

UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

STATE OF TENNESSEE
COUNTY OF _____

The undersigned mechanic and/or materialman has been employed by Benning Construction

Company to furnish _____ for the construction of
(describe materials and/or labor)

improvements known as _____ which is located

(title of the project or building)

in the City of _____, County of _____, and is owned by

_____ and more particularly described as follows:
(Name of Owner)

(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.)

Upon receipt of the sum of \$_____, which includes retainage released consistent with Tennessee law, the undersigned hereby certifies and warrants that it has provided all work required by the Subcontract in a satisfactory manner as a condition of final payment and the undersigned waives and releases any and all liens or claims of liens or any right against any labor and/or material payment bond it has upon the foregoing described property, including (i) any claims for changes to the Work which were not detailed by Subcontractor in a change order request as of the date of this document and which were based on improvements actually provided by the undersigned through the date of this document (ii) any claims that Contractor failed to comply with its prompt payment obligations specified by Tennessee law and (iii) any claims that Owner failed to comply with its obligations under Tennessee law regarding holding retainage.

The undersigned further warrants that it has paid all of its subcontractors, suppliers and materialmen for any and all labor, materials and services rendered in connection with the construction and improvement of the above-described project and that it has complied with all local, state and federal laws applicable to its work on the project. Additionally, the undersigned agrees to indemnify and hold harmless the Contractor from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from any non-payment by the undersigned to any subcontractor, supplier, laborer or materialman to the above-described Project.

Given under hand and seal this ____ day of _____, _____.

*Company Name: _____

By: ITS AUTHORIZED REPRESENTATIVE
_____(Seal)

Name: _____

Title: _____

*Benning may rely on the statement of authorization in taking action based on this document.

(Witness)

(Address)

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.

INDEPENDENT WAIVER BASED ON PRIOR PAYMENTS:

INDEPENDENT OF ITS EXECUTION OF A LIEN WAIVER, THE UNDERSIGNED FURTHER ACKNOWLEDGES RECEIPT OF PAYMENT(S) TO DATE FOR THE PROJECT IN THE AMOUNT OF _____ (\$_____) FROM SUBCONTRACTOR AND/OR CONTRACTOR FOR LABOR EMPLOYED IN AND/OR MATERIALS FURNISHED, AND, THEREFORE, WAIVES AND RELEASES ANY AND ALL CLAIMS OR DAMAGES IT HAS AGAINST CONTRACTOR AND/OR CONTRACTOR'S SURETY, EXCEPT FOR THOSE THAT ARE EXPRESSLY RESERVED AND DETAILED AS FOLLOWS:

THE UNDERSIGNED FURTHER REPRESENTS THAT ALL EMPLOYEES, LABORERS, MATERIALMEN, AND SUBCONTRACTORS EMPLOYED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT HAVE BEEN FULLY PAID AND THAT NO OBLIGATIONS, LEGAL, EQUITABLE, OR OTHERWISE, ARE OWED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT. WITH RESPECT TO THESE REPRESENTATIONS AND WARRANTIES, THE UNDERSIGNED DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PAYMENT AND PERFORMANCE SURETY, IF ANY, OWNER AND ANY OTHERS WHOM A CLAIM MAY BE ASSERTED FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, AND THE LIKE INCURRED ON THE PROJECT THAT ARE COVERED BY THIS REPRESENTATION. IF CONTRACTOR HAS TO DEFEND ANY CLAIM RESULTING FROM LACK OF PAYMENT BY UNDERSIGNED TO A SUPPLIER, LABORER, MATERIALMEN, AND/OR SUBCONTRACTOR, ANY OR ALL EXPENSES INCURRED BY CONTRACTOR INCLUDING LEGAL FEES, COURT OR ARBITRATION COSTS, WILL BE THE RESPONSIBILITY OF THE UNDERSIGNED .

THIS FINAL WAIVER AND RELEASE DOES HEREBY WAIVE, RELEASE, AND RELINQUISH ANY AND ALL CLAIMS, ACTS, EVENTS, CIRCUMSTANCE, CONSTRUCTIVE OR ACTUAL DELAYS, ACCELERATIONS, EXTRA WORK, DISRUPTIONS, INTERFERENCES AND THE LIKE WHICH HAVE OCCURRED, OR MAY BE CLAIMED TO HAVE OCCURRED, PRIOR TO THE EFFECTIVE DATE HEREOF, EXPECTING ONLY ANY CLAIMS CURRENTLY UNRESOLVED FOR WHICH WRITTEN NOTICE HAS BEEN PROVIDED TO CONTRACTOR AS FOLLOWS:

GIVEN UNDER HAND AND SEAL THIS	_____	DAY OF	_____	20	_____
					(CORPORATE SEAL)
					(COMPANY NAME)
					(COMPANY ADDRESS)
	(WITNESS)				(COMPANY TELEPHONE)
	(ADDRESS)				(OFFICER SIGNATURE)
					(PRINT NAME)