firm or corporation against the undersigned by reason of said work performed, services rendered and materials furnished on or for said real property except for those noted below, (if NONE, so state) in the amounts set opposite their names (and on attached sheet, if found to be necessary).

NAME _____ AMOUNT DUE _____

NONE

4. This certifies that the undersigned has received as of this date all payments due under the contract for improvements described above. The undersigned acknowledges that this Waiver and this Certification of Payments is to be delivered to _____ (owner) in the knowledge and expectation that _____ (owner) will rely on the certifications and waivers herein.

