

**SUBCONTRACTOR/SUPPLIER'S
UNCONDITIONAL WAIVER AND
RELEASE UPON FINAL PAYMENT**

OWNER:

GENERAL CONTRACTOR: **C.D. MOODY CONSTRUCTION CO. INC.**

PROJECT NAME:

STATE OF GEORGIA

COUNTY OF

The undersigned Subcontractor/Supplier has been employed by **C. D. MOODY CONSTRUCTION CO., INC.** to furnish _____ [describe material and/or labor] for the construction of improvements known as _____ [title of the project] which is located in the City of _____, County of _____, and is owned by _____ and more particularly described as follows:

[Describe the property upon which the improvements were made by using either a metes and bounds description, the land lot district, block and lot number, or street address of the project, and attach as Exhibit "A"]

Upon the receipt of the sum of \$_____ the Subcontractor/Supplier waives and releases any and all liens or claims of liens or any right against any labor and/or material bond it has upon the foregoing described property.

ADDITIONAL WARRANTIES AND REPRESENTATIONS

(1) The undersigned representative of the Subcontractor/Supplier warrants and represents that he has full authority to execute this Unconditional Waiver and Release Upon Final Payment for the Subcontractor/Supplier.

(2) The undersigned has personal knowledge of the facts sworn to in this Unconditional Waiver and Release Upon Final Payment and such facts are true and correct.

(3) The Subcontractor/Supplier has performed all work required under its contract pursuant to all of the terms and conditions of its contract, and in conformance with all plans and specifications for the work.

(4) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor/Supplier for use or incorporation into the construction of the improvements to the Property are listed in Exhibit "B" hereto. All sums due from Subcontractor/Supplier to materialmen, subcontractors, mechanics, laborers and suppliers of goods and services used or incorporated into the improvements to the Property have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor/Supplier's activities on, or improvements to, the Property.

(5) There are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor/Supplier's activities pursuant or ancillary to the performance of its work on the Property.

(6) There are no Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Unconditional Waiver and Release Upon Final Payment, which arise out of, or relate to, Subcontractor/Supplier's work at the Property.

(7) This Unconditional Waiver and Release Upon Final Payment is specifically made for the benefit of Owner and the Owner's Lender, any tenant and lender of any tenant, and any other person or entity with a legal or equitable interest in the Property, and may be relied upon unconditionally by any of the aforementioned parties.

(8) The undersigned is executing this Unconditional Waiver and Release Upon Final Payment, as provided by law, for and on behalf of the Subcontractor/Supplier for the express purpose of inducing and receiving final payment from the Owner (or Tenant or Lender) for work or improvements to the Property.

(9) This Unconditional Waiver and Release Upon Final Payment constitutes a representation by the undersigned, for and on behalf of the Subcontractor/Supplier, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and costs or expense incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit and general conditions costs) relative to the work or improvements at the Property. The Subcontractor/Supplier hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the General Contractor, the Owner, or any other person or entity with a legal or equitable interest in the Property, arising out of work performed on the Property.

(10) The amount of money set forth as due and owing in the immediately preceding Interim Waiver and Release Upon Payment dated _____, 20____, has been received, and is deemed paid in full, and execution of this Unconditional Waiver and Release Upon Final Payment shall constitute the undersigned Subcontractor/Supplier's Acknowledgment of Payment in Full as to the immediately preceding Interim Waiver and Release Upon Payment, pursuant to O.C.G.A. § 44-14-366.

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 YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.

In witness whereof, the undersigned, acting for and on behalf of the Subcontractor/Supplier and all of its laborers, subcontractors, and suppliers, has placed his hand and seal.

Signed, sealed and delivered in the presence of:

SUBCONTRACTOR/SUPPLIER

Witness

Company Name

Print Name

OFFICER'S SIGNATURE

Notary Public

(NOTARY SEAL)

DATE:

My Commission Expires: _____